



Regular Meeting Agenda September 15, 2020

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

Special Meeting Agenda
Placentia Public Financing 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.

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.

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

To maximize public safety while maintaining transparency and public access, 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.

How to Submit Public Comment

Members of the public may provide public comment by sending comments for City Council consideration by email to the City Clerk at cityclerk@placentia.org or view the Council meeting from the Front Community Meeting Room at City Hall and provide public comment in person in a safe and socially-distanced manner. Masks are mandatory. Please limit to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, will be read into the public record, subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's Office for assistance at (714) 993-8231.

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 September 15, 2020

Placentia City Council

Placentia City Council Acting as Successor Agency to the
Placentia Redevelopment Agency

Placentia Industrial Commercial Development Authority

Special Meeting Agenda

Placentia Public Financing 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

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
September 15, 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: (1 Case)
2. Pursuant to Government Code Section 54956.9 (d)(4):
CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation

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
AND
PLACENTIA PUBLIC FINANCING AUTHORITY
SPECIAL MEETING AGENDA
September 15, 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: Kenneth Curry

PLEDGE OF ALLEGIANCE:

PRESENTATION:

1. **Proclamation of September 17-23, 2020 as Constitution Week**
Presenter: Mayor Smith
Recipients: National Society Daughters of the American Revolution

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.

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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: September 1, 2020
Recommended Action: Approve
- 1.c. **City Fiscal Year 2020-21 Register for September 15, 2020**
Check Register
Fiscal Impact: \$ 956,556.19
Electronic Disbursement Register
Fiscal Impact: \$ 678,612.84
Recommended Action: It is recommended that the City Council:
1) Receive and file
- 1.d. **Declaration of Surplus City Vehicles for Public Auction**
Fiscal Impact: Revenue realized from the public sale of surplus City vehicles will be deposited into the Vehicle and Equipment Replacement Fund
Recommended Action: It is recommended that the City Council:
1) Declare the five (5) vehicles listed in this report as surplus property; and
2) Authorize the City Administrator or his designee to execute the necessary documents to record the sale of these disposed vehicles through a public auction for auditing purposes; and
3) Direct Staff to deposit the auction proceeds into the City's Equipment Replacement Fund.
- 1.e. **Amendment No. 6 to the Exclusive Negotiating Agreement With USA Properties Fund, Inc. for Real Property Located at 207-209 West Crowther Avenue**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 6 to the Exclusive Negotiating Agreement ("ENA") with USA Properties Fund, Inc. for real property located at 207-209 West Crowther Avenue; and
2) Authorize the City Administrator and/or his designee to execute all necessary ENA documents, in a form approved by the City Attorney.
- 1.f. **Acceptance of Easements From Placentia 26, LLC (Brandywine Homes)**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Accept the easements from Brandywine Homes; and
2) Direct the City Clerk to record the Easements with the Orange County Clerk-Recorder's Office.
- 1.g. **Acceptance of Construction Work and Notice of Completion for Construction of the FY 2019-20 Residential Slurry Seal Project (City Project No. 1001)**
Fiscal Impact: Expense: \$ 974,528.00 Construction Contract Amount
\$ 36,186.63 Change Order No. 1
\$ 1,010,714.63 Total Construction Cost
Budget: \$ 1,074,578.00 Total Project Budget
\$ 331,950.00 Measure U CIP (791001-6185 FY 2019-20)
\$ 500,000.00 Measure M CIP (181001-6185 FY 2019-20)
\$ 184,578.00 SB 1/RMRA CIP (601001-6185 FY 2019-20)
\$ 58,000.00 State Gas Tax CIP (171001-6185 FY 2019-20)
Recommended Action: It is recommended that the City Council:
1) Accept the work performed by Roy Allan Slurry Seal Inc. for construction of the FY 2019-20 Residential Slurry Seal Project, City Project No. 1001, for a grand total amount of \$1,010,714.63; and
2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and

- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.h. **Acceptance of Construction Work and Notice of Completion for Emergency Repair of Sanitary Sewer Line**

Fiscal Impact: Expense: \$ 47,441 Total Project Cost
 \$ 47,441 Total Construction Contract
 Budgeted: \$ 52,185 FY 2019-20 Sewer Maintenance Fund Budget
 (484356-6120 FY 2019-20)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Valverde Construction Inc. for emergency repair of a sanitary sewer line, for a grand total amount of \$47,441; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.i. **Professional Services Agreement With KOA Engineering for Engineering Design Services for the Fiscal Year 2020-21 Arterial Roadway Rehabilitation and Slurry Seal Projects**

Fiscal Impact: Expense: \$224,309 Agreement Amount
 Budgeted: \$364,000 FY 2020-21 Capital Improvement Program
 Budget (181101-6185)

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for the Engineering Design Services for Roadway Rehabilitation and Slurry Seal Projects with KOA Corporation, for a not-to-exceed amount of \$224,309; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$22,431; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney; and
- 4) Authorize the City Administrator to create a bench list of the top four ranked engineering design firms to provide these services on future roadway rehabilitation and maintenance projects.

1.j. **Agreement with the Office of Traffic Safety to Accept a Pedestrian and Bicycle Safety Program Grant to Support Community Awareness and Education**

Fiscal Impact: Expense: \$25,000 Miscellaneous Grants Fund
 Revenue: \$25,000 Miscellaneous Grants Fund

Recommended Action: It is recommended that the City Council:

- 1) Approve a Restricted Project Grant Agreement with the Office of Traffic Safety to accept a \$25,000 Pedestrian and Bicycle Safety Program to support community awareness and education; and
- 2) Approve Resolution No. R-2020-56, 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.k. **Purchase of Traffic Signal Operations Server**

Fiscal Impact: Expense: \$31,610.00 Server Purchase and Installation
 Budgeted: \$86,247.50 FY 2020-21 CIP Budget (Carryforward Funds
 From Project No. 192809-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase and installation of a new traffic signal operations server with Econolite Systems Inc., in an amount not to exceed \$31,610; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents for the purchase, in a form approved by the City Attorney.

1.l. **Amend the 2020-21 Budget for the 2019-20 Carry Forward Budget for the City and Successor Agency**

<u>Fiscal Impact:</u>	Increase Appropriations (General Fund)	\$ 253,822
	Increase Appropriations (Special Revenue Fund)	\$ 71,328
	Increase Appropriations (Enterprise Fund)	\$ 23,270
	Increase Appropriations (Capital Improvement)	\$4,715,067

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2020-57, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2019-20 in compliance with City Charter of the City of Placentia Section 1206 Pertaining to appropriations for actual expenditures.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Introduction of Police Department Strategic Plan**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file a copy of the completed Strategic Plan and Chief Lenyi's presentation introducing the plan.

3.b. **UAL Refinancing Structure Options**

Fiscal Impact: Expenditure: No Cost to Receive Presentation

Revenue: Potential for Long-Term Pension Cost Savings

Recommended Action: It is recommended that the City Council:

- 1) Receive the "CalPERS UAL Refinancing Structure Options" presentation; and
- 2) Direct Staff regarding preferred approach to refinance the City's pension obligation, either Pension Obligation Bonds or Lease Revenue Bonds; and
- 3) If Pension Obligation Bonds, direct Staff to work with Financing Team to initiate a validation action; and
- 4) If Lease Revenue Bonds, direct Staff to work with Financing Team to select assets and structure leases as required.

SPECIAL MEETING OF PLACENTIA PUBLIC FINANCING AUTHORITY

The City Council calls to order the Placentia Public Financing Authority Special Meeting.

4. PUBLIC FINANCING AUTHORITY CONSENT CALENDAR

4.a. **Resolution Setting Regular Meeting Dates for Placentia Public Financing Authority**

Fiscal Impact: None

Recommended Action: It is recommended that the Authority Board of Directors:

- 1) Adopt Resolution No. PPFA-2020-01, a Resolution of the Placentia Public Financing Authority Board of Directors establishing regular meeting dates of the Authority.

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.

Adjourned in Memory of

Lee C. Brosch, Father-in-Law of City Clerk Robert McKinnell

and

James Wyatt, Father of Former Placentia Homicide Detective Daron Wyatt

and

***Jon Couthie, Laguna Beach Police Department Motor Officer,
and Friend and Former Partner of Chief of Police Darin Lenyi***

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, October 6, 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:

- Construction Contract for Fire Station 2 Restroom Renovation Project
- Study Session: LED Streetlight Conversion
- Study Session: Public Safety Facility Financing
- Introduction of Ordinance – Electric Vehicle Charging Stations Regulations

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Acting Deputy City Administrator of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the September 15, 2020 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on September 10, 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 AGENDA - CLOSED SESSION
September 1, 2020
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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.

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.

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

To maximize public safety while maintaining transparency and public access, 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.

How to Submit Public Comment

Members of the public may provide public comment by sending comments for City Council consideration by email to the City Clerk at cityclerk@placentia.org or view the Council meeting from the Front Community Meeting Room at City Hall and provide public comment in person in a safe and socially distanced manner. Masks are mandatory. Please limit to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, will be read into the public record, subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's Office for assistance at (714) 993-8231.

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.

CALL TO ORDER: Mayor Smith called the meeting to order at 5:32 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith
PRESENT ELECTRONICALLY: Councilmember/Board Member Green, Wanke, Yamaguchi (Late)
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: (2 Cases)
2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: City Hall, 401 E. Chapman Ave., Placentia, CA
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Unknown at this time
Under Negotiations: Price and Terms of Payment; potential lease of City property related to refinancing of unfunded pension obligations

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

CALL TO ORDER: Mayor Smith called the meeting to order at 7:05 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 Bettenhausen; Acting Deputy City Administrator Rosanna Ramirez; Acting Deputy City Administrator Luis Estevez; Director of Finance Jessica Brown; Chief of Police Darin Lenyi; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert, Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

INVOCATION: Kenneth Curry

PLEDGE OF ALLEGIANCE: Mayor Smith

PRESENTATION:

1. **Video Presentation of Veterans Village Grand Opening**
Presenter: Mayor Smith

Mayor Smith noted that the City recently celebrated the grand opening of the Placentia Veterans Village, which is a permanent supportive housing development that serves military veterans who are homeless or disabled. The City partnered with the County of Orange, Mercy Housing California, and New Directions to develop this high quality, service enriched, energy efficient development. The development includes 50 furnished apartment homes (49 for veterans and 1 for one-site management), a courtyard, a community garden, a recreation room, and resident services offices. He reported that since the opening of the Placentia Veterans Village in July of 2020, the outpouring of support from the community has been remarkable. The veterans are extremely appreciative of the donations that have been received thus far. Anyone interested in donating, may contact Cynthia Burns at cburns@ndvets.org or by phone at (213) 516-8453. Mayor Smith introduced a video montage of the development of the Placentia Veterans Village.

Mayor Smith thanked the City Staff and all the organizations that participated to bring this project to completion.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen stated that there was one (1) item discussed in Closed Session and there was nothing to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula mentioned that three (3) formerly homeless residents who were temporarily housed at the Placentia Navigation Center will become permanently housed at the Veterans Village and introduced two (2) new Placentia team members.

Police Officer Larissa Perez earned an associate degree in Social Sciences from Rio Hondo College and a bachelor's degree in Early Childhood Education from Aspen University. Larissa enrolled in the Golden West Police Academy as a self-sponsored recruit and was hired by the Placentia Police Department as a Police Academy Trainee in February 2020. She graduated from the police academy in March 2020 and was promoted to Police Officer.

Police Officer Mac Navarro earned a bachelor's degree in Criminal Justice from California State University Dominguez Hills and attended Rio Hondo Police Academy. He was hired by the Placentia Police Department as a Police Officer in December 2019.

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications and announced that the meeting was open for in-person public comment in a safe and socially distanced manner. Deputy City Clerk O'Leary reported that there was no one wishing to provide public comment.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Green noted his attendance at a meeting of the Orange County Fire Authority (OCFA) Board where he presented an update on the Placentia Fire and Life Safety Department.

Councilmember Shader shared that she enjoyed participating in the Placentia Virtual 5k Sun Run and thanked the Community Services Department for providing the opportunity.

Mayor Pro Tem Yamaguchi noted how much he and his family had enjoyed the City of Placentia Drive-In Movie series in the City Hall parking lot. He invited everyone to attend the final presentation of *Onward* on Saturday, September 12, 2020. For more information visit www.placentia.org/movies.

Mayor Smith thanked the Community Services Department Staff for their creativity in programming during difficult times and reported positive feedback on the implementation of outdoor dining in Old Town Placentia. He mentioned the production of a public service announcement called *Mask Up OC* featuring Mayors from Orange County encouraging the use of masks and social distancing during the continuing COVID-19 pandemic.

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

Motion by Wanke, seconded by Green, and carried a (5-0) vote to approve the Consent Calendar Items 1.a. through 1.i. 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: July 21, 2020 and City Council Special Meeting: August 11, 2020

Recommended Action: Approve

(Approved 5-0, as recommended)

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

Fiscal Impact: \$3,394,104.19

Electronic Disbursement Register

Fiscal Impact: \$ 133,754.35

**City Fiscal Year 2020-21 Register for September 1, 2020
Check Register**

Fiscal Impact: \$2,064,163.24

Electronic Disbursement Register

Fiscal Impact: \$2,219,849.84

Recommended Action: It is recommended that the City Council:

1) Receive and file

(Received and filed)

1.d. Resolution Amending the City's Conflict of Interest Code

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Review the proposed amendments to the City's Conflict of Interest Code, provide input and/or updates as necessary; and

2) Approve Resolution R-2020-53, a Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code.

(Approved 5-0, as recommended)

1.e. Award of Construction Contract for the Old Placentia City Hall Roof Replacement and HVAC Improvement Project – County Contract # 19-23-0018-HCD and City Project No. 5002; 120 S. Bradford Avenue

Fiscal Impact: Expense: \$164,700

Budget: \$220,400

\$220,400

Construction Contract Amount

Total Project Budget (FY 2020-21 CIP Budget)

Housing & Community Develop. Fund (305002-6185 FY 2019-20 CIP Carryover)

Budget Transfer is Required from 305003-6185

Recommended Action: It is recommended that the City Council:

1) Approve a Public Works Agreement with Best Contracting Services, Inc. for the Old Placentia City Hall Roof and HVAC improvement Project in the amount of \$164,700; and

2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$16,470, for a total construction contract not-to-exceed amount of \$181,170; and

3) 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.f. **Lease Agreement for Police Impound/Evidence Storage Facility Located at 166 E. La Jolla Avenue**

Fiscal Impact: Expense: \$141,962 January 1 – December 31, 2021
 \$149,060 January 1 – December 31, 2022
 \$156,513 January 1 – December 31, 2023
 Budgeted: \$146,000

Recommended Action: It is recommended that the City Council:

- 1) Approve a Lease Agreement with the Karagines Family Trust and the Dennis and Deborah Sigalos Family Trust for the property located at 166 East La Jolla Avenue for an initial term of thirty-six (36) months with the option for two (2) one-year extensions; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney; and
- 3) Direct Staff to explore the feasibility of constructing a new vehicle impound yard and storage facility on City-owned land.

(Approved 5-0, as recommended)

1.g. **Designation of Voting Delegate for the 2020 League of California Cities Annual Conference**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Appoint Mayor Pro Tem Jeremy Yamaguchi as delegate to represent the City at the League of California Cities Annual Conference 2020; and
- 2) Appoint Mayor Ward Smith and Councilmember Rhonda Shader as alternates to represent the City at the League of California Cities Annual Conference 2020.

(Approved 5-0, as recommended)

1.h. **Resolution Authorizing the City Administrator or His/Her Designee to Execute Right-Of-Way Certifications for Federally Funded Projects**

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

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution R-2020-54, a Resolution of the City Council of the City of Placentia, California authorizing the City Administrator or his/her designee to execute right-of-way certifications for Federally funded projects with the California Department of Transportation.

(Approved 5-0, as recommended)

1.i. **Professional Services Agreement with DLW Consulting & Investigations**

Fiscal Impact: Expense: Not to Exceed \$50,000
 Budget: \$50,000 Per Year

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with DLW Consulting & Investigations in an amount not-to-exceed \$50,000 per fiscal year for an initial one (1) year agreement with the option to extend for two (2) additional one-year terms; and
- 2) Authorize the City Administrator and/or his designee to approve the eligible contract term extensions based upon contractor performance and at the discretion of the City; and
- 3) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Approval of Agreement with Axon Enterprise, Inc. for the Purchase of Body Worn Cameras, In-Car Video, Taser Devices, and Cloud Storage for the Police Department**

Fiscal Impact: Expense: Expenditure of Measure U Funds (Account No. 796117), Public Safety Impact Fees (Account No. 76110), and Asset Forfeiture Funds (Account No. 213041) Not to Exceed \$198,497.87 FY 2020-2021 Budget (Year 1)

Total Cost: \$934,240.00

Revenue: \$30,100.00 FY 2020-2021 Measure U Funds (Account No. 796117)

\$75,000.00 FY 2020-2021 Public Safety Impact Fees (Account No. 676110)

\$93,397.87 FY 2020-2021 Asset Forfeiture Funds (Account No. 213041)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2020-55, a Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2020-21 in an amount not to exceed \$12,500.00 in compliance with City Charter Sections 1206 and 1209 pertaining to appropriations for actual expenditures; and
- 2) Approve the agreement with Axon Enterprise, Inc. for the purchase of body worn cameras, in-car video, Taser devices, related equipment, five (5) years of cloud data storage, and related services beginning in Fiscal Year 2020-2021 and ending in Fiscal Year 2024-2025 with a five-year total cost of \$934,240.59; and
- 3) Approve the agreement with Mark43 for the one-time purchase of IT services related to the CAD Integration between Mark43 CAD/RMS and the Axon body worn camera and in-car video system in the amount of \$12,500.00 in Fiscal Year 2020-2021; and
- 4) Authorize the appropriation of Measure U Funds in the amount of \$30,100.00, Public Safety Impact Fees Funds in the amount of \$75,000.00, and Asset Forfeiture Funds in the amount of \$93,397.87 to fund this project in Fiscal Year 2020-2021; and
- 5) Authorize the City Administrator or his designee to execute all necessary documents, in a form approved by the City Attorney, to effectuate these actions.

(Approved 5-0, as recommended)

City Administrator Arrula introduced Chief of Police Lenyi who gave a presentation on the body worn camera and in-car video proposal which included an overview of recording types employed by Orange County law enforcement agencies, an overview of the benefits of body worn cameras and in-car video, a summary of research done by staff, why Axon is recommended, the costs and funding sources, and Staff recommendations.

City Administrator Arrula noted that tasers were approved as a purchase in the adopted 2020-21 Capital Improvement Program (CIP) Budget but Staff recommended the integrated package as a better approach for the City.

Chief Lenyi provided further information on the benefits of Evidence.com and highlighted the upgraded taser technology which is part of the proposed package.

Councilmember Green expressed his appreciation for the presentation and his support of the proposed agreement.

Councilmember Shader requested clarification on the in-car video views; the process and timing of uploading video to Evidence.com; officer training; testing of the new equipment before implementation; and policies regarding access to recordings by other agencies, the public, and the media.

Chief Lenyi stated that the City adopted policies provided by Lexipol, a provider of public entity policies, which cover the use of recording devices and tasers.

Councilman Wanke asked for clarification regarding a 30-second audio delay on body worn and in-car recording devices.

Mayor Smith expressed his appreciation for the thorough and detailed presentation and the comprehensive agreement and requested clarification regarding the plan for recording devices for use by the Police Department Motorcycle Officers.

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

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Green reminded everyone to stay hydrated during the extreme heat and commented on Robert Nixon in whose memory this meeting was adjourned.

Councilman Wanke extended his sympathy to the family of Robert Nixon and requested that a new City policy be drafted requiring that City Council be provided with agenda packets 48 hours before they are publicly posted and that all Staff Reports and supporting documents be provided with sufficient time for review by Councilmembers.

Mayor Pro Tem Yamaguchi shared condolences for the family and friends of Robert Nixon and supported Councilman Wanke's request for earlier information dissemination for both Closed Sessions and Regular Council meetings for both the City Council and the public. He mentioned increased mosquito swarms in Orange County along with positive mosquito samples of West Nile Virus in Anaheim, Fullerton, and La Habra. He referred residents to www.ocvector.org and www.cdc.gov/westnile.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:04 p.m. in memory of Robert Nixon, longtime Placentia resident, Heritage Committee Member, Police Department VIP, and Community Volunteer to Tuesday, September 15, 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 09/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
------	----------------	-------------	---------------------	----------	--------	----------	------	---------	------------

Grand Total: 1,098,996.31

Check Totals by ID

AP	1,098,996.31
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	488,241.27
117-Measure U Fund (0079)	23,313.75
205-State Gas Tax (0017)	79,157.02
208-Sccssr Agncy Ret Oblg (0054)	161.25
211-PEG Fund (0058)	8,329.57
228-NOC-Public Safety Grant(0061)	18.42
229-Comm Trans Hous Grant (0062)	62.14
231-Placentia Reg Nav Cent(0078)	19,000.00
242-City Pub Sfty Impct Fee (0067)	26,775.00
265-Landscape Maintenance (0029)	20,973.62
275-Sewer Maintenance (0048)	2,333.46
280-Misc Grants Fund (0050)	10.04
501-Refuse Administration (0037)	276,409.86
601-Employee Health & Wifre (0039)	3,919.44
605-Risk Management (0040)	1,661.00
701-Special Deposits (0044)	6,190.35

Void Total: 142,440.12
Check Total: 956,556.19

Check Total: 956,556.19

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 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	BANK OF AMERICA V000131	CASH TRANSFER FOR PCARD FEES	0010-1101 General Checking with Bank	AP082720	142,440.12	082720		00105509	08/27/2020
					Check Total:	142,440.12			
					Type Total:	142,440.12			
					Void Total:	142,440.12			

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	BEAR ELECTRICAL V010997	MAY RESPONSE SIGNAL MAINT	103590-6099 / 21010-6099 Professional Services	AP082720	85.31	10562	P11754	00105510	08/27/2020
MW OH	BEAR ELECTRICAL V010997	MAY RESPONSE SIGNAL MAINT	103590-6099 / 21012-6099 Professional Services	AP082720	34.72	10562	P11754	00105510	08/27/2020
MW OH	BEAR ELECTRICAL V010997	MAY RESPONSE SIGNAL MAINT	103590-6099 / 21011-6099 Professional Services	AP082720	104.25	10562	P11754	00105510	08/27/2020
MW OH	BEAR ELECTRICAL V010997	MAY RESPONSE SIGNAL MAINT	103590-6099 Professional Services	AP082720	3,342.22	10562	P11754	00105510	08/27/2020
MW OH	BEAR ELECTRICAL V010997	JUNE RESPONSE SIGNAL MAINT	103590-6099 Professional Services	AP082720	2,974.13	10814	P11754	00105510	08/27/2020
MW OH	BEAR ELECTRICAL V010997	JUNE RESPONSE SIGNAL MAINT	103590-6099 / 21009-6099 Professional Services	AP082720	169.81	10814	P11754	00105510	08/27/2020
MW OH	BEAR ELECTRICAL V010997	JUNE RESPONSE SIGNAL MAINT	103590-6099 / 21011-6099 Professional Services	AP082720	105.00	10814	P11754	00105510	08/27/2020
MW OH	BEAR ELECTRICAL V010997	JUNE RESPONSE SIGNAL MAINT	103590-6099 / 21010-6099 Professional Services	AP082720	29.81	10814	P11754	00105510	08/27/2020
					Check Total:	6,845.25			
MW OH	ORANGE COUNTY FIRE V011640	OCFCA MEMBERSHIP	103065-6255 Dues & Memberships	AP082720	180.00	082420		00105511	08/27/2020
					Check Total:	180.00			
MW OH	PATIO FURNITURE PLUS OF PLANTER BOXES V011602		103550-6301 / 50510-6301 Special Department Supplies	AP082720	8,512.25	1384	P11751	00105512	08/27/2020
					Check Total:	8,512.25			
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP082720	112.51	082720		00105513	08/27/2020
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	296561-6330 Electricity	AP082720	712.26	082720		00105513	08/27/2020
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP082720	50.66	082720		00105513	08/27/2020
MW OH	SOUTHERN CALIFORNIA	JULY-AUG ELECTRICAL CHARGES	109595-6330	AP082720	7,879.41	082720		00105513	08/27/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP082720	15.68	082720		00105513	08/27/2020
					Check Total:	8,770.52			
MW OH	PLACENTIA, CITY OF V000860	CASH TRANSFER FOR PCARD FEES	0010-1101 General Checking with Bank	AP082820	142,440.12	082720		00105514	08/27/2020
					Check Total:	142,440.12			
MW OH	301 CAFE V011646	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	19		00105515	09/02/2020
					Check Total:	2,000.00			
MW OH	CACEGA CORP V011651	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	6		00105516	09/02/2020
					Check Total:	2,000.00			
MW OH	CRAFTSMAN WOOD FIRED V009271	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	12		00105517	09/02/2020
					Check Total:	2,000.00			
MW OH	EL FAROLITO INC V002115	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	7		00105518	09/02/2020
					Check Total:	2,000.00			
MW OH	ELICKER ENTERPRISES V011649	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	11		00105519	09/02/2020
					Check Total:	2,000.00			
MW OH	ESTHER'S TACO HOUSE V010241	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	8		00105520	09/02/2020
					Check Total:	2,000.00			
MW OH	EVEREST CUISINE OF INDIA V011648	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	14		00105521	09/02/2020
					Check Total:	2,000.00			
MW OH	FIESTA IMPERIAL	OUTDOOR DINING GRANT	103550-6301 / 50520-6301	AP083120	2,000.00	15		00105522	09/02/2020

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005035		Special Department Supplies						
				Check Total:	2,000.00				
MW OH	GINA MARIA'S PIZZERIA V011489	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	10		00105523	09/02/2020
				Check Total:	2,000.00				
MW OH	MEAT UP BBQ V011642	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	1		00105524	09/02/2020
				Check Total:	2,000.00				
MW OH	MI CASITA RESTAURANTE V009336	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	16		00105525	09/02/2020
				Check Total:	2,000.00				
MW OH	MINI GOURMET V006333	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	9		00105526	09/02/2020
				Check Total:	2,000.00				
MW OH	MR. D'S V011644	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	4		00105527	09/02/2020
				Check Total:	2,000.00				
MW OH	PAULS COUNTRY KITCHEN V011498	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	13		00105528	09/02/2020
				Check Total:	2,000.00				
MW OH	PIZZA STORE V011643	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	1		00105529	09/02/2020
				Check Total:	2,000.00				
MW OH	REMBRANDT'S V000893	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	18		00105530	09/02/2020
				Check Total:	2,000.00				
MW OH	THE BRUERY LLC V011645	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	3		00105531	09/02/2020

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	2,000.00				
MW OH	THE ORIGINAL PANCAKE V011650	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	5		00105532	09/02/2020
				Check Total:	2,000.00				
MW OH	THE WHOLE ENCHILADA V011647	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP083120	2,000.00	17		00105533	09/02/2020
				Check Total:	2,000.00				
MW OH	CALIFORNIA STATE V004813	PE 08/22/20 PD 08/28/20	0029-2196 Garnishments W/H	PY20018	9.23	2700/2001018		00105534	09/03/2020
MW OH	CALIFORNIA STATE V004813	PE 08/22/20 PD 08/28/20	0048-2196 Garnishments W/H	PY20018	46.15	2700/2001018		00105534	09/03/2020
MW OH	CALIFORNIA STATE V004813	PE 08/22/20 PD 08/28/20	0010-2196 Garnishments W/H	PY20018	2,062.94	2700/2001018		00105534	09/03/2020
MW OH	CALIFORNIA STATE V004813	PE 08/22/20 PD 08/28/20	0037-2196 Garnishments W/H	PY20018	69.23	2700/2001018		00105534	09/03/2020
				Check Total:	2,187.55				
MW OH	ORANGE COUNTY V000699	PE 08/22/20 PD 08/28/20	0029-2176 PCEA/OCEA Assoc Dues	PY20018	4.65	2610/2001018		00105535	09/03/2020
MW OH	ORANGE COUNTY V000699	PE 08/22/20 PD 08/28/20	0010-2176 PCEA/OCEA Assoc Dues	PY20018	365.19	2610/2001018		00105535	09/03/2020
MW OH	ORANGE COUNTY V000699	PE 08/22/20 PD 08/28/20	0054-2176 PCEA/OCEA Assoc Dues	PY20018	1.59	2610/2001018		00105535	09/03/2020
MW OH	ORANGE COUNTY V000699	PE 08/22/20 PD 08/28/20	0037-2176 PCEA/OCEA Assoc Dues	PY20018	1.63	2610/2001018		00105535	09/03/2020
MW OH	ORANGE COUNTY V000699	PE 08/22/20 PD 08/28/20	0048-2176 PCEA/OCEA Assoc Dues	PY20018	11.74	2610/2001018		00105535	09/03/2020
				Check Total:	384.80				
MW OH	ORANGE COUNTY SHERIFFS V005007	SPE 08/22/20 PD 08/28/20	0010-2196 Garnishments W/H	PY20018	429.77	2714/2001018		00105536	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	429.77				
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 08/22/20 PD 08/28/20	0029-2176 PCEA/OCEA Assoc Dues	PY20018	0.48	2615/2001018		00105537	09/03/2020
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 08/22/20 PD 08/28/20	0010-2176 PCEA/OCEA Assoc Dues	PY20018	37.97	2615/2001018		00105537	09/03/2020
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 08/22/20 PD 08/28/20	0054-2176 PCEA/OCEA Assoc Dues	PY20018	0.17	2615/2001018		00105537	09/03/2020
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 08/22/20 PD 08/28/20	0037-2176 PCEA/OCEA Assoc Dues	PY20018	0.17	2615/2001018		00105537	09/03/2020
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 08/22/20 PD 08/28/20	0048-2176 PCEA/OCEA Assoc Dues	PY20018	1.21	2615/2001018		00105537	09/03/2020
				Check Total:	40.00				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0029-2170 Deferred Comp Payable - ICMA	PY20018	136.91	2606/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0010-2170 Deferred Comp Payable - ICMA	PY20018	2,339.23	2606/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0037-2170 Deferred Comp Payable - ICMA	PY20018	30.16	2606/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0048-2170 Deferred Comp Payable - ICMA	PY20018	92.55	2606/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0054-2170 Deferred Comp Payable - ICMA	PY20018	8.38	2606/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0010-2170 Deferred Comp Payable - ICMA	PY20018	1,052.91	2608/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0048-2170 Deferred Comp Payable - ICMA	PY20018	9.65	2608/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0037-2170 Deferred Comp Payable - ICMA	PY20018	13.51	2608/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER V007191	PE 08/22/20 PD 08/28/20	0054-2170 Deferred Comp Payable - ICMA	PY20018	9.65	2608/2001018		00105538	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER PE 08/22/20 PD 08/28/20 V007191		0054-2170 Deferred Comp Payable - ICMA	PY20018	6.79	2609/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER PE 08/22/20 PD 08/28/20 V007191		0037-2170 Deferred Comp Payable - ICMA	PY20018	9.50	2609/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER PE 08/22/20 PD 08/28/20 V007191		0048-2170 Deferred Comp Payable - ICMA	PY20018	6.79	2609/2001018		00105538	09/03/2020
MW OH	VANTAGEPOINT TRANSFER PE 08/22/20 PD 08/28/20 V007191		0010-2170 Deferred Comp Payable - ICMA	PY20018	119.41	2609/2001018		00105538	09/03/2020
Check Total:					3,835.44				
MW OH	AFTERMATH SERVICES LLC 7/30 BIO-HAZARD CLEANING V009949		103043-6099 Professional Services	AP090320	550.00	JC2020-6565		00105539	09/03/2020
Check Total:					550.00				
MW OH	AT & T V008736	AUG FIRE STN 1 INTERNET	109595-6215 Telephone	AP090320	67.74	FD 1 AUG 20		00105540	09/03/2020
MW OH	AT & T V008736	AUG FIRE STN 2 INTERNET	109595-6215 Telephone	AP090320	52.05	FD 2 AUG 20		00105540	09/03/2020
MW OH	AT & T V008736	AUG KOCH PARK INTERNET	109595-6215 Telephone	AP090320	41.35	KP AUG 20		00105540	09/03/2020
Check Total:					161.14				
MW OH	AT & T MOBILITY V008709	AUG IPAD CHARGES	109595-6215 Telephone	AP090320	640.68	X08152020		00105541	09/03/2020
Check Total:					640.68				
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	109595-6215 Telephone	AP090320	3,219.05	082720		00105542	09/03/2020
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	109595-6215 / 21009-6215 Telephone	AP090320	10.96	082720		00105542	09/03/2020
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP090320	9.14	082720		00105542	09/03/2020
MW OH	AT&T	JULY-AUG PHONE CHARGES	296561-6215	AP090320	389.81	082720		00105542	09/03/2020

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004144		Telephone						
				Check Total:	3,628.96				
MW OH	AT&T V011041	AUG CH INTERNET, VOICE	109595-6215 Telephone	AP090320	1,282.50	4433856501		00105543	09/03/2020
				Check Total:	1,282.50				
MW OH	AT&T MOBILITY V011025	JULY PW WIRELESS CHARGES	109595-6215 Telephone	AP090320	1,417.69	16742462		00105544	09/03/2020
				Check Total:	1,417.69				
MW OH	AWNINGS BY RUSS V011632	INSTALL AWNINGS	675105-6185 Construction Services	AP090320	1,800.00	244152	P11806	00105545	09/03/2020
				Check Total:	1,800.00				
MW OH	BADGE FRAME INC V010144	DUTY LINE BOARDS	103066-6301 Special Department Supplies	AP090320	2,715.30	36587-2	P11809	00105546	09/03/2020
				Check Total:	2,715.30				
MW OH	BC TRAFFIC SPECIALIST V009382	TRAFFIC SIGNS	103550-6301 / 50510-6301 Special Department Supplies	AP090320	40.22	0052107-IN		00105547	09/03/2020
MW OH	BC TRAFFIC SPECIALIST V009382	TRAFFIC SIGNS	103550-6301 / 50510-6301 Special Department Supplies	AP090320	717.55	0052116-IN		00105547	09/03/2020
MW OH	BC TRAFFIC SPECIALIST V009382	TRAFFIC SIGNS	103550-6301 / 50510-6301 Special Department Supplies	AP090320	200.42	0052127-IN		00105547	09/03/2020
				Check Total:	958.19				
MW OH	BRYTON PRINTING INC V011194	PRINTING SERVICES	101001-6001 Management Consulting Services	AP090320	3,171.68	15725	P11827	00105548	09/03/2020
				Check Total:	3,171.68				
MW OH	CALIFORNIA FORENSIC V000232	JULY BLOOD DRAWS	103040-6055 Medical Services	AP090320	339.90	1385	P11791	00105549	09/03/2020
				Check Total:	339.90				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP090320	250.46	72685225		00105550	09/03/2020

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	250.46				
MW OH	CALPACS V010979	AGENCY MEMBERSHIP	101512-6255 Dues & Memberships	AP090320	275.00	2020-102		00105551	09/03/2020
				Check Total:	275.00				
MW OH	CANON FINANCIAL SERVICES V008979	AUG COPIER LEASE CHARGES	109595-6175 Office Equipment Rental	AP090320	2,802.04	21763805		00105552	09/03/2020
MW OH	CANON FINANCIAL SERVICES V008979	AUG COPIER USAGE	109595-6175 Office Equipment Rental	AP090320	266.00	21763806		00105552	09/03/2020
				Check Total:	3,068.04				
MW OH	CARL WARREN & CO V008011	AUG LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP090320	1,661.00	CWC-2003133		00105553	09/03/2020
				Check Total:	1,661.00				
MW OH	CBE V008124	AUG COPIER OVERAGE CHARGES	109595-6175 Office Equipment Rental	AP090320	144.48	IN2300144		00105554	09/03/2020
				Check Total:	144.48				
MW OH	CCP INDUSTRIES INC V010526	GLOVES	103652-6301 Special Department Supplies	AP090320	74.11	IN02568310		00105555	09/03/2020
MW OH	CCP INDUSTRIES INC V010526	HUCK TOWELS	103654-6301 Special Department Supplies	AP090320	121.61	IN02571226		00105555	09/03/2020
MW OH	CCP INDUSTRIES INC V010526	SAFETY VESTS	103652-6301 Special Department Supplies	AP090320	358.15	IN02571227		00105555	09/03/2020
				Check Total:	553.87				
MW OH	CERTAPRO PAINTERS OF V011241	FIRE STATION PAINTING SVS	675105-6185 Construction Services	AP090320	8,241.75	7577	P11789	00105556	09/03/2020
MW OH	CERTAPRO PAINTERS OF V011241	FIRE STATION PAINTING SVS	675105-6185 Construction Services	AP090320	16,733.25	7578	P11789	00105556	09/03/2020
				Check Total:	24,975.00				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - GREEN	101511-6315 Office Supplies	AP090320	7.88	ASCS001573		00105557	09/03/2020

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF BREA V000125	BUSINESS CARDS	102020-6230 Printing & Binding	AP090320	25.30	ASCS001575		00105557	09/03/2020
MW OH	CITY OF BREA V000125	DINE OUT PLACENTIA POSTERS	103550-6301 / 50510-6301 Special Department Supplies	AP090320	86.20	ASCS001577		00105557	09/03/2020
Check Total:					119.38				
MW OH	COAST EMS LLC V011441	EMS SUPPLIES	103066-6301 Special Department Supplies	AP090320	5,108.14	8316	P11807	00105558	09/03/2020
MW OH	COAST EMS LLC V011441	EMS SUPPLIES	103066-6301 Special Department Supplies	AP090320	651.96	8317	P11807	00105558	09/03/2020
Check Total:					5,760.10				
MW OH	COMLOCK V003166	PAD LOCKS	103550-6301 / 50510-6301 Special Department Supplies	AP090320	452.55	827499		00105559	09/03/2020
Check Total:					452.55				
MW OH	CRAFCO INC. V009329	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP090320	714.18	9402321554		00105560	09/03/2020
Check Total:					714.18				
MW OH	DATA TICKET INC. V006119	JULY CODE ENFORCE CITATIONS	102533-6290 Dept. Contract Services	AP090320	742.00	115327		00105561	09/03/2020
Check Total:					742.00				
MW OH	DAVIS, ANTHONY V011637	EMT TRAINING REIMBURSEMENT	103066-6250 Staff Training	AP090320	125.50	111943584		00105562	09/03/2020
Check Total:					125.50				
MW OH	DAY & NITE DOOR SERVICE V001616	METAL DOOR REPAIR SVS	103654-6130 Repair & Maint/Facilities	AP090320	896.00	OC-89298		00105563	09/03/2020
Check Total:					896.00				
MW OH	DELTA INDUSTRIAL SERVICE V011545	URNOUT RENTALS	103066-6360 Uniforms	AP090320	332.00	75694		00105564	09/03/2020
Check Total:					332.00				
MW OH	DISTINGUISHED PEST	FIRE STN 1 & 2 PEST CONTROL	103654-6290	AP090320	1,000.00	16600		00105565	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003466		Dept. Contract Services						
				Check Total:	1,000.00				
MW OH	FACTORY MOTOR PARTS V010842	WHEEL NUTS	103658-6134 Vehicle Repair & Maintenance	AP090320	13.36	101-315401		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	WHEEL BEARINGS	103658-6134 Vehicle Repair & Maintenance	AP090320	228.39	102-110218		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	GRINDER CLOTH ROLL	103658-6134 Vehicle Repair & Maintenance	AP090320	69.11	102-110407		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	SWAY BAR LINK KIT	103658-6134 Vehicle Repair & Maintenance	AP090320	44.46	102-110774		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE DRUM, BRAKE SHOES	103658-6134 Vehicle Repair & Maintenance	AP090320	77.39	102-110823		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP090320	74.41	102-110844		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	ACCUMULATOR FILTER DRIER	103658-6134 Vehicle Repair & Maintenance	AP090320	30.84	102-111346		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	TRANSMISSION BELTS	103658-6134 Vehicle Repair & Maintenance	AP090320	34.50	102-111529		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP090320	20.28	102-111673		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	SPARK PLUGS, AIR CLEANER	103658-6134 Vehicle Repair & Maintenance	AP090320	93.56	102-112224		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	AIR & OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP090320	52.60	102-112420		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	A/C SEAL KIT	103658-6134 Vehicle Repair & Maintenance	AP090320	15.86	11-1808982		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	DRUM OF MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP090320	468.55	12-3598802		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	VALVE ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP090320	52.57	12-3601816		00105566	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	SWAY BAR BUSHING	103658-6134 Vehicle Repair & Maintenance	AP090320	24.51	12-3603878		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	CONDENSER	103658-6134 Vehicle Repair & Maintenance	AP090320	141.30	12-3604316		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	REFRIGERANT TANK	103658-6134 Vehicle Repair & Maintenance	AP090320	239.42	12-3604376		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	COMPRESSOR KIT	103658-6134 Vehicle Repair & Maintenance	AP090320	291.68	12-3611697		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP090320	77.97	12-3614118		00105566	09/03/2020
MW OH	FACTORY MOTOR PARTS V010842	STEERING TIE ROD END	103658-6134 Vehicle Repair & Maintenance	AP090320	56.91	12-3631469		00105566	09/03/2020
Check Total:					2,107.67				
MW OH	FAST SIGNS OF BREA V011616	PODIUM SEALS	581573-6301 Special Department Supplies	AP090320	170.37	261-9313		00105567	09/03/2020
Check Total:					170.37				
MW OH	FEDEX V000394	SHIPPING CHARGES	103040-6325 Postage	AP090320	41.72	7-088-00989		00105568	09/03/2020
MW OH	FEDEX V000394	SHIPPING CHARGES	103066-6301 Special Department Supplies	AP090320	15.06	7-088-00989		00105568	09/03/2020
Check Total:					56.78				
MW OH	FIREMASTER V000409	FIRE EXTINGUISHERS	103654-6301 Special Department Supplies	AP090320	1,157.10	0000765221		00105569	09/03/2020
Check Total:					1,157.10				
MW OH	FIS V008518	JULY B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP090320	73.72	34559761		00105570	09/03/2020
Check Total:					73.72				
MW OH	FLOCK SAFETY V011598	FALCON CAMERAS	784070-6899 Other Capital Outlay	AP090320	19,000.00	AA9751F2-0001 P11780		00105571	09/03/2020

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	19,000.00				
MW OH	FUN FLICKS V011611	MOVIES IN THE PARK RENTALS	104071-6301 / 79397-6301 Special Department Supplies	AP090320	1,573.20	6769885		00105572	09/03/2020
				Check Total:	1,573.20				
MW OH	GALLS LLC V000438	FIREFIGHTER UNIFORMS	103066-6360 Uniforms	AP090320	111.59	015858099		00105573	09/03/2020
				Check Total:	111.59				
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Supplies	AP090320	73.57	309027A		00105574	09/03/2020
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Supplies	AP090320	543.06	309061A		00105574	09/03/2020
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Supplies	AP090320	252.16	309087A		00105574	09/03/2020
				Check Total:	868.79				
MW OH	GOLDEN STATE WATER V000928	JULY-AUG WATER CHARGES	109595-6335 Water	AP090320	27,668.57	090320		00105575	09/03/2020
MW OH	GOLDEN STATE WATER V000928	JULY-AUG WATER CHARGES	296561-6335 Water	AP090320	13,659.99	090320		00105575	09/03/2020
MW OH	GOLDEN STATE WATER V000928	JULY-AUG WATER CHARGES	109595-6335 / 21010-6335 Water	AP090320	828.63	090420		00105575	09/03/2020
MW OH	GOLDEN STATE WATER V000928	JULY-AUG WATER CHARGES	109595-6335 Water	AP090320	24,482.21	090420		00105575	09/03/2020
				Check Total:	66,639.40				
MW OH	GONZALEZ, SANDRA V010618	VILLAGE PLAZA DESIGN REVIEW	100000-4305 / 45089-4305 Planning Division Fees	AP090320	1,350.00	020-15		00105576	09/03/2020
				Check Total:	1,350.00				
MW OH	GRAFIX SYSTEMS V011370	UTILITY VEHICLE STICKERS	103066-6301 Special Department Supplies	AP090320	708.40	28218		00105577	09/03/2020
				Check Total:	708.40				

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GRANICUS INC. V007659	7/1-9/30 SUITES & TEMPLATES	101523-6136 Software Maintenance	AP090320	1,984.47	126926	P11808	00105578	09/03/2020
MW OH	GRANICUS INC. V007659	7/1-9/30 AGENDA MGMT	581573-6136 Software Maintenance	AP090320	4,079.60	126926	P11808	00105578	09/03/2020
MW OH	GRANICUS INC. V007659	OCT-DEC AGENDA MGMT	581573-6136 Software Maintenance	AP090320	4,079.60	130598	P11808	00105578	09/03/2020
MW OH	GRANICUS INC. V007659	OCT-DEC SUITES & TEMPLATES	101523-6136 Software Maintenance	AP090320	1,984.50	130598	P11808	00105578	09/03/2020
MW OH	GRANICUS INC. V007659	ENCODING SOFTWARE	109595-6999 Other Expenditure	AP090320	4,150.32	130063	P11810	00105578	09/03/2020
Check Total:					16,278.49				
MW OH	HDL COREN & CONE V001564	JULY-SEP PROPERTY TAX MGMT	102020-6099 Professional Services	AP090320	3,465.00	SIN002622	P11800	00105579	09/03/2020
Check Total:					3,465.00				
MW OH	HEALTHPOINTE MEDICAL V010713	7/13 PRE EMPLOYMENT EXAM	101512-6099 Professional Services	AP090320	592.00	30601-3289590		00105580	09/03/2020
Check Total:					592.00				
MW OH	HERC RENTALS INC V010786	CONCRETE PANER RENTAL	103652-6170 Equipment & Tool Rental	AP090320	298.78	31550094-001		00105581	09/03/2020
MW OH	HERC RENTALS INC V010786	STUMP GRINDER RENTAL	103652-6170 Equipment & Tool Rental	AP090320	272.08	31574319-001		00105581	09/03/2020
MW OH	HERC RENTALS INC V010786	TRAILER TILT RENTAL	103652-6170 Equipment & Tool Rental	AP090320	174.69	31614208-001		00105581	09/03/2020
Check Total:					745.55				
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SIGNS	103550-6301 / 50510-6301 Special Department Supplies	AP090320	61.60	105001		00105582	09/03/2020
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SIGNS	103550-6301 / 50510-6301 Special Department Supplies	AP090320	150.95	105002		00105582	09/03/2020
MW OH	HI-WAY SAFETY RENTALS	TRAFFIC SIGNS	103550-6301 / 50510-6301	AP090320	68.08	105616		00105582	09/03/2020

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000459		Special Department Supplies						
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SIGNS	103550-6301 / 50510-6301 Special Department Supplies	AP090320	1,145.58	105747		00105582	09/03/2020
Check Total:					1,426.21				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP090320	100.00	30-20-319		00105583	09/03/2020
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP090320	100.00	30-20-320		00105583	09/03/2020
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP090320	100.00	30-20-321		00105583	09/03/2020
Check Total:					300.00				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 8/22 PD 8/28	0010-2170 Deferred Comp Payable - ICMA	AP090320	2,324.65	PR2001018		00105584	09/03/2020
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 8/22 PD 8/28	0054-2170 Deferred Comp Payable - ICMA	AP090320	43.93	PR2001018		00105584	09/03/2020
MW OH	ICMA RETIREMENT TRUST V010029	ICMA 401 P/D 8/22 PD 8/28	0010-2170 Deferred Comp Payable - ICMA	AP090320	6,924.31	PR2001018A		00105584	09/03/2020
Check Total:					9,292.89				
MW OH	IMPERIAL SPRINKLER V006506	TUBING, COMPRESSION NUTS	103655-6130 Repair & Maint/Facilities	AP090320	25.72	4287396-01		00105585	09/03/2020
MW OH	IMPERIAL SPRINKLER V006506	SOLENOID, GASKETS	103655-6130 Repair & Maint/Facilities	AP090320	174.82	4294468-00		00105585	09/03/2020
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION REPAIR KIT	103655-6130 Repair & Maint/Facilities	AP090320	345.15	4294468-01		00105585	09/03/2020
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION CONTROLLER	103655-6130 Repair & Maint/Facilities	AP090320	444.29	4303056-00		00105585	09/03/2020
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION CONTROLLERS	103655-6130 Repair & Maint/Facilities	AP090320	314.08	4303740-00		00105585	09/03/2020
MW OH	IMPERIAL SPRINKLER	IRRIGATION SUPPLIES	103655-6130	AP090320	229.54	4313990-00		00105585	09/03/2020

**City of Placentia
Check Register
For 09/09/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006506		Repair & Maint/Facilities						
MW OH	IMPERIAL SPRINKLER V006506	CONTROLLER	103655-6130 Repair & Maint/Facilities	AP090320	119.30	4314878-00		00105585	09/03/2020
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090320	386.65	4319973-00		00105585	09/03/2020
Check Total:					2,039.55				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 8/22 PD 8/28	0010-2131 Employer PARS/ARS Payable	AP090320	2,199.53	PR2001018		00105586	09/03/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 8/22 PD 8/28	0029-2131 Employer PARS/ARS Payable	AP090320	19.66	PR2001018		00105586	09/03/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 8/22 PD 8/28	0037-2131 Employer PARS/ARS Payable	AP090320	274.92	PR2001018		00105586	09/03/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 8/22 PD 8/28	0054-2131 Employer PARS/ARS Payable	AP090320	90.74	PR2001018		00105586	09/03/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 8/22 PD 8/28	0048-2131 Employer PARS/ARS Payable	AP090320	154.41	PR2001018		00105586	09/03/2020
Check Total:					2,739.26				
MW OH	KOA HILLS CONSULTING LLC V011519	10-21 CONSULTING SVS	796103-6840 Machinery & Equipment	AP090320	11,593.75	7201	P11793	00105587	09/03/2020
Check Total:					11,593.75				
MW OH	LENYI, DARIN V010245	TOLL ROAD REIMBURSEMENT	103040-6301 Special Department Supplies	AP090320	13.32	DL082020		00105588	09/03/2020
Check Total:					13.32				
MW OH	M JACK BROOKS JD V010723	AUG CONSULTING SVS	796103-6099 Professional Services	AP090320	9,000.00	05 PFIN	P11767	00105589	09/03/2020
Check Total:					9,000.00				
MW OH	MANAGED HEALTH V008122	SEPT EAP SERVICES	395083-5161 Health Insurance Premiums	AP090320	313.95	PRM-055423		00105590	09/03/2020
Check Total:					313.95				

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MARIPOSA LANDSCAPES INC V000647	INCULY LANDSCAPE MAINT LIBRARY	103655-6115 / 21008-6115 Landscaping	AP090320	1,600.40	89808	P11749	00105591	09/03/2020
MW OH	MARIPOSA LANDSCAPES INC V000647	INCULY LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP090320	6,040.63	89808	P11749	00105591	09/03/2020
MW OH	MARIPOSA LANDSCAPES INC V000647	INCULY LANDSCAPE MAINT	103655-6115 Landscaping	AP090320	3,535.64	89808	P11749	00105591	09/03/2020
MW OH	MARIPOSA LANDSCAPES INC V000647	INCULY LANDSCAPE MAINT	173555-6115 Landscaping	AP090320	9,142.92	89808	P11749	00105591	09/03/2020
Check Total:					20,319.59				
MW OH	MC FADDEN-DALE V000635	LACQUER THINNER	103658-6301 Special Department Supplies	AP090320	65.87	418318/5		00105592	09/03/2020
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIRS SUPPLIES	103654-6301 Special Department Supplies	AP090320	76.52	420261/5		00105592	09/03/2020
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIRS SUPPLIES	103654-6301 Special Department Supplies	AP090320	40.84	420868/5		00105592	09/03/2020
MW OH	MC FADDEN-DALE V000635	COIL CHAIN	103652-6301 Special Department Supplies	AP090320	361.72	421049/5		00105592	09/03/2020
MW OH	MC FADDEN-DALE V000635	ELECTRICIANS POUCH	103654-6301 Special Department Supplies	AP090320	82.71	421267/5		00105592	09/03/2020
MW OH	MC FADDEN-DALE V000635	WIRE STRIPPER CUTTER	103654-6301 Special Department Supplies	AP090320	43.64	421451/5		00105592	09/03/2020
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP090320	33.83	421593/5		00105592	09/03/2020
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIRS SUPPLIES	103654-6301 Special Department Supplies	AP090320	48.10	421777/5		00105592	09/03/2020
MW OH	MC FADDEN-DALE V000635	PAINT & SUPPLIES	103654-6301 Special Department Supplies	AP090320	112.06	421845/5		00105592	09/03/2020
Check Total:					865.29				
MW OH	MINUTEMAN V007449	BUDGET PRINTING SVS	102020-6230 Printing & Binding	AP090320	3,210.84	36351		00105593	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Check Total:	3,210.84			
MW OH	MISSION LINEN SUPPLY V011110	PW UNIFORMS SHIRTS	103650-6360 Uniforms	AP090320	19.98	512785757	P11769	00105594	09/03/2020
MW OH	MISSION LINEN SUPPLY V011110	7/7 PW UNIFORMS	103650-6360 Uniforms	AP090320	134.91	512799226	P11769	00105594	09/03/2020
MW OH	MISSION LINEN SUPPLY V011110	7/14 PW UNIFORMS	103650-6360 Uniforms	AP090320	134.91	512851391	P11769	00105594	09/03/2020
MW OH	MISSION LINEN SUPPLY V011110	7/21 PW UNIFORMS	103650-6360 Uniforms	AP090320	134.91	512890399	P11769	00105594	09/03/2020
MW OH	MISSION LINEN SUPPLY V011110	7/28 PW UNIFORMS	103650-6360 Uniforms	AP090320	134.91	512935828	P11769	00105594	09/03/2020
MW OH	MISSION LINEN SUPPLY V011110	8/4 PW UNIFORMS	103650-6360 Uniforms	AP090320	134.91	512981106	P11769	00105594	09/03/2020
MW OH	MISSION LINEN SUPPLY V011110	8/18 PW UNIFORMS	103650-6360 Uniforms	AP090320	134.91	513070571	P11769	00105594	09/03/2020
MW OH	MISSION LINEN SUPPLY V011110	8/25 PW UNIFORMS	103650-6360 Uniforms	AP090320	134.91	513114275	P11769	00105594	09/03/2020
					Check Total:	964.35			
MW OH	NATIONAL NOTARY ASSN V000681	NOTARY MEMBERSHIP	101513-6255 Dues & Memberships	AP090320	593.92	081820		00105595	09/03/2020
					Check Total:	593.92			
MW OH	NATIONAL RECREATION & V001224	NRPA MEMBERSHIP - ORTIZ	104070-6255 Dues & Memberships	AP090320	675.00	081320		00105596	09/03/2020
					Check Total:	675.00			
MW OH	NGUYEN, KHOINGUYEN V009831	CLASS REFUND	100000-4340 Recreation Programs	AP090320	396.00	2002815.002		00105597	09/03/2020
					Check Total:	396.00			
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP090320	18,203.88	351635	P11753	00105598	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	18,203.88			
MW OH	ODYSSEY POWER COPR V010391	GENERATOR MAINT	103654-6130 Repair & Maint/Facilities	AP090320	365.00 103851		00105599	09/03/2020
				Check Total:	365.00			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP090320	16.53 66437		00105600	09/03/2020
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP090320	123.94 66601		00105600	09/03/2020
				Check Total:	140.47			
MW OH	OPTION ONE CORP V011639	ROOFING BOND REUFND	0044-2033 Construction & Demo Deposit	AP090320	100.00 30-20-334		00105601	09/03/2020
				Check Total:	100.00			
MW OH	ORANGE COUNTY CHIEFS OMEMBERSHIP DUES V011653		103040-6255 Dues & Memberships	AP090320	250.00 FY 20/21		00105602	09/03/2020
				Check Total:	250.00			
MW OH	ORANGE COUNTY V007306	JULY PARKING CITATIONS	0044-2038 Parking Fines	AP090320	5,533.00 073120		00105603	09/03/2020
				Check Total:	5,533.00			
MW OH	PARKHOUSE TIRE INC V004472	TIRE DISPOSAL FEE	103658-6134 Vehicle Repair & Maintenance	AP090320	33.00 1020229823		00105604	09/03/2020
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP090320	255.15 1020230258		00105604	09/03/2020
				Check Total:	288.15			
MW OH	PARS V006999	JUNE PARS ARS FEES	395083-6025 Third Party Administration	AP090320	755.89 46159		00105605	09/03/2020
MW OH	PARS V006999	JUNE PARS REP FEES	395083-6025 Third Party Administration	AP090320	400.00 46193		00105605	09/03/2020
				Check Total:	1,155.89			
MW OH	PETE'S ROAD SERVICE INC	TOWING SERVICES	103658-6134	AP090320	347.49 435252-00		00105606	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000767		Vehicle Repair & Maintenance						
				Check Total:	347.49				
MW OH	PETERSON, DAN V011638	ROOFING BVOND REFUND	0044-2033 Construction & Demo Deposit	AP090320	100.00	30-20-289		00105607	09/03/2020
				Check Total:	100.00				
MW OH	POWERSTRIDE BATTERY COCAR BATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP090320	104.86	C 67220		00105608	09/03/2020
				Check Total:	104.86				
MW OH	PRINCIPAL FINANCIAL V000844	AUG LIFE INSURANCE	109595-5110 Life Ins Allocation	AP090320	796.76	124127054000-00		00105609	09/03/2020
MW OH	PRINCIPAL FINANCIAL V000844	AUG LIFE INSURANCE	395083-5163 Life Insurance Premiums	AP090320	390.40	124127054000-00		00105609	09/03/2020
				Check Total:	1,187.16				
MW OH	PRINCIPAL LIFE V008141	AUG DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP090320	1,237.50	AUGUST 20		00105610	09/03/2020
MW OH	PRINCIPAL LIFE V008141	AUG DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP090320	821.70	AUGUST 20		00105610	09/03/2020
				Check Total:	2,059.20				
MW OH	QUADIENT FINANCE USA INEUNDS FOR POSTAGE MACHINE V011439		109595-6325 Postage	AP090320	5,014.04	080520		00105611	09/03/2020
				Check Total:	5,014.04				
MW OH	QUALITY AUTO GLASS V002245	REPLACE WINDSHIELD	103658-6134 Vehicle Repair & Maintenance	AP090320	178.20	12703		00105612	09/03/2020
				Check Total:	178.20				
MW OH	RELIANCE STANDARD LIFE V008214	AUG INSURANCE PREMIUMS	109595-5163 Life Insurance Premiums	AP090320	5,314.80	080120 GL		00105613	09/03/2020
MW OH	RELIANCE STANDARD LIFE V008214	AUG INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP090320	4,401.09	080120 LTD		00105613	09/03/2020
MW OH	RELIANCE STANDARD LIFE	AUG INSURANCE PREMIUMS	109595-5169	AP090320	4,048.28	080120 STD		00105613	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008214		STD Ins Premium						
MW OH	RELIANCE STANDARD LIFE V008214	SEPT INSURANCE PREMIUMS	109595-5163 Life Insurance Premiums	AP090320	5,342.33	090120 GL		00105613	09/03/2020
MW OH	RELIANCE STANDARD LIFE V008214	SEPT INSURANCE PREMIUMS	109595-5163 Life Insurance Premiums	AP090320	4,443.84	090120 LTD		00105613	09/03/2020
MW OH	RELIANCE STANDARD LIFE V008214	SEPT INSURANCE PREMIUMS	109595-5163 Life Insurance Premiums	AP090320	4,084.67	090120 STD		00105613	09/03/2020
Check Total:					27,635.01				
MW OH	REPUBLIC WASTE SERVICES V007205	JULY REFUSE COLLECTION SVS	374386-6101 Disposal	AP090320	275,812.74	676-004118810	P11830	00105614	09/03/2020
Check Total:					275,812.74				
MW OH	RODRIGUEZ, DONNA V005014	SHEET MUSIC REIMBURSEMENT	0044-2063 Placentia Community Chorus	AP090320	16.55	360903536		00105615	09/03/2020
MW OH	RODRIGUEZ, DONNA V005014	SHEET MUSIC REIMBURSEMENT	0044-2063 Placentia Community Chorus	AP090320	40.80	360919648		00105615	09/03/2020
Check Total:					57.35				
MW OH	ROESTI, CODY V011652	SUPPLIES REIMBURSEMENT	103066-6301 Special Department Supplies	AP090320	51.49	082620		00105616	09/03/2020
Check Total:					51.49				
MW OH	SAGECREST PLANNING V010576	ANDAUG CONSULTING SVS	102532-6290 Dept. Contract Services	AP090320	12,640.00	2062	P11738	00105617	09/03/2020
Check Total:					12,640.00				
MW OH	SANTIAGO ROOFING V001614	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP090320	100.00	30-20-293		00105618	09/03/2020
Check Total:					100.00				
MW OH	SO CAL GAS V000909	JULY-AUG GAS CHARGES	109595-6340 Natural Gas	AP090320	125.93	082620		00105619	09/03/2020
MW OH	SO CAL GAS V000909	JULY-AUG GAS CHARGES	109595-6340 Natural Gas	AP090320	314.45	090320		00105619	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	440.38			
MW OH	SO CAL LAND MAINTENANCE V011102	JULY PARK MAINT SVS	103655-6115 Landscaping	AP090320	22,968.91 9076	P11748	00105620	09/03/2020
				Check Total:	22,968.91			
MW OH	SOUTHERN CALIFORNIA V009955	JUNE LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP090320	1,306.75 0000486324		00105621	09/03/2020
MW OH	SOUTHERN CALIFORNIA V009955	JUNE LEGAL ADVERTISING	374386-6299 Other Purchased Services	AP090320	198.00 0000486324		00105621	09/03/2020
				Check Total:	1,504.75			
MW OH	SPARKLETTS V000967	AUG FD 1 COFFEE, WATER SVS	109595-6301 Special Department Supplies	AP090320	679.47 20551398 080820		00105622	09/03/2020
MW OH	SPARKLETTS V000967	AUG FD 2 COFFEE, WATER SVS	109595-6301 Special Department Supplies	AP090320	775.28 20555120 080820		00105622	09/03/2020
				Check Total:	1,454.75			
MW OH	SUPERION LLC V005987	7/19-8/2 BI-TECH TRAINING	796103-6840 Machinery & Equipment	AP090320	2,720.00 288554	P11766	00105623	09/03/2020
				Check Total:	2,720.00			
MW OH	THE SAUCE CREATIVE V007476	REBRANDING CS LOGO	104071-6301 Special Department Supplies	AP090320	450.00 4391		00105624	09/03/2020
MW OH	THE SAUCE CREATIVE V007476	5K RUN MEDALS & SHIRTS	104071-6301 Special Department Supplies	AP090320	2,217.69 4393		00105624	09/03/2020
				Check Total:	2,667.69			
MW OH	TIAA COMMERCIAL FINANCE V010867	JULY, AUG PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP090320	4,351.84 7404667	P11794	00105625	09/03/2020
MW OH	TIAA COMMERCIAL FINANCE V010867	SEPT PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP090320	2,175.92 7485717	P11794	00105625	09/03/2020
				Check Total:	6,527.76			
MW OH	TIME WARNER CABLE V004450	AUG PD INTERNET CHARGES	109595-6215 Telephone	AP090320	619.00 0528002081420		00105626	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	619.00				
MW OH	TRAN, CHRISTINE V011636	CLASS REFUND	100000-4340 Recreation Programs	AP090320	297.00	2002816.002		00105627	09/03/2020
				Check Total:	297.00				
MW OH	TRANSTECH ENGINEERS INC V011220	PLAN CHECK SERVICES	100000-4305 / 45090-4305 Planning Division Fees	AP090320	770.00	20202733		00105628	09/03/2020
				Check Total:	770.00				
MW OH	ULINE V006583	PLASTIC A FRAMES	103550-6301 / 50510-6310 Special Department Supplies	AP090320	456.51	122820420		00105629	09/03/2020
				Check Total:	456.51				
MW OH	UNITED RENTALS NORTH V001082	CONCRETE PLANER RENTAL	103652-6170 Equipment & Tool Rental	AP090320	305.04	184618492-001		00105630	09/03/2020
				Check Total:	305.04				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 8/22 PD 8/28	0010-2126 Employee PARS/ARS W/H	AP090320	1,231.53	PR2001018		00105631	09/03/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 8/22 PD 8/28	0050-2126 Employee PARS/ARS W/H	AP090320	5.02	PR2001018		00105631	09/03/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 8/22 PD 8/28	0010-2131 Employer PARS/ARS Payable	AP090320	1,231.53	PR2001018		00105631	09/03/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 8/22 PD 8/28	0062-2131 Employer PARS/ARS Payable	AP090320	31.07	PR2001018		00105631	09/03/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 8/22 PD 8/28	0062-2126 Employee PARS/ARS W/H	AP090320	31.07	PR2001018		00105631	09/03/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 8/22 PD 8/28	0061-2131 Employer PARS/ARS Payable	AP090320	9.21	PR2001018		00105631	09/03/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 8/22 PD 8/28	0061-2126 Employee PARS/ARS W/H	AP090320	9.21	PR2001018		00105631	09/03/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 8/22 PD 8/28	0050-2131 Employer PARS/ARS Payable	AP090320	5.02	PR2001018		00105631	09/03/2020

City of Placentia
Check Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	2,553.66				
MW OH	WELLS FARGO VENOR FIN V010076	AUG COPIER, PRINTER LEASE	109595-6175 Office Equipment Rental	AP090320	255.57	5011519559		00105632	09/03/2020
				Check Total:	255.57				
MW OH	WEST COAST ARBORISTS INC V001124	7/16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP090320	17,945.90	162804	P11804	00105633	09/03/2020
MW OH	WEST COAST ARBORISTS INC V001124	7/16-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP090320	33,328.10	162804	P11804	00105633	09/03/2020
MW OH	WEST COAST ARBORISTS INC V001124	7/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP090320	19,754.00	163323	P11804	00105633	09/03/2020
MW OH	WEST COAST ARBORISTS INC V001124	7/1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP090320	36,686.00	163323	P11804	00105633	09/03/2020
				Check Total:	107,714.00				
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP090320	60.33	723803		00105634	09/03/2020
				Check Total:	60.33				
MW OH	YORBA LINDA WATER V001148	JULY-AUG WATER CHARGES	109595-6335 Water	AP090320	3,902.67	090320		00105635	09/03/2020
				Check Total:	3,902.67				
MW OH	YORBA LINDA WATER V006633	JULY SEWER CHARGES	484356-6297 Billing Services	AP090320	1,001.07	232868		00105636	09/03/2020
MW OH	YORBA LINDA WATER V006633	AUG SEWER FEES	484356-6297 Billing Services	AP090320	1,009.89	233195		00105636	09/03/2020
				Check Total:	2,010.96				
				Type Total:	956,556.19				
				Check Total:	956,556.19				

City of Placentia
Electronic Disbursement Register
For 09/15/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
					Grand Total:	243,172.23		

<u>EDR Totals by ID</u>	
AP	0.00
EP	243,172.23
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	230,331.79
208-Scssr Agency Ret Oblg (0054)	1,620.98
224-Asset Seiz 15% Training (0073)	12.75
227-Explorer Grant NOC (0076)	30.80
228-NOC-Public Safety Grant(0061)	2,630.40
229-Comm Trans Hous Grant (0062)	105.77
265-Landscape Maintenance (0029)	843.13
275-Sewer Maintenance (0048)	3,596.83
280-Misc Grants Fund (0050)	15.72
501-Refuse Administration (0037)	2,058.92
601-Employee Health & Wlfre (0039)	1,925.14

Void Total: 0.00
EDR Total: 243,172.23

Electronic Disbursement Sub Totals: 243,172.23

ACH Payroll Direct Deposit for 9/11/2020: 435,440.61

Electronic Disbursement Total: 678,612.84

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 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 08/22/20 PD 08/28/20	0029-2170 Deferred Comp Payable - ICMA	PY20018	32.10	2995/2001018		00013615	09/03/2020
EP	ICMA RETIREMENT TRUST V000496	PE 08/22/20 PD 08/28/20	0037-2170 Deferred Comp Payable - ICMA	PY20018	91.95	2995/2001018		00013615	09/03/2020
EP	ICMA RETIREMENT TRUST V000496	PE 08/22/20 PD 08/28/20	0010-2170 Deferred Comp Payable - ICMA	PY20018	18,641.13	2995/2001018		00013615	09/03/2020
EP	ICMA RETIREMENT TRUST V000496	PE 08/22/20 PD 08/28/20	0048-2170 Deferred Comp Payable - ICMA	PY20018	279.28	2995/2001018		00013615	09/03/2020
EP	ICMA RETIREMENT TRUST V000496	PE 08/22/20 PD 08/28/20	0076-2170 Deferred Comp Payable - ICMA	PY20018	1.33	2995/2001018		00013615	09/03/2020
EP	ICMA RETIREMENT TRUST V000496	PE 08/22/20 PD 08/28/20	0054-2170 Deferred Comp Payable - ICMA	PY20018	130.79	2995/2001018		00013615	09/03/2020
EP	ICMA RETIREMENT TRUST V000496	PE 08/22/20 PD 08/28/20	0061-2170 Deferred Comp Payable - ICMA	PY20018	500.00	2995/2001018		00013615	09/03/2020
Check Total:					19,676.58				
EP	PLACENTIA POLICE V000839	PE 08/22/20 PD 08/28/20	0010-2180 Police Mgmt Assn Dues	PY20018	804.14	2625/2001018		00013616	09/03/2020
Check Total:					804.14				
EP	PLACENTIA POLICE V003519	PE 08/22/20 PD 08/28/20	0010-2178 Placentia Police Assoc Dues	PY20018	2,541.66	2620/2001018		00013617	09/03/2020
EP	PLACENTIA POLICE V003519	PE 08/22/20 PD 08/28/20	0061-2178 Placentia Police Assoc Dues	PY20018	71.50	2620/2001018		00013617	09/03/2020
EP	PLACENTIA POLICE V003519	PE 08/22/20 PD 08/28/20	0076-2178 Placentia Police Assoc Dues	PY20018	1.57	2620/2001018		00013617	09/03/2020
Check Total:					2,614.73				
EP	AMERICAN FIDELITY V010011	P/E 8/22 PD 8/28	0010-2188 Health Care SSA	ACH090220	520.53	2078474		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/22 PD 8/28	0054-2188 Health Care SSA	ACH090220	3.13	2078474		00013618	08/31/2020
EP	AMERICAN FIDELITY	P/E 8/22 PD 8/28	0010-2190	ACH090220	208.33	2078474		00013618	08/31/2020

City of Placentia
Electronic Disbursement Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010011		Dependent Care SSA					
EP	AMERICAN FIDELITY V010011	P/E 8/22 PD 8/28	0037-2188 Health Care SSA	ACH090220	3.89 2078474		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/22 PD 8/28	0048-2188 Health Care SSA	ACH090220	1.59 2078474		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/8,14 PD 8/14,28	0037-2155 Per Sec Plan - Opt. Life	ACH090220	36.56 D191958		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/8,14 PD 8/14,28	0010-2155 Per Sec Plan - Opt. Life	ACH090220	2,188.46 D191958		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/8,14 PD 8/14,28	0048-2155 Per Sec Plan - Opt. Life	ACH090220	140.30 D191958		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/8,14 PD 8/14,28	395000-2187 Voluntary Plan Life	ACH090220	1,925.14 D191958		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/8,14 PD 8/14,28	0054-2155 Per Sec Plan - Opt. Life	ACH090220	15.48 D191958		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/8,14 PD 8/14,28	0029-2155 Per Sec Plan - Opt. Life	ACH090220	15.72 D191958		00013618	08/31/2020
EP	AMERICAN FIDELITY V010011	P/E 8/8,14 PD 8/14,28	0061-2155 Per Sec Plan - Opt. Life	ACH090220	0.98 D191958		00013618	08/31/2020
				Check Total:	5,060.11			
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0010-2150 Survivor Benefit Package	ACH090220	118.68 PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0010-2195 PERS Uniform	ACH090220	18.40 PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0029-2140 Employee PERS W/H	ACH090220	396.74 PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0029-2150 Survivor Benefit Package	ACH090220	0.72 PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0029-2195 PERS Uniform	ACH090220	0.27 PR2001018		00013619	08/31/2020

City of Placentia
Electronic Disbursement Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0037-2140 Employee PERS W/H	ACH090220	842.27	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0037-2150 Survivor Benefit Package	ACH090220	1.14	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0048-2140 Employee PERS W/H	ACH090220	1,442.16	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0048-2150 Survivor Benefit Package	ACH090220	2.38	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0048-2195 PERS Uniform	ACH090220	0.43	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0054-2140 Employee PERS W/H	ACH090220	604.06	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0054-2150 Survivor Benefit Package	ACH090220	0.75	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0061-2140 Employee PERS W/H	ACH090220	1,347.90	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0061-2150 Survivor Benefit Package	ACH090220	0.93	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0010-2140 Employee PERS W/H	ACH090220	92,799.04	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0061-2195 PERS Uniform	ACH090220	0.55	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0076-2140 Employee PERS W/H	ACH090220	0.02	PR2001018		00013619	08/31/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 8/22 PD 8/28	0073-2195 PERS Uniform	ACH090220	12.75	PR2001018		00013619	08/31/2020
Check Total:					97,589.19				
EP	EMPLOYMENT V010052	STATE TAX P/E 8/22 PD 8/28	0029-2135 Calif Income Tax W/H	ACH090220	78.71	PR2001018		00013620	08/31/2020
EP	EMPLOYMENT	STATE TAX P/E 8/22 PD 8/28	0037-2135	ACH090220	262.54	PR2001018		00013620	08/31/2020

City of Placentia
Electronic Disbursement Register
For 09/09/2020

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 8/22 PD 8/28	0048-2135 Calif Income Tax W/H	ACH090220	397.00	PR2001018		00013620	08/31/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 8/22 PD 8/28	0010-2135 Calif Income Tax W/H	ACH090220	26,006.96	PR2001018		00013620	08/31/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 8/22 PD 8/28	0050-2135 Calif Income Tax W/H	ACH090220	1.38	PR2001018		00013620	08/31/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 8/22 PD 8/28	0076-2135 Calif Income Tax W/H	ACH090220	7.34	PR2001018		00013620	08/31/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 8/22 PD 8/28	0054-2135 Calif Income Tax W/H	ACH090220	214.47	PR2001018		00013620	08/31/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 8/22 PD 8/28	0061-2135 Calif Income Tax W/H	ACH090220	172.44	PR2001018		00013620	08/31/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 8/22 PD 8/28	0062-2135 Calif Income Tax W/H	ACH090220	10.26	PR2001018		00013620	08/31/2020
				Check Total:	27,151.10				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0010-2115 Employee Medicare W/H	ACH090220	8,630.65	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0010-2120 Employer Medicare Payable	ACH090220	8,549.99	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0029-2110 Federal Income Tax W/H	ACH090220	241.53	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0029-2115 Employee Medicare W/H	ACH090220	38.67	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0029-2120 Employer Medicare Payable	ACH090220	38.67	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0037-2110 Federal Income Tax W/H	ACH090220	657.85	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0037-2115 Employee Medicare W/H	ACH090220	84.57	PR2001018		00013621	08/31/2020

City of Placentia
Electronic Disbursement Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0037-2120 Employer Medicare Payable	ACH090220	78.15	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0010-2110 Federal Income Tax W/H	ACH090220	68,782.29	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0048-2110 Federal Income Tax W/H	ACH090220	1,064.65	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0076-2120 Employer Medicare Payable	ACH090220	1.76	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0048-2115 Employee Medicare W/H	ACH090220	136.81	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0048-2120 Employer Medicare Payable	ACH090220	132.23	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0050-2110 Federal Income Tax W/H	ACH090220	10.48	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0050-2115 Employee Medicare W/H	ACH090220	1.93	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0050-2120 Employer Medicare Payable	ACH090220	1.93	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0054-2110 Federal Income Tax W/H	ACH090220	533.12	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0054-2115 Employee Medicare W/H	ACH090220	61.88	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0054-2120 Employer Medicare Payable	ACH090220	57.30	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0061-2110 Federal Income Tax W/H	ACH090220	386.40	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0061-2115 Employee Medicare W/H	ACH090220	74.85	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0061-2120 Employer Medicare Payable	ACH090220	74.85	PR2001018		00013621	08/31/2020

City of Placentia
Electronic Disbursement Register
For 09/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0062-2110 Federal Income Tax W/H	ACH090220	71.49	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0062-2115 Employee Medicare W/H	ACH090220	12.01	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0062-2120 Employer Medicare Payable	ACH090220	12.01	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0076-2110 Federal Income Tax W/H	ACH090220	17.02	PR2001018		00013621	08/31/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 8/22 PD 8/28	0076-2115 Employee Medicare W/H	ACH090220	1.76	PR2001018		00013621	08/31/2020
				Check Total:	89,754.85				
EP	WASHINGTON STATE V011597	P/E 8/22 PD 8/28	0010-2196 Garnishments W/H	ACH090220	521.53	PR2001018		00013622	08/31/2020
				Check Total:	521.53				
				Type Total:	243,172.23				
				Check Total:	243,172.23				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: SEPTEMBER 15, 2020

SUBJECT: **DECLARATION OF SURPLUS CITY VEHICLES FOR PUBLIC AUCTION**

FISCAL

IMPACT: Revenue realized from the public sale of surplus City vehicles will be deposited into the Vehicle and Equipment Replacement Fund.

SUMMARY:

The City owns five (5) vehicles not currently in use as they have either reached the end of their useful service life or are no longer functional. The recommended actions will authorize the surplus of these vehicles through a public auction.

RECOMMENDATION:

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

1. Declare the five (5) vehicles listed in this report as surplus property; and
2. Authorize the City Administrator or his designee to execute the necessary documents to record the sale of these disposed vehicles through a public auction for auditing purposes; and
3. Direct Staff to deposit the auction proceeds into the City's Equipment Replacement Fund.

DISCUSSION:

City vehicles and equipment are evaluated every year to determine whether they should be kept in service or if they should be replaced and later surplus through a public auction. City Policy No. 430, Section 12, allows for the disposal of surplus City property by means of public auction or selling such property for scrap value. The vehicles recommended for surplus this year were either involved in accidents and cannot be salvaged or have reached the end of their useful life. City vehicles and equipment are sold via an online public auction website. Vehicles that are not salvageable and do not receive any bids on the public auction are typically sold to local junkyards. Four (4) of the five (5) vehicles included in the table below have been replaced with new vehicles. The list of vehicles to be declared surplus property is noted in the table below:

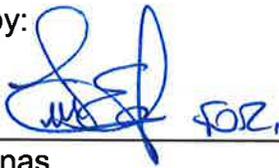
1. d.
September 15, 2020

Item No.	Model Year	Make/Model	V.I.N.	Assigned Department
1	2017	Ford Explorer Patrol Unit	1FM5K8AT6HGD92505	Police
2	2014	Chevy Caprice Patrol Unit	6G3NS5U23EL959734	Police
3	2012	Honda/STI1300 Motor Unit	JH2SC5151CK000015	Police
4	2014	Chevy Caprice Patrol Unit	6G3NS5U23EL959717	Police
5	2010	Ford F350 Van	1FTSE3EL0ADA11041	Public Works

FISCAL IMPACT:

All revenues received from the sale of surplus vehicles will be deposited into the City's Vehicle and Equipment Replacement Fund and the sales recorded for annual auditing purposes.

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: SEPTEMBER 15, 2020

SUBJECT: **AMENDMENT NO. 6 TO THE EXCLUSIVE NEGOTIATING AGREEMENT WITH USA PROPERTIES FUND, INC. FOR REAL PROPERTY LOCATED AT 207-209 WEST CROWTHER AVENUE**

FISCAL
IMPACT: NONE

SUMMARY:

The City currently owns real property at 207-209 West Crowther Avenue, (Assessor Parcel Numbers 339-402-05; 339-402-08; 339-402-11), (collectively, "the Property"). The Property was previously acquired by the City to serve as parking for the proposed Metrolink Station.

On December 6, 2016, City Council approved a Professional Services Agreement with Keyser Marston Associates, Inc. ("Keyser Marston") to provide Real Estate Advisory Services for the marketing, disposition, and sale of the Property. As part of the Real Estate Advisory Services with Keyser Marston, a comprehensive Request for Proposals ("RFP") was developed. The RFP process allowed the City to thoroughly assess residential mixed-use development potential, as well as provide the opportunity to review quality development proposals on a long-term ground lease agreement.

On April 10, 2018, the RFP review committee reviewed a development proposal from USA Properties Fund, Inc. ("USA Properties") and made a recommendation to enter a second round of the selection process with USA Properties. On July 10, 2018, the City Council approved an Exclusive Negotiating Agreement ("ENA") with USA Properties. The City and USA Properties agreed by written mutual consent to amend the ENA on October 16, 2018 and January 10, 2019, respectively. Subsequently, on April 2, 2019, the City Council approved Amendment No. 3 to the ENA, including the approval of up to two (2) additional extensions of 180 days upon mutual written consent by the City and USA Properties. Although significant progress has been made in negotiating with the developer, the parties need additional time to complete negotiations and ensure that an agreement with Metrolink and Burlington Northern Santa Fe railroad ("BNSF") is secured to construct the Metrolink Station platform, which is directly adjacent to the Property. This action approves Amendment No. 6 to the ENA with USA Properties extending the negotiating period for an additional 120 days, with no additional extensions.

1. e.
September 15, 2020

RECOMMENDATION:

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

1. Approve Amendment No. 6 to the Exclusive Negotiating Agreement (“ENA”) with USA Properties Fund, Inc. for real property located at 207-209 West Crowther Avenue; and
2. Authorize the City Administrator and/or his designee to execute all necessary ENA documents, in a form approved by the City Attorney.

DISCUSSION:

The City currently owns real property at 207-209 West Crowther Avenue, (Assessor Parcel Numbers 339-402-05; 339-402-08; 339-402-11). The Property was previously acquired in 2009 by the City to serve as parking for the proposed Metrolink Station.

On December 6, 2016, City Council approved a Professional Services Agreement with Keyser Marston to provide Real Estate Advisory Services for the marketing, disposition and sale of the Property. As part of the Real Estate Advisory Services with Keyser Marston, an RFP was developed. On April 10, 2018, the RFP review committee which was comprised of the members of the Housing, Community, and Economic Development Ad-Hoc Committee and Staff from the Administration, Development Services and Economic Development Divisions (“the Committee”) reviewed the development proposal submitted by USA Properties. After assessing the proposal based on their relevant experience, financial capacity, and preliminary site concept, the Committee made the recommendation to proceed with USA Properties. Round two included an interview with USA Properties, City Staff, and Keyser Marston.

USA Properties is proposing to construct a mixed-use, multi-family residential development at the Property which consists of a five-story building over a single subterranean parking level. The development comprises approximately 189 apartment units, primarily housed in the proposed four-story super-structure, and includes dwelling units housed within the mixed-use ground floor base, offering live/work/home-occupation opportunities along Crowther Avenue.

On July 10, 2018, the City Council approved an ENA with USA Properties. An overview of the key terms in the ENA with USA Properties includes the following components:

- Requires USA Properties to deposit an amount equal to \$15,000 with the City for use towards out-of-pocket costs incurred by the City during the negotiation period, including CEQA Peer Review and City Attorney fees associated with the development of the Lease Agreement/Development Agreement.
- Requires both the City and USA Properties to engage in good faith negotiations on the terms and conditions under which the Property would be leased to USA Properties for developing the proposed development.
- City requires a minimum initial lease payment of \$4,400,000 (four million, four hundred thousand dollars) due at the issuance of the first building permit by the City of Placentia.
- The terms and conditions of additional ground lease payments will be subject to negotiations during the ENA period and will be included in the final Conveyance Instrument

which includes the Development Agreement and the long-term lease agreement.

- Removal of the permanent drainpipe connection between the pump to waste feature on the southerly portion of the Golden State Water Company water well site (and connection to the nearest catch basin located on Crowther Avenue in front of the Site).
- Inclusion of the 15-space parking easement that benefits the adjacent property owner of the Placentia Mutual Packing House site.
- Inclusion of a minimum of 1,000 square feet of commercial retail on the ground floor.
- Dedication of property for street and public utility purposes.
- Undergrounding of new utilities installed as part of the project, as well as removal of three existing utility poles located on the property and in the road-right-of way adjacent to the Golden State Water Company well site. The existing utilities attached to those poles will be placed underground.
- Provision of a direct, private pedestrian connection to the south platform as will be required by the City for the residential tenants of this Project.
- Provision of a storm drain access easement in order to maintain access to the existing storm water pump station and appurtenant equipment located on the western edge of the property.
- Construction and installation of all street improvements and public amenities as depicted in the Streetscape Master Plan along the entire property/project site frontage. This includes but is not limited to street and public right-of-way improvements, street furniture, light standards, and landscaping.
- Provision of a 15-foot temporary construction easement for access to the south Metrolink Platform during construction (dependent upon timing for the construction of the Platform).

Although significant progress has been made on the above-mentioned components to the ENA, additional time is necessary to complete negotiations and ensure that an agreement with Metrolink and BNSF railroad is reached to construct the Metrolink platform, which is directly adjacent to the Property. In addition, USA Properties submitted a Preapplication Submittal to the Development Services Department. The preapplication packet has been routed to the Planning, Building and Safety, Public Works, Police and Fire and Life Safety Departments. Additional meetings are needed to determine the feasibility and cost determinations of having the development begin construction prior to the Metrolink Station south platform. Further analysis is also needed on the occupancy load of the Metrolink Station and the final determination of emergency pedestrian egress required by Metrolink and BNSF. Lastly, wall shoring design and costs for the platform has not been determined by USA Properties should they elect to begin the construction in advance of the Metrolink Station south platform. This action approves Amendment No. 6 to the ENA with USA properties extending the negotiating period for an additional 120 days, with no additional extensions.

FISCAL IMPACT:

No fiscal impact will be incurred by City during the term of Amendment No. 6 to the Exclusive Negotiating Agreement.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Amendment No. 6 to the Exclusive Negotiating Agreement with USA Properties Fund, Inc.

**AMENDMENT NO. 6 TO
EXCLUSIVE NEGOTIATING AGREEMENT WITH USA PROPERTIES**

This Amendment No. 6 to the Exclusive Negotiating Agreement is made and entered into effective this 15th day of September 2020, by and between the CITY OF PLACENTIA, a California Charter City ("City"), and USA PROPERTIES FUND, INC., a California Corporation ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

RECITALS

(i) The City and Developer entered into an Exclusive Negotiating Agreement ("Agreement") effective July 18, 2018 through which Developer has expressed interest to lease certain real property, located in the City of Placentia. The Property consists of the real property located at 207-209 West Crowther Avenue, Placentia, California (Assessor Parcel Numbers ("APN") 339-402-05, 339-402-08, and 339-402-11, which is within the City's municipal boundaries as more fully explained in the Agreement.

(i) The Parties have agreed by written mutual consent to amend the Agreement on October 16, 2018, January 10, 2019, April 2, 2019, September 30, 2019, and March 30, 2020 respectfully.

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

(iii) All legal prerequisites to the making of this Amendment No. 6 have occurred.

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

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

Term: Commencement Date. Exclusive Negotiation Period/Effectiveness of Agreement. The "Exclusive Negotiating Period" shall commence as of the Effective Date of this Amendment No. 6 and shall terminate on the date that is one hundred and twenty (120) days after the Effective Date ("Termination Date") of this Amendment No. 6, if the Termination Date falls on a weekend or holiday, the Exclusive Negotiating Period shall be extended to the next business day. If City and Developer have not each approved and executed a Conveyance Instrument during this Amendment No. 6 of the Exclusive Negotiating Period as provided herein, this Agreement shall automatically terminate at the end thereof, and the Parties shall have no further rights or obligations hereunder.

2. The Agreement, all amendments together with this Amendment No. 6 and all Exhibits attached thereto, if any, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other

modification of the Agreement, as modified by this Amendment No. 6 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

IN WITNESS WHEREOF, the Parties have caused Amendment No. 6 to the Exclusive Negotiating Agreement to be executed as of the day and year first above written.

USA PROPERTIES FUND, INC.

By: _____ Date: _____

CITY OF PLACENTIA

By: _____ Date: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____ Date: _____
Robert S. McKinnell
City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Christian L. Bettenhausen,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: SEPTEMBER 15, 2020

SUBJECT: **ACCEPTANCE OF EASEMENTS FROM PLACENTIA 26, LLC (BRANDYWINE HOMES)**

FISCAL
IMPACT: NONE

SUMMARY:

Golden Avenue Bridge was constructed in 1934 and was rated as “functionally obsolete” by the California Department of Transportation (Caltrans) in 2005. This rating made the bridge eligible for Federal funding to replace it with a new bridge. In 2014, a total of \$3,087,250 in Federal Highway Bridge Project (HBP) Replacement grant funds were earmarked to replace and enlarge the bridge to accommodate two traffic lanes, sidewalks, and bicycle lanes. The grant funds will cover the cost of design and construction. The grant program will reimburse the City up to 88.53% of the total project cost.

Final design for the new bridge was completed in December of 2019, however, during the final design phase it was discovered that a number of easements were needed from several private property owners for construction of the bridge. To date, all easements with the affected property owners have been secured with exception of two easements on an adjacent property, owned by Placentia 26, LLC (Brandywine Homes), which is currently in the process of building 24 townhomes on the northeast side of the bridge. Brandywine Homes has agreed to provide the City with these two temporary and permanent easements at no cost to the City. These easements are needed to complete the Right-of-way Certification submittal to the Army Corps of Engineers (ACOE). Once, approved, the ACOE’s permit will then allow the City to submit the project to Caltrans requesting approval of the engineered plans and construction specifications to release the project for construction.

RECOMMENDATION:

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

1. Accept the easements from Brandywine Homes; and
2. Direct the City Clerk to record the Easements with the Orange County Clerk-Recorder’s Office.

1. f.
September 15, 2020

DISCUSSION:

The Golden Avenue Bridge ("Bridge") over Carbon Canyon Channel ("Channel") was originally built in 1934. The Bridge was inspected by Caltrans in 2005 and rated as "functionally obsolete" at that time. The Bridge crosses over the Channel, which is a blue line stream and a regional flood control facility. Three (3) separate regulatory agencies have jurisdiction over the Channel: the Army Corps of Engineers (ACOE); the Department of Fish and Wildlife; and the Regional Water Quality Control Board, Santa Ana Region. Regulatory permits from all three (3) agencies are required for this project. In addition, the Channel is a regional flood control facility managed by the Orange County Flood Control District (OCFCD). The City has secured the necessary permits/clearances from the Department of Fish and Game and the Water Quality Control Board with exception of ACOE.

The final plans for the bridge replacement were received in December of 2019, however, during the final design phase, it was determined that several temporary and permanent easements are needed to accommodate the bridge construction. Securing easements are necessary in obtaining ACOE's 404 and 408 Permits, in addition to Caltrans' ROW Certification and approval to release construction funding and authorize the City to solicit bids. To date, all easements with the affected property owners have been secured with exception of two easements, which have to be acquired on an adjacent property, owned by Brandywine Homes. Brandywine Homes is currently in the process of building 24 townhomes on the northeast side of the bridge and has agreed to provide the City with these two temporary and permanent easements at no cost to the City. The City needs exclusive easements from Brandywine Homes for constructing the bridge. The ACOE's permit will then allow the City to submit the project to Caltrans requesting approval of the engineered plans and construction specifications to release the project for construction.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions of acquiring easement from Brandywine Homes or authorization for signing of Right-of-way Certifications.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



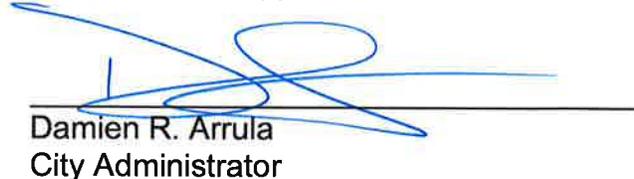
Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Grant Deed of Temporary and Permanent Easements for the Reconstruction of Golden Avenue Bridge
2. Agreement for Grant of Temporary Construction Easement and Permanent Slope Easement for the Reconstruction of Golden Avenue Bridge – Brandywine Homes

RECORDING REQUESTED BY

City Clerk
CITY OF PLACENTIA
401 E. Chapman Avenue
Placentia, CA 92870

AND WHEN RECORDED MAIL TO

City Clerk
CITY OF PLACENTIA
401 E. Chapman Avenue
Placentia, CA 92870

Free Recording Requested G.C. 6103 & 27383
No Documentary Transfer Tax pursuant to Rev. and Tax. Code 11922

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

APN No. 334-021-12

**GRANT DEED OF TEMPORARY AND PERMENANT EASEMENTS FOR THE
RECONSTRUCTION OF GOLDEN AVENUE BRIDGE**

FOR A VALUABLE CONSIDERATION, receipt of which are hereby acknowledged,

PLACENTIA 26, LLC, a Delaware limited liability company

Hereby GRANT(S) to

City of Placentia

A Temporary Construction Easement and a Permanent Slope Easement located in the City of Placentia, County of Orange, State of California, further described as Exhibit "A", Temporary Construction Access Easement Legal Description and Plat Map and Exhibit B", Permanent Slope Easement Legal Description and Plat Map and attached hereto and made a part thereof. The easements described herein are subject to that certain Agreement for Grant of Temporary Construction Easement and Permanent Slope Easement recorded substantially concurrently herewith.

Signature: _____

CERTIFICATE OF ACCEPTANCE

GRANT DEED OF EASEMENTS CONVEYANCE
APN No. 334-021-12

PLACENTIA 26, LLC, a Delaware limited liability company, conveys easement interest in real property by the Grant Deed of Easement Conveyance dated: _____ to the CITY OF PLACENTIA, a public body corporate and politic, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement for Grant of Temporary Construction Easement and Permanent Slope Easement, attached here to and adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

Dated: _____

By: _____
Damien R. Arrula
City Administrator

ATTEST:

Robert S. McKinnell
City Clerk

Exhibit "A"

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT
LEGAL DESCRIPTION**

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 2 OF TRACT MAP No. 17489, AS SHOWN BY MAP ON FILE IN BOOK 923, PAGE 44 THROUGH 47 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 2 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 131.79 FEET;

THENCE LEAVING SAID LINE SOUTH 39°38'54" EAST, A DISTANCE OF 33.82 FEET TO A LONE PARALLEL AND 20.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 106.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 20.14 FEET TO THE **POINT OF BEGINNING**.

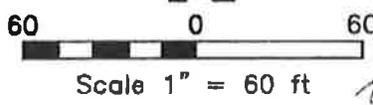
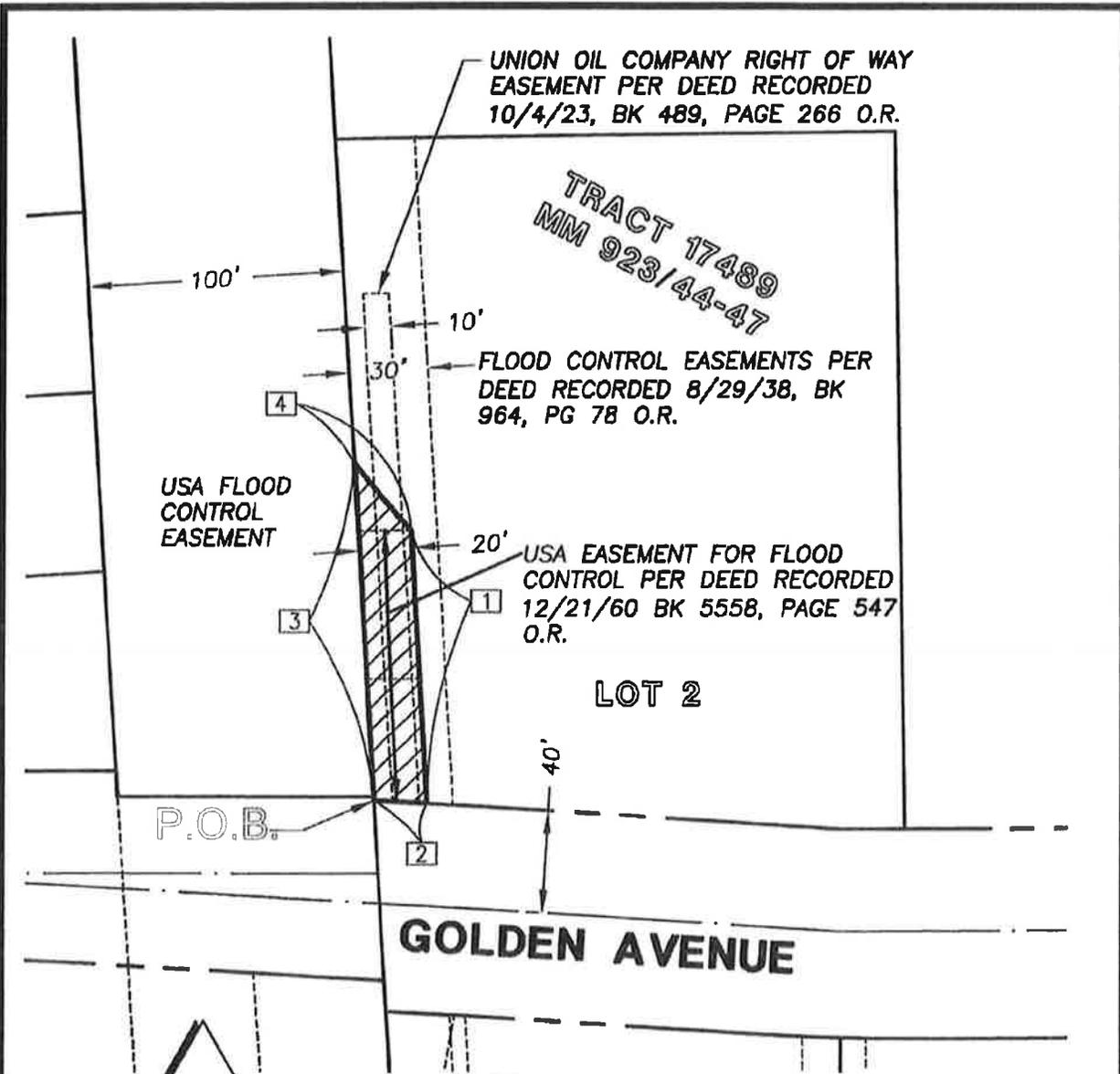
CONTAINS 2,387.07 SF (0.05 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

8-26-20
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
P:/TPG/17/17-005/EASEMENT/17-005 TCE EASEMENT B.doc



LINE TABLE:

NUMBER	DIRECTION	DISTANCE
1	N 03°23'36" W	106.92'
2	N 86°32'25" W	20.14'
3	N 03°23'36" W	131.79'
4	N 39°38'54" W	33.82'

LEGEND

INDICATES PROPOSED EASEMENT (2,387.07 SF)

DRAWN BY: AG
 DATE: 8-24-20
 JOB. NO.: 17-005
 FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT B.DWG

CIVIL ENGINEERS AND LAND SURVEYORS
PRIZM GROUP
 • LEICA MRS LASERS SCANNING
 • GPS & ROBOTIC SURVEYING
 • GEOTECH INVESTIGATIONS
 • CIVIL ENGINEERING
 • LAND MANAGEMENT
 810 N. COTA ST. SUITE 1, CORONA, CA 92880
 PHONE: (951) 737-4406 • pg@prizm-group.com

EXHIBIT "B"
 TEMPORARY
 CONSTRUCTION
 EASEMENT

SHT. NO.

 OF 1

User Name: Employee
Project: 17-005
Create Mapcheck Reports

Date: 08-24-20
Time: 13:56:16
Page: 1

=====
Lot Name: EASEMENT B
Lot Description: STRIP EASEMENT CENTERLINE
Lot ID: none
Lot Owner: none
Lot Area (Square Feet): 2387.07
Lot Area (Acres): 0.05
Closing Direction: S74°10'29"W
Closing Distance: 0.0045

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	10284.6016	49639.6806	S03°23'36"E	106.92
	10177.8691	49646.0092	N86°32'25"W	20.14
	10179.0844	49625.9059	N03°23'36"W	131.79
	10310.6434	49618.1052	S39°38'54"E	33.82
End	10284.6028	49639.6849		

Exhibit "B"

**PLAT OF
EASEMENT AREA**

EXHIBIT "B"
PERMANENT SLOPE EASEMENT

THAT PORTION OF LOT 2 OF TRACT MAP No. 17489, AS SHOWN BY MAP ON FILE IN BOOK 923, PAGE 44 THROUGH 47 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

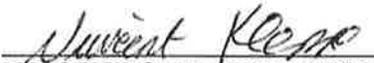
THENCE ALONG THE WEST LINE OF SAID LOT 2 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 3.29 FEET;

THENCE LEAVING SAID LINES SOUTH 89°06'13" EAST, A DISTANCE OF 9.04 FEET;

THENCE SOUTH 10°19'39" EAST, A DISTANCE OF 3.78 FEET TO THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 9.54 FEET TO THE **POINT OF BEGINNING**.

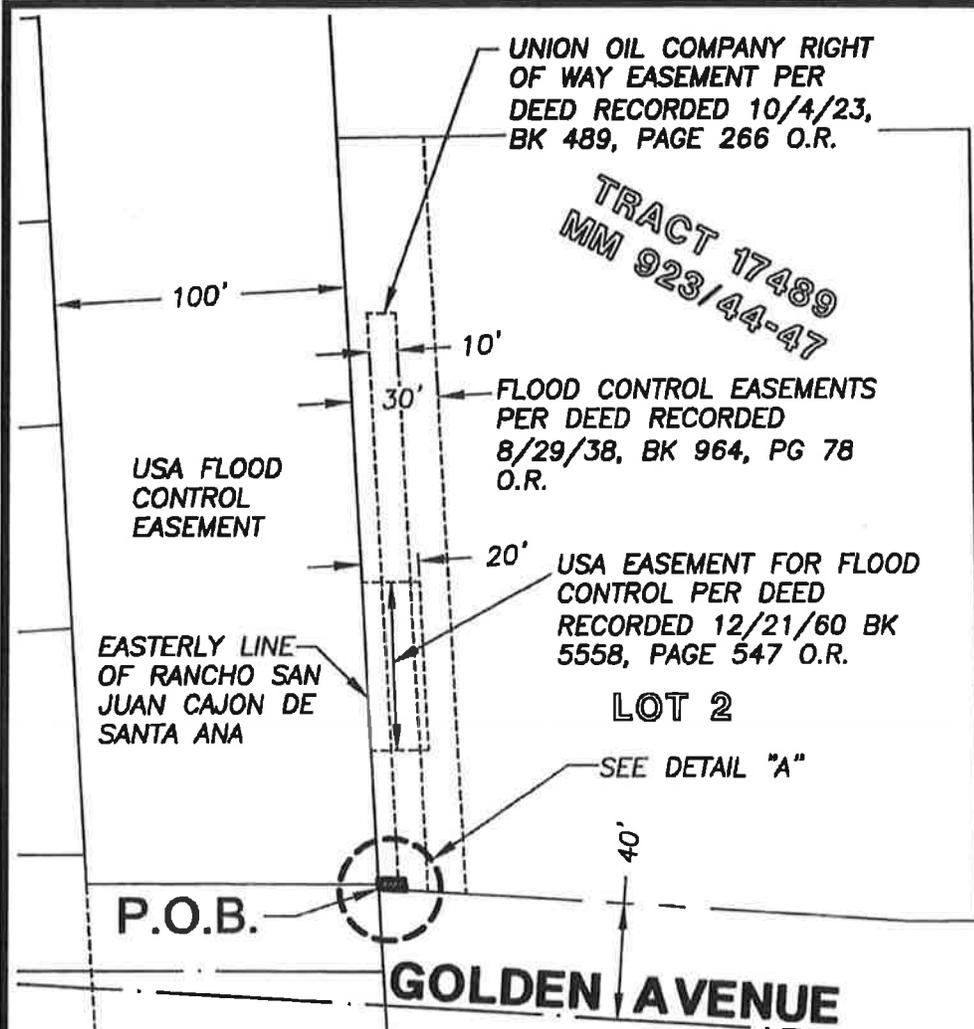
CONTAINS 32.38 SF MORE OR LESS.


VINCENT G. KLEPPE LS 7181

12-6-19
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
P:/TPG/17/17-005/EASEMENT/17-005 PCE EASEMENT F.doc



UNION OIL COMPANY RIGHT OF WAY EASEMENT PER DEED RECORDED 10/4/23, BK 489, PAGE 266 O.R.

TRACT 17489
MM 923/44-47

FLOOD CONTROL EASEMENTS PER DEED RECORDED 8/29/38, BK 964, PG 78 O.R.

USA EASEMENT FOR FLOOD CONTROL PER DEED RECORDED 12/21/60 BK 5558, PAGE 547 O.R.

LOT 2

SEE DETAIL "A"

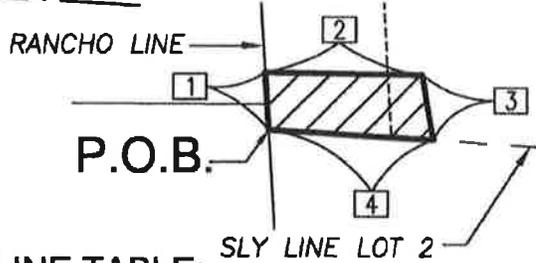
EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA

P.O.B.

GOLDEN AVENUE

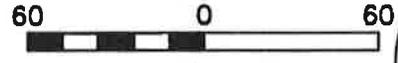
DETAIL "A"

N.T.S.



LINE TABLE:

NUMBER	DIRECTION	DISTANCE
1	N 03°23'36" W	3.29'
2	N 89°06'13" W	9.04'
3	N 10°19'39" W	3.78'
4	N 86°32'25" W	9.54'



LEGEND

INDICATES PROPOSED EASEMENT (32.38 SF)



DRAWN BY: AG
DATE: 12-6-19
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT F.DWG

CIVIL ENGINEERS AND LAND SURVEYORS
THE PRIZM GROUP
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE 1, CORONA, CA 92880
PHONE: (951) 737-4406 • tpg@the-prizm-group.com

EXHIBIT "B"
PERMANENT
CONSTRUCTION
EASEMENT

SHT. NO.
1
OF 1

User Name: Employee
Project: 17-005
Create Mapcheck Reports

Date: 11-27-19
Time: 12:31:37
Page: 1

=====
Lot Name: STORM DRAIN EASEMENT F
Lot Description: Description
Lot ID: none
Lot Owner: none
Lot Area (Square Feet): 32.38
Lot Area (Acres): 0.00
Closing Direction: N72°58'17"E
Closing Distance: 0.0008

Course Data: (Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance	
Begin	10232.7483	49367.5850	S89°06'13"E	9.04	2 3 4 1
	10232.6069	49376.6239	S10°19'39"E	3.78	
	10228.8881	49377.3016	N86°32'25"W	9.54	
	10229.4638	49367.7789	N03°23'36"W	3.29	
End	10232.7481	49367.5842			

RECORDED AT REQUEST OF:

CITY OF PLACENTIA

No fee required, pursuant to Gov't
Code § 27383

WHEN RECORDED, MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR GRANT OF TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SLOPE EASEMENT FOR THE RECONSTRUCTION OF GOLDEN AVENUE BRIDGE

PLACENTIA 26, LLC, a Delaware limited liability company (“Grantor”), and the **CITY OF PLACENTIA**, a Charter City and municipal corporation organized and existing under the laws of the State of California (“Grantee”) (collectively, the “Parties”), have entered into this Agreement for Grant of Temporary Construction Easement and Permanent Slope Easement (“Agreement”) as of _____, 2020, to be effective upon recordation in Orange County, California.

RECITALS

A. Grantor is the owner in fee of a certain parcel of real property (“Grantor's Property”) described as APN: 334-021-12, located in the City of Placentia, County of Orange, State of California, described as Lot 2 of Tract No. 17489, as shown on a map recorded in Book 923, at Pages 44 to 47, inclusive, of Maps, in the Office of the County Recorder of said County.

B. Grantee is the owner in fee of a certain parcel of real property (“Grantee's Property”) located in the City of Placentia, County of Orange, State of California, described as Golden Avenue and Golden Avenue Bridge Right-of-Way.

C. Grantee plans to reconstruct the Golden Avenue Bridge and will need a temporary easement for construction purposes as well as a permanent easement for the encroachment of the Golden Avenue Bridge and access purposes to maintain and support the Golden Avenue Bridge (collectively, the “Easements”) over a portion of Grantor's Property.

D. Grantee wishes to acquire from Grantor the Easements over Grantor's Property, for the benefit of Grantee's Property, to allow for the reconstruction and encroachment of the Golden Avenue Bridge, and Grantor has agreed to grant such Easements in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Temporary Construction and Access Easement.** Grantor hereby grants to Grantee, for the benefit of Grantee, a nonexclusive temporary construction and access easement, together with all rights necessary or incidental thereto ("Construction Easement"), granting permission to enter upon a portion of Grantor's Property for the purpose of constructing or improving a public roadway project within that portion of Grantor's Property shown and described on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein (the "Easement Area"), for the purpose of reconstruction of the Golden Avenue Bridge and staging of materials, grading, construction activities, and access to the Golden Avenue Bridge site, as Grantee deems reasonably necessary for the reconstruction of the Golden Avenue Bridge. Except for the Easement Area, no other portion of Grantor's Property shall be used by Grantee for staging or storage of materials or equipment in connection with any construction, reconstruction, repair or maintenance on the Golden Avenue Bridge. The rights and privileges granted to Grantee may, at the option of Grantee, be exercised by any agent or contractor authorized by Grantee. Permission to enter on to the land is not a waiver in any way of the right to compensation for such land or any remedy therefor. Grantee agrees that it shall not interrupt power, water, or other utilities serving any buildings or other improvements on Grantor's Property. Grantee agrees to notify Grantor in advance if any excavation or other work will occur in the vicinity of utility lines serving Grantor's Property.

2. **Term of Construction Easement.** The Construction Easement granted herein shall terminate automatically upon the earlier of (i) the date Grantee executes its Notice of Completion of the Golden Avenue Bridge; or (ii) 12 months after Grantee has issued a Notice to Proceed to Grantor's contractor for the reconstruction of the Golden Avenue Bridge; or (iii) the third (3rd) anniversary of the date of the full execution of this Agreement. Upon termination of the Construction Easement as provided above, (A) Grantee shall, at its sole expense, restore Grantor's Property to its condition prior to any activity, work, or thing done or permitted in or about Grantor's Property by Grantee and/or Grantee's agents, contractors, subcontractors, materialmen or employees or any other person claiming under Grantee, and (B) Grantee shall, upon request by Grantor, execute and deliver to Grantor a quitclaim deed in recordable form pursuant to which Grantee shall quitclaim all of its rights in and to the Construction Easement.

3. **Grant of Permanent Slope Easement.** Grantor hereby grants to Grantee, for the benefit of Grantee, a perpetual nonexclusive slope easement ("Slope Easement") within that portion of Grantor's Property shown and described on Exhibit "A1" and Exhibit "B1" attached

hereto and incorporated herein, for the purpose of encroachment, maintenance and support for the Golden Avenue Bridge.

4. **Taxes and Assessments.** Grantee shall be responsible for timely payment of any and all taxes and assessments imposed on any improvements placed within the Grantor's Property by Grantee, whether such taxes are deemed to be personal or real property taxes.

5. **Term of Slope Easement; Compensation.** The terms, covenants, provisions and conditions of this Agreement with respect to the Slope Easement shall be effective as of the date first written above and shall continue in perpetuity except to the extent modified, amended, or terminated in accordance with the provisions hereof, upon condition that (i) Grantee compensates Grantor in the amount of Zero Dollars (\$0.00), and (ii) Grantee shall hydroseed and re-establish vegetation on the portions of Grantor's Property impacted by Grantee's construction project.

6. **Indemnification.**

(a) Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor's successors and assigns, and their employees, agents and independent contractors, from and against any and all injury, loss, damage, or liability, including without limitation mechanic's liens, resulting directly from the actions or failure to act of Grantee, or the employees, agents, contractors or subcontractors of Grantee, or from Grantee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Grantor or Grantor's successors and assigns, and their employees, agents and independent contractors.

(b) The indemnified party (i) must promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 6 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) must not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) must fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice will not relieve the indemnifying party of its indemnity obligation, except to the extent the indemnifying party can show it was prejudiced by the delay. The indemnifying party will not be liable for any settlement or litigation expenses incurred before the time when notice is given.

7. **Notices.** Except as otherwise stated, all notices, requests, and demands ("Notices") hereunder from one Party to the other will be given by first-class certified or registered mail, return receipt requested, or by a nationally recognized overnight delivery service, postage prepaid, to be effective when mailed. Such Notices will be addressed to the Parties as follows:

To Grantor: Placentia 26, LLC
Attn: Brandywine Homes
16580 Aston
Irvine CA 92606
Email: angela@brandywine-homes.com

To Grantee: City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Attention: _____
Email: _____

8. **Insurance.** Grantee agrees to maintain the following insurance policies at all times during the term of this Agreement:

- (a) Commercial General Liability Insurance with limits of not less than one million per occurrence and three million aggregate.
- (b) Workers' Compensation in an amount not less than that required by law.
- (c) Commercial Auto Coverage of \$1,000,000, combined aggregate limit, each accident.

Grantee agrees to name Grantor as an additional insured on these insurance policies and provide Grantor with a certificate of insurance prior to commencing any work on Grantor's property.

9. **Costs.** Grantee agrees it shall be solely responsible for the cost and expense of all work and improvements to be constructed or re-constructed on Grantor's Property in connection with this Agreement.

10. **Miscellaneous.**

(a) **Modifications.** Any modifications or amendments to this Agreement must be in writing and executed and acknowledged by both of the Parties.

(b) **Binding and Benefit.** This Agreement will be binding on and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the Parties, provided that any assignment by Grantee or Licensee shall be subject to the prior written approval of Grantor, which approval may be withheld in Grantor's sole discretion.

(c) **Governing Law.** This Agreement will be governed by the laws of the State of California.

(d) **Survival.** Any provisions of this Agreement relating to indemnification will survive the termination or expiration of this Agreement. In addition, any terms and conditions contained in this Agreement that, by their sense and context, are intended to survive the termination or expiration of this Agreement will so survive.

(e) **Counterparts.** This Agreement may be executed in two (2) or more counterparts and, if so executed, each counterpart, when executed, will constitute one and the same instrument. Such counterparts may be compiled to form a single document for recording purposes.

(f) **Attorneys' Fees and Costs.** In any action, proceeding, or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs, arbitration costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement with the intent that it be effective upon recordation in the Official Records of Orange County, California.

GRANTOR

PLACENTIA 26, LLC,
a Delaware limited liability company

By: Brandywine Homes,
a California corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

GRANTEE

CITY OF PLACENTIA, a Charter City
and Municipal Corporation

By: _____
Damien Arrula, City Administrator

ATTEST:

By: _____

Name: _____

City Clerk

APPROVED AS TO FORM

By: _____

Christian Bettenhausen
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "A"

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT
LEGAL DESCRIPTION**

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 2 OF TRACT MAP No. 17489, AS SHOWN BY MAP ON FILE IN BOOK 923, PAGE 44 THROUGH 47 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 2 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 131.79 FEET;

THENCE LEAVING SAID LINE SOUTH 39°38'54" EAST, A DISTANCE OF 33.82 FEET TO A LONE PARALLEL AND 20.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 106.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 20.14 FEET TO THE **POINT OF BEGINNING**.

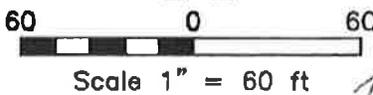
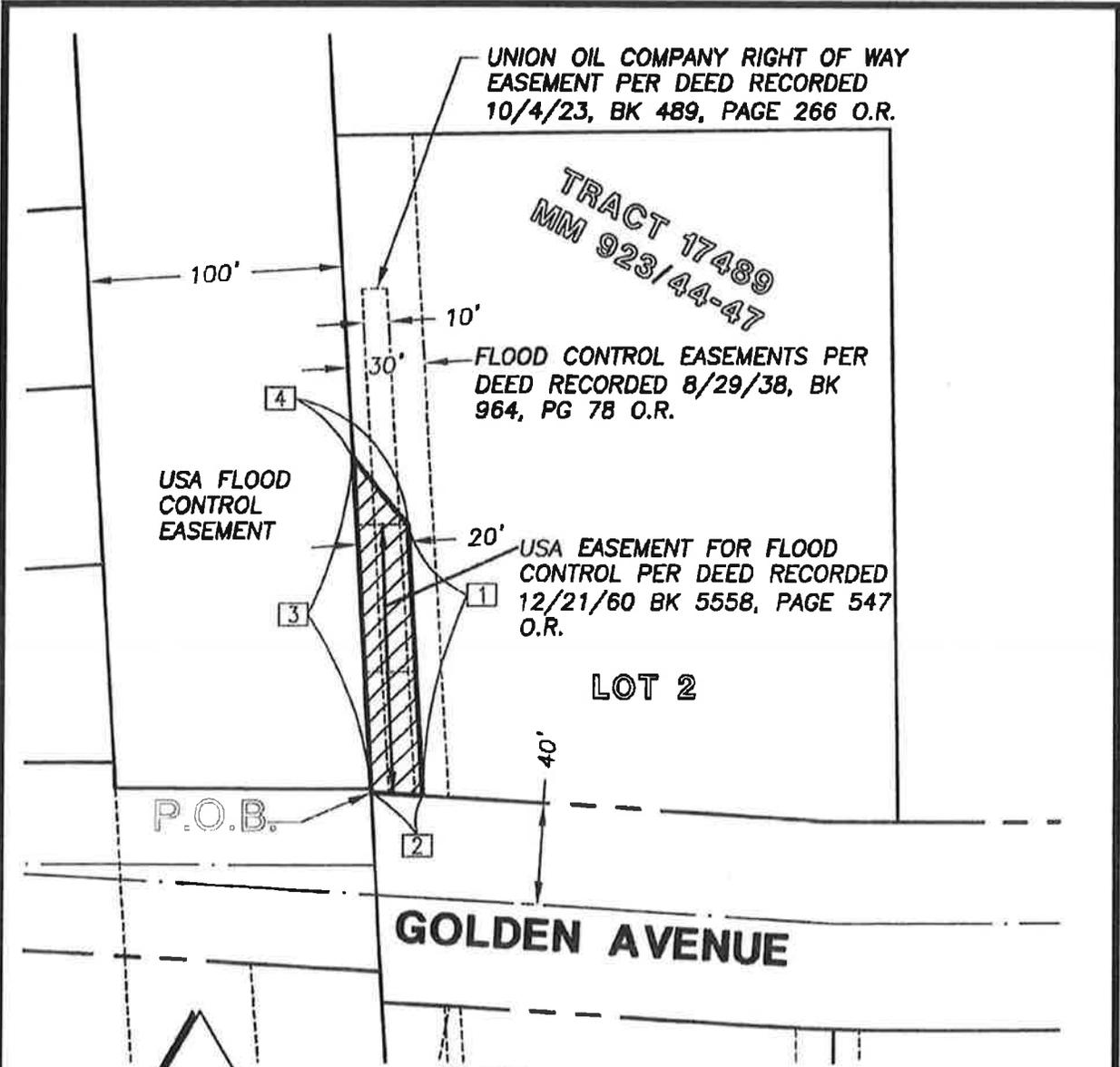
CONTAINS 2,387.07 SF (0.05 ACRES) MORE OR LESS.

Vincent KLEPPE
VINCENT G. KLEPPE LS 7181

8-26-20
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
P:/TPG/17/17-005/EASEMENT/17-005 TCE EASEMENT B.doc



LINE TABLE:

NUMBER	DIRECTION	DISTANCE
1	N 03°23'36" W	106.92'
2	N 86°32'25" W	20.14'
3	N 03°23'36" W	131.79'
4	N 39°38'54" W	33.82'

LEGEND

INDICATES PROPOSED EASEMENT (2,387.07 SF)

DRAWN BY: AG
 DATE: 8-24-20
 JOB. NO.: 17-005
 FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT B.DWG

CIVIL ENGINEERS AND LAND SURVEYORS
PRIZM GROUP
 • LIDAR AND LASER SCANNING
 • GPS & MONITORING SURVEYING
 • GEOMETRIC ENGINEERING
 • CIVIL ENGINEERING
 • LAND PLANNING
 310 N. COTA ST. SUITE 1, CORONA, CA 92880
 PHONE: (951) 737-4405 • tpg@the-prizm-group.com

EXHIBIT "B"
 TEMPORARY
 CONSTRUCTION
 EASEMENT

SHT. NO.

 OF 1

User Name: Employee
Project: 17-005
Create Mapcheck Reports

Date: 08-24-20
Time: 13:56:16
Page: 1

=====
Lot Name: EASEMENT B
Lot Description: STRIP EASEMENT CENTERLINE
Lot ID: none
Lot Owner: none
Lot Area (Square Feet): 2387.07
Lot Area (Acres): 0.05
Closing Direction: S74°10'29"W
Closing Distance: 0.0045

Course Data:(Mapcheck Through Radius Points Method)

=====
Point Northing Easting Direction Distance
Begin 10284.6016 49639.6806 S03°23'36"E 106.92
 10177.8691 49646.0092 N86°32'25"W 20.14
 10179.0844 49625.9059 N03°23'36"W 131.79
 10310.6434 49618.1052 S39°38'54"E 33.82
End 10284.6028 49639.6849

Exhibit "B"

**PLAT OF
EASEMENT AREA**

EXHIBIT "B"
PERMANENT SLOPE EASEMENT

THAT PORTION OF LOT 2 OF TRACT MAP No. 17489, AS SHOWN BY MAP ON FILE IN BOOK 923, PAGE 44 THROUGH 47 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 2 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 3.29 FEET;

THENCE LEAVING SAID LINES SOUTH 89°06'13" EAST, A DISTANCE OF 9.04 FEET;

THENCE SOUTH 10°19'39" EAST, A DISTANCE OF 3.78 FEET TO THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 9.54 FEET TO THE **POINT OF BEGINNING**.

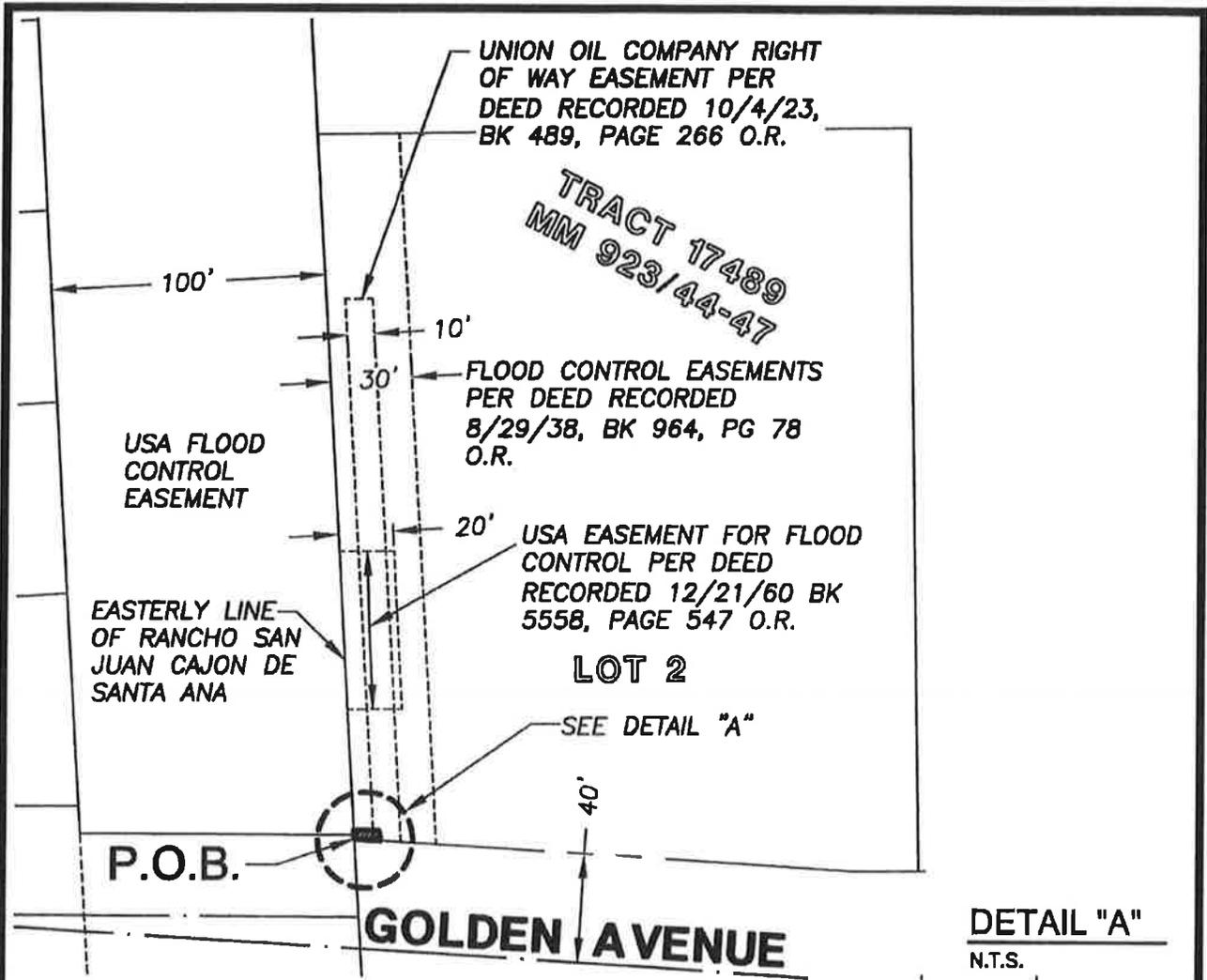
CONTAINS 32.38 SF MORE OR LESS.


VINCENT G. KLEPPE LS 7181

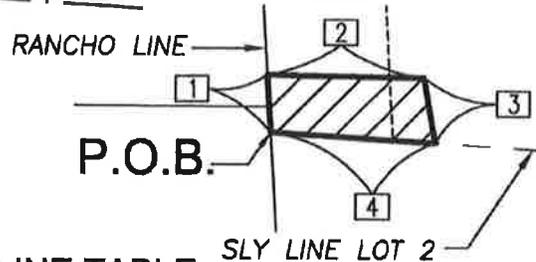
12-6-19
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
P:/TPG/17/17-005/EASEMENT/17-005 PCE EASEMENT F.doc

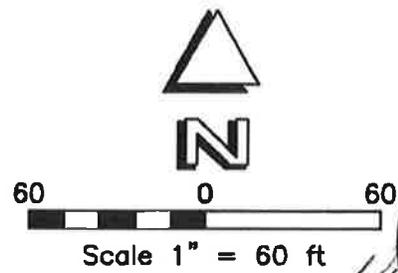


DETAIL "A"
N.T.S.



LINE TABLE:

NUMBER	DIRECTION	DISTANCE
1	N 03°23'36" W	3.29'
2	N 89°06'13" W	9.04'
3	N 10°19'39" W	3.78'
4	N 86°32'25" W	9.54'



LEGEND

INDICATES PROPOSED EASEMENT (32.38 SF)



DRAWN BY: AG
 DATE: 12-6-19
 JOB. NO.: 17-005
 FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT F.DWG

CIVIL ENGINEERS AND LAND SURVEYORS
THE PRIZM GROUP
 • LEICA HDS LASER SCANNING
 • GPS & ROBOTIC SURVEYING
 • GEOMATIC ENGINEERING
 • CIVIL ENGINEERING
 • LAND PLANNING
 310 N. COTA ST. SUITE I, CORONA, CA 92880
 PHONE: (951) 737-4406 - tpg@the-prizm-group.com

EXHIBIT "B"
 PERMANENT
 CONSTRUCTION
 EASEMENT

SHT. NO.
1
 OF 1

User Name: Employee
Project: 17-005
Create Mapcheck Reports

Date: 11-27-19
Time: 12:31:37
Page: 1

=====
Lot Name: STORM DRAIN EASEMENT F
Lot Description: Description
Lot ID: none
Lot Owner: none
Lot Area (Square Feet): 32.38
Lot Area (Acres): 0.00
Closing Direction: N72°58'17"E
Closing Distance: 0.0008

Course Data: (Mapcheck Through Radius Points Method)

Point Northing Easting Direction Distance
Begin 10232.7483 49367.5850 S89°06'13"E 9.04 2
10232.6069 49376.6239 S10°19'39"E 3.78 3
10228.8881 49377.3016 N86°32'25"W 9.54 4
10229.4638 49367.7789 N03°23'36"W 3.29 1
End 10232.7481 49367.5842



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: SEPTEMBER 15, 2020

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR CONSTRUCTION OF THE FY 2019-20 RESIDENTIAL SLURRY SEAL PROJECT (CITY PROJECT NO. 1001)**

FISCAL

IMPACT:	EXPENSE:	\$ 974,528.00	CONSTRUCTION CONTRACT AMOUNT
		\$ 36,186.63	CHANGE ORDER NO. 1
		\$1,010,714.63	TOTAL CONSTRUCTION COST
	BUDGET:	<u>\$1,074,578.00</u>	<u>TOTAL PROJECT BUDGET</u>
		\$ 331,950.00	MEASURE U CIP (791001-6185 FY 2019-20)
		\$ 500,000.00	MEASURE M CIP (181001-6185 FY 2019-20)
		\$ 184,578.00	SB 1/RMRA CIP (601001-6185 FY 2019-20)
		\$ 58,000.00	STATE GAS TAX CIP (171001-6185 FY 2019-20)

SUMMARY:

On April 21, 2020, the City Council awarded a construction contract to Roy Allan Slurry Seal Inc. in the amount of \$974,528 for the Fiscal Year (FY) 2019-20 Residential Slurry Seal Project (“the Project”) consisting of approximately 2.6 million square feet of residential roadways in addition to pavement rehabilitation and sidewalk repairs. One contract change order in the amount of \$36,186.63, or 3.7% of the construction contract amount was issued. The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder’s Office in the amount of \$1,010,714.63.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by Roy Allan Slurry Seal Inc. for construction of the FY 2019-20 Residential Slurry Seal Project, City Project No. 1001, for a grand total amount of \$1,010,714.63; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder’s Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1. g.
September 15, 2020

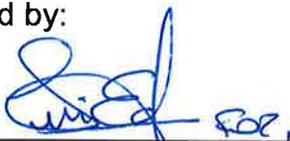
DISCUSSION:

On April 21, 2020, City Council awarded a construction contract to Roy Allan Slurry Seal Inc. for the Project in the amount of \$974,528. The scope of this project entailed the placement of a rubberized slurry seal pavement sealant covering approximately 2.6 million square feet of residential streets in addition to replacing approximately 7,000 square feet of damaged asphalt pavement, replacement of approximately 9,000 square feet of damaged sidewalk panels, replacement of damaged concrete curb and gutters, and replacement of all pavement striping and legends. This project also sealed the Civic Center parking lot. One contract change order in the amount of \$36,186.63 was issued to cover the cost for additional slurry materials and labor for the entirety of this project. The change order was approved by the City Administrator as it was within his administrative approval limit. Funding for this project utilized several sources which included Measure U, Measure M, SB 1/RMRA and State Gas Tax funds. Approval of the Notice of Completion is the final step in this project and, if approved by the City Council, will be recorded with the Orange County Clerk-Recorder's Office starting the 30-day window to file any construction claims against the contractor. At the conclusion of the 30-day window, if no claims have been filed with the City against the contractor, the City can release the retention funds which amount to 5% of the total construction cost.

FISCAL IMPACT:

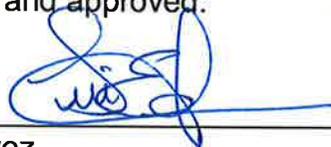
The final project construction cost plus the change order amounts to \$1,010,714.63. This cost consists of the bid amount submitted by Roy Allan Slurry Seal Inc. in the amount of \$974,528 and \$36,186.63. for Contract Change Order #1. A total of \$1,042,578 was budgeted in the FY 2019-20 CIP Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



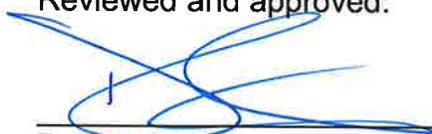
Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Completion – Roy Allen Slurry Seal Inc. for FY 2019-20 Slurry Seal Project

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

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:

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

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

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

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

- A work of improvement on the property hereinafter described was completed on July 30, 2020. The work done was:

FY 2019-20, Slurry Seal Project. City Project #1001. This work included slurry sealing of approximately 2.6 million square feet of residential roadways in addition to approximately 7,000 SF of damaged pavement and replacement of approximately 9,000 SF of damaged sidewalk.

The name of the contractor, if any, for such work of improvement was Roy Allen Slurry Seal Inc

- 11922 Bloomfield Avenue, Santa Fe Springs, CA 90670 04/21/2020

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Placentia
 County of Orange, State of California, and is described as follows: FY 2019-20, Slurry Seal Project, City Project #1001

- The street address of said property is "none"

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

CITY OF PLACENTIA

Dated: September 1, 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 September 1, 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: SEPTEMBER 15, 2020

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR EMERGENCY REPAIR OF SANITARY SEWER LINE**

FISCAL
IMPACT: EXPENSE: \$ 47,441 TOTAL PROJECT COST
\$ 47,441 TOTAL CONSTRUCTION CONTRACT
BUDGETED: \$ 52,185 FY 2019-20 SEWER MAINTENANCE FUND BUDGET
(484356-6120 FY 2019-20)

SUMMARY:

On April 7, 2020, the City Council awarded a construction contract to Valverde Construction Inc. ("Valverde") in the amount of \$47,441 (the "Project"). The scope of the Project included the emergency repair of a sanitary sewer line located between Walnut Street and Murray Street in Old Town Placentia. The Project has now been completed to the satisfaction of the City and this action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$47,441.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by Valverde Construction Inc. for emergency repair of a sanitary sewer line, for a grand total amount of \$47,441; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

DISCUSSION:

The scope of this Project entailed the emergency repair of a sanitary sewer line between Walnut Street and Murray Street in Old Town Placentia. Staff was able to identify a collapsed sewer line

1. h.
September 15, 2020

after a closed-circuit television (CCTV) investigation was conducted. Subsection F of Section 7 of City Purchasing Policy 430 was invoked to authorize the contractor to start the repair work immediately ahead of Council's formal approval of a construction contract. City Council formally approved the work on April 07, 2020 for a total amount of \$47,441.

The scope of the Project included excavation to expose the existing sewer line, removal and replacement of the collapsed sections, and lining of approximately 180-feet of the existing sewer line. No change orders were issued for this project. Staff recommends the acceptance of the work performed by Valverde and issuance of the Notice of Completion with the Orange County Clerk-Recorder's Office for the Project. Filing of the Notice of Completion begins a 30-day window in which to file claims against the contractor working on this project. At the conclusion of this time period the City can then release the retention funds which amount to five percent (5%) of the total construction cost.

FISCAL IMPACT:

The total cost of the Project amounts to \$47,441. This amount consists of the bid submitted by Valverde Construction Inc. in the amount of \$47,441. A total of \$52,185 was budgeted for this project in the Fiscal Year ("FY") 2019-20 Sewer Maintenance Fund Budget. As such, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



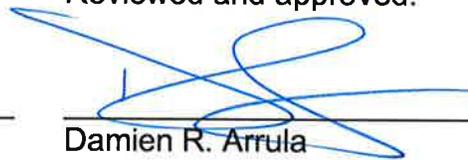
Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Completion – Valverde Construction for Sanitary Sewer Line Repair

<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 <u>City Clerk</u></p> <p>Street Address <u>City of Placentia</u> <u>401 E. Chapman Ave.</u></p> <p>City & State <u>Placentia, CA 92870</u></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
<u>N/A</u>	
6. A work of improvement on the property hereinafter described was completed on July 30, 2020. The work done was:
Emergency Repair of Sanitary Sewer Line located at 424 Center Street
The name of the contractor, if any, for such work of improvement was Valverde Construction Inc
7. 10936 Shoemaker Avenue, Sante Fe Springs, CA 90670 03/12/2020
(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: Emergency Repair of Sanitary Sewer Line located at 424 Center Street
9. The street address of said property is "none"
(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: September 1, 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 September 15, 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: SEPTEMBER 15, 2020

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH KOA ENGINEERING FOR ENGINEERING DESIGN SERVICES FOR THE FISCAL YEAR 2020-21 ARTERIAL ROADWAY REHABILITATION AND SLURRY SEAL PROJECTS**

FISCAL
IMPACT: EXPENSE: \$224,309 AGREEMENT AMOUNT
BUDGETED: \$364,000 FY 2020-21 CAPITAL IMPROVEMENT PROGRAM
BUDGET (181101-6185)

SUMMARY:

On June 11, 2020, the City advertised a Request for Proposals (RFP) for professional engineering design services for the Fiscal Year ("FY") 2020-21 Arterial Roadway Rehabilitation and Slurry Seal Projects. These projects will repave approximately 2.2 million square feet and slurry seal 580,000 square feet of arterial, collector, and residential streets. In addition, this project will replace damaged sidewalks, curbs, and gutters in addition to providing new pavement markings and striping, legends, signage, bike lanes, and other traffic safety improvements.

Staff received eight (8) proposals from qualified engineering firms and after a thorough review, identified KOA Corporation ("KOA") as the top-ranked firm based upon their response to the requirements of the RFP, their qualifications, technical expertise, and experience in designing road rehabilitation projects. The agreement with KOA will provide the City with engineered construction plans, technical specifications, and cost estimates (PS&E) in addition to construction support services. KOA will complete the design package by Spring 2021, at which time the City will be able to solicit competitive bids and construct the project in Summer 2021. Due to the numerous well-qualified proposals received for this project, Staff also recommends creating a bench list of prequalified engineering design firms from which the City can solicit proposals directly for future roadway rehabilitation and maintenance projects.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for the Engineering Design Services for Roadway Rehabilitation and Slurry Seal Projects with KOA Corporation, for a not-to-exceed amount of \$224,309; and

1. i.
September 15, 2020

2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$22,431; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney; and
4. Authorize the City Administrator to create a bench list of the top four ranked engineering design firms to provide these services on future roadway rehabilitation and maintenance projects.

DISCUSSION:

The Fiscal Year 2020-21 Roadway Rehabilitation and Maintenance Program will focus on the southern and southeastern portion of the City. The project will repave more than 2.2 million square feet of local arterial and residential streets as well as slurry seal more than 500,000 square feet of local roadways. The attached project area map (Attachment 1) outlines which streets will be included in this year's program. Staff has adopted a 360-degree design philosophy in our annual rehabilitation and maintenance projects with a focus on not only repairing and maintaining roadway pavement, but to also removing and replacing concrete sidewalks, curbs, and gutters, implementing modernized pavement legends and additional bike lanes where possible, as well as implementing traffic safety improvements recommended in the City's Systemic Safety Analysis Report.

On June 11, 2020, the City issued an RFP to solicit competitive proposals from qualified design firms for engineering design services for this project. Staff received eight (8) proposals from civil engineering firms for these services. The professional services to be delivered require a full-service design firm with the ability to deliver a wide range of technical engineering services including pavement design, traffic safety analysis, geotechnical analysis, and preparation of engineered improvement plans along with bid documents and technical specifications. A proposal review committee consisting of the City Engineer, Public Works Management Analyst, and Senior Planner conducted a thorough review of the proposals received and scored them in accordance with the scoring criteria in the RFP. The following table outlines the proposal scores:

CONSULTANT	TOTAL SCORE	RANKING
KOA	268	1
TRANSTECH	267	2
NV5	266	3
TAIT	262	4
MULHALAND	254	5
CSG	247	6
INFRASTRUCTURE	224	7
ZIMMERMAN	216	8

KOA was identified as the top-ranked firm based upon their experience and expertise with similar projects, their understanding of the scope of work, and their approach to delivering these services. In addition, KOA has successfully performed similar design work for roadway maintenance and rehabilitation project with many other cities in the past. Once the technical proposals were scored, each firm's separately sealed cost proposal was opened and evaluated. The summary of the cost proposals received from each proposer is outlined in the following table:

CONSULTANT	COST PROPOSAL
KOA	\$224,309
TRANSTECH	\$364,880
NV5	\$315,500
TAIT	\$234,770
MULHALAND	\$327,067
CSG	\$341,500
INFRASTRUCTURE	\$236,468
ZIMMERMAN	\$327,067

Cost proposals were not a factor in determining the best qualified consultants to provide these services. The cost for services however is a consideration only to the extent that the cost proposal is reasonable for the scope of services to be provided. Each proposer's resource allocation to the project was reviewed by Staff to ensure that it is adequate to meet or exceed the level of effort required for a successful delivery of the required services. Staff has reviewed KOA's proposed resource allocation for that purpose and found it to be accurate and adequate to cover the full scope of services required under this contract. KOA will be able to provide a complete bid package by Spring 2021 with an anticipated construction start date in Summer 2021.

Given the large number of qualified consultants who submitted proposals for this project, Staff recommends creating a bench list of pre-qualified consultants from which to solicit proposals directly for future street rehabilitation and maintenance projects. This will allow Staff to procure these services more efficiently and ultimately deliver road improvements to the community in a more timely fashion.

FISCAL IMPACT:

The total contract not-to-exceed amount for these services is \$224,309 (Attachment 2). A total of \$1,875,000 in Measure U, Measure M, and SB1/RMRA funds have been allocated in the FY 2020-21 Capital Improvement Program Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:

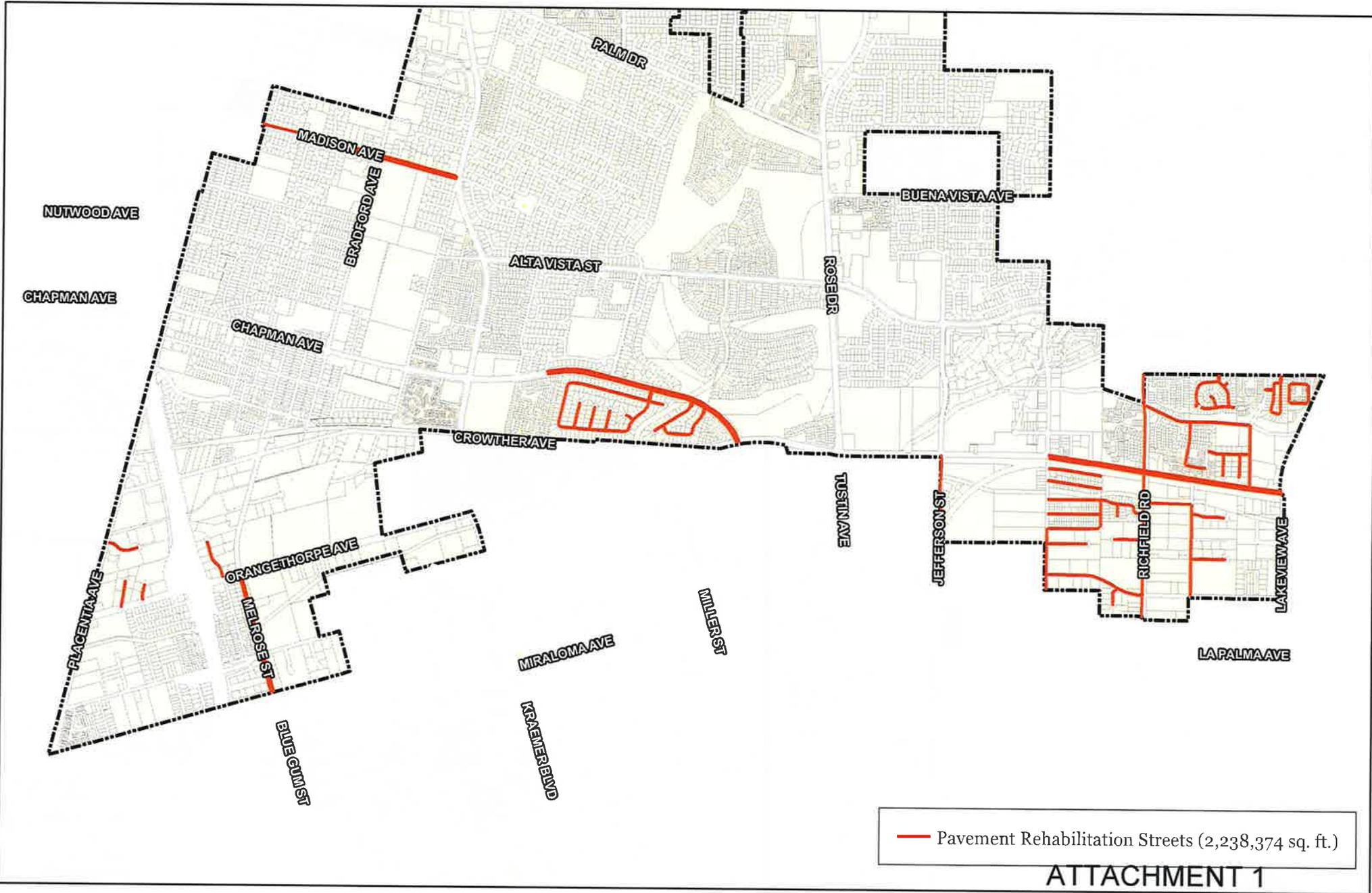


Damien R. Arrula
City Administrator

Attachments:

1. FY 2020-21 Project Area Map
2. Professional Services Agreement with KOA Corporation

FY 2020-21 Arterial Roadway Rehabilitation Project



**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
KOA CORPORATION**

THIS AGREEMENT is made and entered into this 15th day of September, 2020 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and KOA Corporation, a California Corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and 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, including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; 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, among other reasons, the City is hiring Consultant to perform accessibility design services at a number of sites within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint;

E. 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, including but not limited to, preparing all design documents free from defects.

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, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. 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. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

contemplated by this Agreement.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Two Hundred Twenty Four Thousand and Three Hundred Nine Dollars (\$224,309.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on September 15, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 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 Corporation
2141 W. Orangewood Avenue
Orange, CA 92868
Tel: 714-573-0317
Fax: 714-573-9534
Attn: Stephen Bise, P.E.

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8132
Fax: 714-961-0283
Attn: Masoud Sepahi, P.E.
City Engineer

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

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

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

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

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, 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. Furthermore, Consultant will comply with the following:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien Arrula, City Administrator

Date: _____

ATTEST:

Robert 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:

Masoud Sepahi, City Engineer

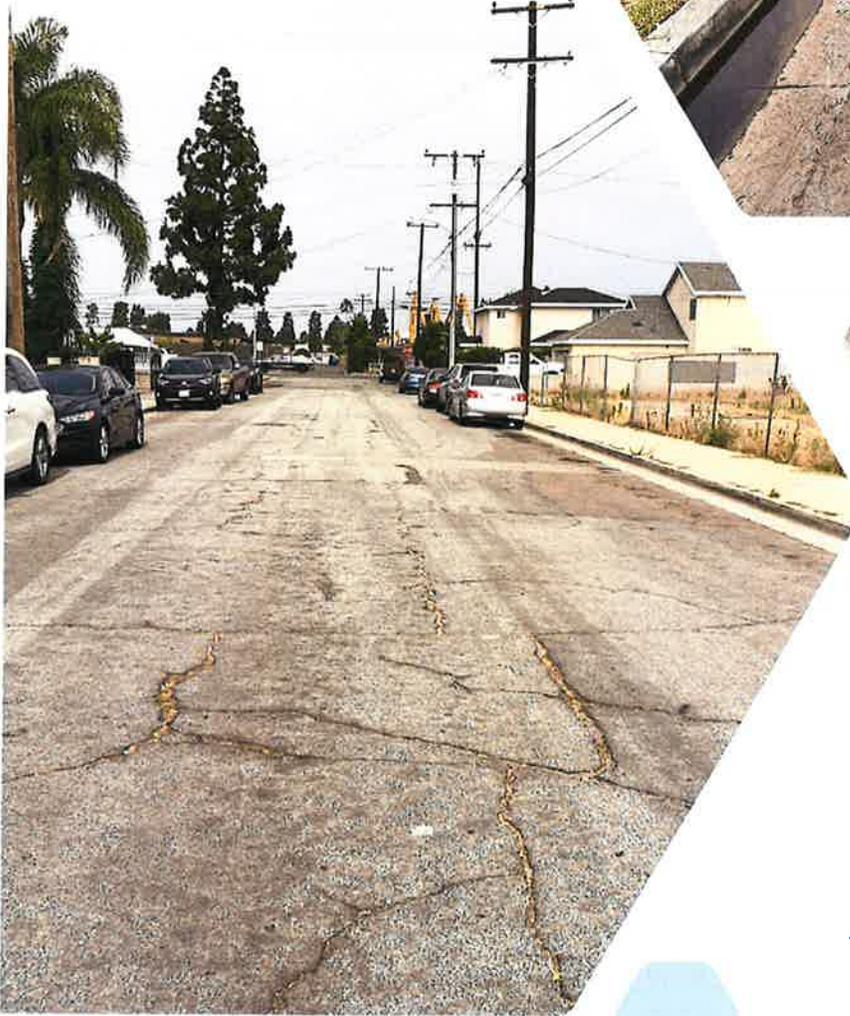
Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Acting Deputy City Administrator

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



PROPOSAL FOR
FY 2020-21 ARTERIAL
ROADWAY REHABILITATION
AND SLURRY SEAL PROJECT
CITY OF PLACENTIA



JULY 8, 2020



SECTION A | LETTER OF TRANSMITTAL

TO

Mr. Masoud Sepahi, PE
City Engineer
City of Placentia
401 East Chapman
Avenue
Placentia, CA 92870

FROM

Mr. Stephen Bise, PE
Principal-in-Charge
sbise@koacorp.com
T: (714) 573-0317

MANAGEMENT CONTACT

Mr. Stephen Bise, PE
Vice President &
Managing Director
2141 W Orangewood
Ave
Orange, CA 92868
sbise@koacorp.com
T: (714) 573-0317

PROPOSED PROJECT MANAGER

Mr. Matt Stepien, PE
Project Manager
mstepien@koacorp.com
T: (949) 370-3164

RFP FY 2020-21 Arterial Roadway Rehabilitation and Slurry Seal Project

DATE
July 8, 2020

Dear Mr. Sepahi:

KOA Corporation (KOA) appreciates the opportunity to submit a proposal to provide Engineering Design Services for FY 2020-21 Arterial Roadway Rehabilitation and Slurry Seal Projects. Our team has substantial experience with the design of Southern California roadway improvement projects. As reflected in our proposal, the KOA team understands the issues that will be important on this roadway reconstruction project.

KOA has assembled a highly qualified team which has reviewed the RFP, studied the project site, and recommended a thorough approach, including several ideas to reduce project costs. These ideas are further elaborated in the Scope of Work section of our proposal.

KOA staff has completed a number of similar roadway rehabilitation projects over the last five (5) years as described below:

- La Habra annual arterial and residential rehabilitation projects **(2005-2020)**;
- Whittier annual residential rehabilitation project (2019);
- Manhattan Beach annual residential rehabilitation project (2019);
- La Mirada annual residential rehabilitation project (2017);
- Long Beach arterial rehabilitation projects **(2008-2020)**;
- South Pasadena arterial and residential rehabilitation project (2018);
- Various unincorporated areas of Los Angeles County (working for LACDPW) arterial and residential roadway rehabilitation projects (2017-2020);
- Culver City arterial roadway rehabilitation projects (2016, 2019);
- Downey arterial roadway rehabilitation projects **(2001-2020)**.

OUR PROJECT MANAGER AND POINT OF CONTACT

KOA's civil engineering design team is led by Matt Stepien, PE, Senior Project Manager. Matt will be the primary point of contact and will manage the contracted work. He brings more than 30 years of experience with significant arterial and residential roadway design, including major roadway projects throughout Southern California. **He has built a strong reputation for creating value for Cities by always looking for ways to reduce construction costs and providing designs that are focused on providing practical solutions.**

UNDERSTANDING OF ISSUES

One of KOA's discriminating factors is our desire to understand the project issues at the proposal level, so that we can provide the most-appropriate personnel and level of effort, and so that surprises are eliminated or minimized during the design process.

For this specific proposal, our effort has included the following:

- Significant review of existing pavement conditions;
- Significant review of existing striping conditions;
- Discussions amongst the team regarding the best methodology to cost-effectively prepare base mapping;
- Extensive review of the City's PMP, focusing on the PIC and pavement recommendations;
- Discussions amongst the team (and a contractor) regarding potential construction cost savings.



SECTION A | LETTER OF TRANSMITTAL

Based on our field and data reviews, we have identified the following observations:

- A number of the recommendations provided in the City's PMP preliminarily appear to be overly conservative;
- For some of the residential streets, a different pavement rehabilitation strategy can be used for the same street;
- Based on our extensive related experience working on residential streets, the typical structural section is 3"-4" AC / 6"-8" AB, and therefore, the rehabilitation strategies are generally limited to pavement preservation (chip, slurry, scrub seals), mill and fill, AC reconstruction or total reconstruction of the entire AC and AB structural section;
- Public street trees, and in some cases private trees, are causing significant sidewalk and pavement uplift in many areas;
- The street crossfall seems to be reasonable;
- Other than uplifted segments, the concrete improvements are generally in fair condition.

KOA will send experienced and knowledgeable civil engineers to the project site to fully document and evaluate the existing pavement and site conditions. Our engineers will also be looking to identify areas of pavement and base failure that may require full removal and replacement. Before leaving the project site, our engineers will develop options for pavement rehabilitation including, but not limited to grind and overlay (full width or edge grind), microsurface, slurry seal, etc. Our engineers will also be identifying areas of curb, gutter, and sidewalk that the City should reconstruct as part of the project.

Upon completing the visual inspection of the project areas, we will compare our findings and recommendations to those provided in the geotechnical report and provide preliminary costs for the proposed improvements. There may be instances where we recommended a different rehabilitation method than the geotechnical engineer. We will coordinate these instances with the City, develop alternatives, and recommend the best and most cost-effective strategies.

KOA staff is always focused on trying to find ways to stretch construction dollars for public agencies. We believe there is a strong possibility that pavement costs can be reduced on this project relative to traditional rehabilitation construction by using pavement recycling. The options include the use of cold-in-place recycling (CIR) and cold-central plant recycling (CCPR). In addition to providing cost savings, these methods would also result in a reduction in the construction schedule.

PROJECT TEAM

The assembled KOA team members have an average of over 20 years of experience in their respective areas of expertise – roadway, striping, survey, and geotechnical. In addition to their specific industry experience, the KOA team has extensive experience working together on numerous similar roadway projects. This experience will enable the City of Placentia to have a quality end product that **proceeds on-schedule, is designed within budget at a reasonable cost, and is constructed without problems.**

We look forward to serving the City of Placentia on this important improvement project. Please feel free to contact **Matt Stepien, PE, at (949) 370-3164 or mstepien@koacorp.com** if you have any questions about the specifics of this proposal. We look forward to hearing from you and hope you find our enclosed proposal comprehensive and responsive to your RFP.

Sincerely,
KOA Corporation

A handwritten signature in blue ink, appearing to read 'S. Bise'.

Stephen Bise, PE
VP | Managing Director



SECTION A | LETTER OF TRANSMITTAL | ADDENDUM NO. 1



CITY OF PLACENTIA

REQUEST FOR PROPOSAL
FY 2020-21 RESIDENTIAL SLURRY SEAL AND ARTERIAL ROADWAY
REHABILITATION PROJECTS

SUBJECT: ADDENDUM # 1

SUBJECT: Addendum #1

DATE: June 25, 2020

ADDENDUM ACKNOWLEDGMENT:

Firm Name: KOA Corporation

Authorized Signature: Stephen Bise
Digitally signed by Stephen Bise
DN: cn=St, email=stephen@koa.com, o=KOA Corporation,
c=United States of America
Reason: I am not the signer of this document
Date: 2020.07.02 15:58:00-0700

Date: 07/02/2020

Acknowledgment of Receipt of Addendum # 1 is required by signing.



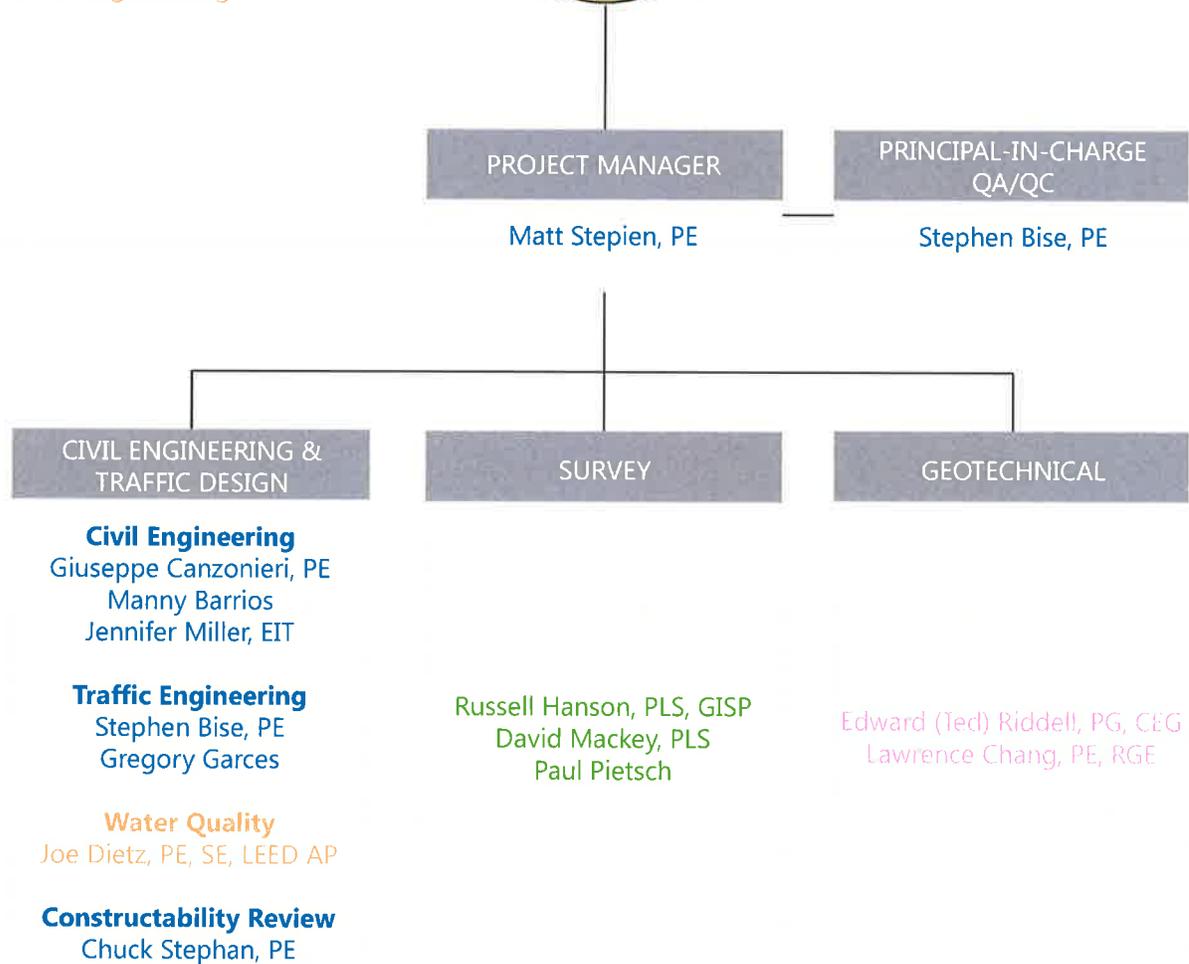
SECTION B | TABLE OF CONTENTS

SECTION A	LETTER OF TRANSMITTAL <i>Addendum No. 1</i>	1
SECTION B	TABLE OF CONTENTS	4
SECTION C	SUMMARY SHEET <i>Organizational Chart</i> <i>Resumes</i>	5
SECTION D	ALLOCATION OF RESOURCES <i>Firm Profiles</i> <i>Conceptual Plan</i> <i>Project Schedule</i>	13
SECTION E	SCOPE OF WORK <i>Figure 1</i> <i>Figure 2</i> <i>Figure 3</i> <i>Street Design Checklist</i> <i>QA/QC Form</i>	19
SECTION F	REFERENCES	39
SECTION G	CERTIFICATION OF PROPOSALS	48
SECTION AA	COST PROPOSAL <i>*The Cost Proposal has been submitted in a separate sealed package as requested in the RFP - Addendum #1.</i>	49

SECTION C | SUMMARY SHEET | ORGANIZATIONAL CHART

LEGEND:

- KOA
- Huitt-Zollars
- Associated Soils Engineering
- DSC Engineering



SECTION C | SUMMARY SHEET | RESUMES

MATT STEPIEN, PE

PROJECT MANAGER | SENIOR ENGINEER

KOA

Mr. Stepien has over 30 years of working on roadway and infrastructure improvement projects, almost exclusively focused on public works projects for local municipalities in Southern California. Matt has substantial experience with Southern California cities, including El Monte, La Habra, Long Beach, Downey, La Mirada, Laguna Beach, Anaheim, and the Los Angeles County Department of Public Works. He has had significant roles providing management, coordination and detailed design, and as verifiable by contacting our references, Matt has established a strong and consistent reputation for providing design documents that are thorough and complete. **Matt provides a quality end-product that proceeds on a predictable schedule, is designed within budget and does not have problems during construction.** Consequently, his project management procedures include safeguards to provide the City with a project that responds to planning and design issues and is completed on-time.

RELEVANT EXPERIENCE

- La Habra Boulevard Street Rehabilitation, La Habra
- Various Pavement Rehabilitations, Manhattan Beach
- Alondra Boulevard Street Rehabilitation, Norwalk
- Richmond Street Improvements, El Segundo
- Spring Street Rehabilitation, Long Beach
- La Palma / Kraemer Intersection Improvements, Anaheim
- Atlantic Avenue Street Rehabilitation, Long Beach
- Camino Capistrano Street Rehabilitation, San Juan Capistrano
- Broadway Street Improvements, Laguna Beach
- Whittier/Hacienda Intersection Improvements, La Habra
- Various Parking Lot Rehabilitations, Santa Monica
- Various Arterial Pavement Rehabilitations, Lake Forest
- Ximeno Street Rehabilitation, Long Beach
- La Palma / Tustin Intersection Improvements, Anaheim
- 10th Street Rehabilitation, Long Beach
- Camino Las Ramblas Street Rehabilitation, San Juan Capistrano
- Brookshire Avenue Street Rehabilitation, Downey
- Mountain View Roundabout and Street Rehabilitation, El Monte
- Various Pavement Rehabilitations, La Habra
- Atlantic Avenue Street Rehabilitation, Long Beach
- Parkmead Street Rehabilitation, Santa Fe Springs
- Various Pavement Rehabilitations, Rancho Palos Verdes
- Anaheim Resort Improvement Project, Anaheim
- Kermore Lane Street Improvements, Stanton
- Alondra / Valley View Street Widening, Santa Fe Springs
- Various Street Rehabilitations, La Mirada
- Temple Hills Drive Street Rehabilitation, Laguna Beach



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

REGISTRATIONS

Professional Engineer,
(Civil), CA #35500



SECTION C | SUMMARY SHEET | RESUMES

STEPHEN BISE, PE

PRINCIPAL-IN-CHARGE | QA/QC | MANAGEMENT CONTACT | CIVIL ENGINEERING & TRAFFIC DESIGN | SENIOR ENGINEER

KOA

Mr. Bise has managed numerous civil and traffic engineering projects for several municipalities throughout Southern California. His project experience consists of preparing final plan, specification, and estimate (PS&E) packages for various improvements to roadways/highways, intersections, drainage, low impact development (LID) implementation, traffic signals, ITS, lighting, signing/stripping, and planning for future development. He also has extensive experience in complete streets design and implementation, which include safe multi-modal integration with aesthetic elements such as landscape and street furniture. Stephen's keys to success include clear, concise communication and diligent quality control.

RELEVANT EXPERIENCE

- Foothill Blvd Master Plan Improvements, Claremont
- Reche Vista Drive Realignment, Moreno Valley
- Calabasas Road Street Design Services Project, Calabasas
- Glendale Avenue & Monterey Road SR134 Freeway Access Improvement Project, Glendale
- Carson Street Master Plan Implementation Project, Carson
- Paramount Median PS&E, Pico Rivera
- Whittier Lambert Road TSSP, Whittier
- Stewart & Pennsylvania Improvement Project PS&E, Santa Monica



EDUCATION

BS, Civil Engineering, California State Polytechnic University Pomona, CA

REGISTRATIONS

Professional Engineer, (Civil), CA #76775

GIUSEPPE CANZONIERI, PE

CIVIL ENGINEERING | SENIOR ENGINEER

KOA

Mr. Canzonieri has performed numerous projects for both public and private developments throughout Southern California. He has considerable experience working with roadway design, traffic signal design, signing & striping design, traffic control design, construction specifications and cost estimates. He has served as project manager and project engineer on several civil and traffic engineering design projects for several Cities throughout Southern California. He is also known for his quality control capabilities and providing clients with high quality construction documents.

RELEVANT EXPERIENCE

- 2019 Pavement Rehabilitation Project, Culver City
- 2016 Pavement Rehabilitation Project, Culver City
- FY18/19 Street Improvements, South Pasadena
- Alley Area 4 Rehabilitation, La Habra
- Area 5 Rehabilitation, La Habra
- Slauson Avenue Rehabilitation, Los Angeles
- Arterial Roads Rehabilitation Project, Rancho Palos Verdes
- Foothill Blvd Master Plan Improvements, Claremont
- Rosemead Boulevard Safety Enhancements Design/Study, Temple City



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

PROFESSIONAL AFFILIATIONS

Professional Engineer (PE), Civil, CA #79006



SECTION C | SUMMARY SHEET | RESUMES

MANNY BARRIOS

CIVIL ENGINEERING | SENIOR ASSOCIATE ENGINEER

KOA

Mr. Barrios has worked on a variety of public agency projects involving roadway design and plan preparation and a wide range of public works, capital improvement and land development projects for various cities throughout Los Angeles and Orange Counties. Manuel has delivered projects for both horizontal and vertical design for public agencies such as the Los Angeles County Metropolitan Transportation Authority (Metro) and the Los Angeles Bureau of Engineering/Department of Transportation (LABOE/DOT). He has served as project engineer for several public agencies to construct, widen and improve roadways, determine utility relocations, design and prepare grading, drainage, sewer and water utility and site improvement plans. He has extensive experience and knowledge of Orange County and Los Angeles County Public Works Standard Plans as well as Greenbook Standard Specifications for Public Works Construction in order to deliver projects from the preliminary stage through final construction.



EDUCATION

BS, Civil Engineering, University of California, Irvine, CA

RELEVANT EXPERIENCE

- La Habra Boulevard Street Rehabilitation, La Habra
- Various Pavement Rehabilitations, Manhattan Beach
- McBean Parkway Street Improvements, Santa Clarita
- Descanso Avenue Street Rehabilitation, Buena Park
- Richmond Street Improvements, El Segundo

JENNIFER MILLER, EIT

CIVIL ENGINEERING | ASSOCIATE ENGINEER

KOA

Ms. Miller, EIT, is an associate engineer with three years of civil engineering experience. Jennifer has been involved with roadway projects in the Cities of Placentia, Santa Monica, Long Beach, Anaheim, Santa Ana, and Costa Mesa, and also in unincorporated areas of Los Angeles and San Bernardino Counties. She is skilled in utilizing design programs such as AutoCAD, Civil 3D, Microstation, and ArcGIS.



EDUCATION

BS, Civil Engineering, San Diego State University, San Diego, CA

REGISTRATIONS

Engineer in Training, (Civil), CA 164489

RELEVANT EXPERIENCE

- Bloomington Ave Rehabilitation, Bloomington
- LACDDPW Rowland Heights Rehabilitation, Rowland Heights
- Santa Monica Stewart St & Pennsylvania Ave PS&E, Santa Monica
- Placentia HSIP Cycle 9, Placentia
- Orange Ave and Hellman St Traffic Circle PS&E, Long Beach
- Delta Ave Traffic Circle and Pavement Rehabilitation, Long Beach
- Big Bear Moonridge Road Roundabout Design, Big Bear Lake
- Oceanside ADA Pedestrian Path, Oceanside
- Coachella Ave 50 PS&E, Coachella
- San Bernardino Sig SIC PS&E, San Bernardino
- Orange HSIP Signal PS&E, Orange



SECTION C | SUMMARY SHEET | RESUMES

GREGORY GARCES

TRAFFIC ENGINEERING | SENIOR DESIGNER

KOA

Mr. Garces has more than 12 years of working experience in the traffic engineering and transportation planning field. He specializes in conducting traffic engineering, safety studies, and transportation impact analyses; designing work zone traffic control and handling plans; providing traffic engineering plancheck and quality control services; and designing construction-ready PS&E packages for a variety of highway improvement and locally-funded CIP transportation projects. His specific work experience includes serving as lead analyst, project engineer, and designer for oncall city traffic engineering contracts; parking and traffic studies; "quick build" neighborhood traffic calming safety projects; regular and specialized applications of the Highway Capacity Manual and California MUTCD; and other active transportation-focused pedestrian and bicycle programs.

RELEVANT EXPERIENCE

- Inglewood Multi-Corridor TSSP, Inglewood
- RCTD Hamner Avenue Bridge 100% Traffic Control and Temporary Signal Design, Riverside County
- Citywide PS&E Traffic Signal Upgrades & Modifications, Lawndale*
- Citywide PS&E Highway Safety Improvement Program (HSIP), Coachella*
- Traffic Safety Committee On-Call Traffic Engineering Services, 2018/19, El Monte*



EDUCATION

3 Years BS Coursework, Civil Engineering, California State Polytechnic University, Pomona, CA

TRAINING

2014 CA MUTCD Update Training Course, Los Angeles County Metropolitan Transportation Authority (Metro) 27-Hour Training, Project Management Professional (PMP) Traffic Control for Safer Work Zones, Institute of Transportation Studies Tech Transfer Program, University of California, Berkeley, CA

**Work Experience from Previous Firm*

JOE DIETZ, PE, SE, LEED AP

WATER QUALITY | PRINCIPAL ENGINEER

Subconsultant - DSC Engineering

Mr. Dietz's civil engineering experience includes the design of sewer transmission systems, water distribution systems, street and storm drain improvements and grading activities varying from mass grading to final precise grading plans. His civil experience includes the design of new civil infrastructure and the rehabilitation of existing systems. He is at the forefront of sustainable building design. He has ample experience in the area of stormwater quality and quantity management through his experience on several Low Impact Development (LID) and US Green Building Council LEED certified projects. His experience includes the use of bio-retention swales, landscape buffers, pervious paving, and other bio-retention facilities to adequately treat and mitigate contaminated storm water flows. As a LEED Accredited Professional, Mr. Dietz brings innovative and valuable solutions to projects that meet or exceed the California State Water Resource Control Board requirements for stormwater pollution prevention. Mr. Dietz has successfully prepared Storm Water Pollution Prevention Plans (SWPPP), Water Quality Technical Reports (WQTR), and Standard Urban Stormwater Mitigation Plans (SUSMP) for various projects throughout the State of California, including areas within the Coastal Zone.

RELEVANT EXPERIENCE

- Laguna Woods Dog Park, Laguna Woods
- Houghton Park Community Center Renovation, Long Beach



EDUCATION

BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS

Professional Engineer (PE), Civil, CA #67032
Civil, NV #17356

State of California Qualified SWPPP Developer: CBPELSG-QSD C67032

LEED® Accredited Professional



SECTION C | SUMMARY SHEET | RESUMES

CHUCK STEPHAN, PE

CONSTRUCTABILITY REVIEW | PRINCIPAL

KOA

Mr. Stephan has 38 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects in both the civil and construction management disciplines. Mr. Stephan specializes in project management, civil engineering design, and construction management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements.

RELEVANT EXPERIENCE

- Engineering Services, Program Management, Project Management, Design, and Construction Management, La Habra
- Engineering Services, Program Management, Project Management, Design, and Construction Management, Torrance
- Cherry Avenue Improvement Project, Signal Hill
- Residential Overlay and Slurry Seal, Rancho Palos Verdes
- Pavement Rehabilitation Projects and Residential Water Main Replacements, Torrance
- Pavement Rehabilitation Project, Culver City



EDUCATION

BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS

Professional Engineer (Civil), CA #50481

RUSSELL HANSON, PLS, GISP

SURVEY | PROJECT SURVEYOR

Subconsultant - Huitt-Zollars

Mr. Hanson has 22 years of experience in the preparation of Tract Maps, Parcel Maps, Records of Survey, Right-of-Way maps, Legal Descriptions, ALTA Surveys and Lot Line Adjustments. He has been involved in numerous rehabilitation projects for streets and intersections using conventional survey, GPS survey and scanning. Russell coordinates field crews, processing field work and delivers final CAD product and has extensive survey experience in Southern California.

RELEVANT EXPERIENCE

- Division Street, Long Beach
- Imperial Hwy and Del Sur Ave, La Habra
- Mountain View Road, El Monte
- Alley topo, Alhambra
- Atlantic Ave, Long Beach



EDUCATION

BS, Civil Engineering, Cal Poly Pomona, Pomona, CA

REGISTRATION

Professional Land Surveyor (PLS), Survey, CA #8873

Geographic Information System Professional (GISP): CA #64594

SECTION C | SUMMARY SHEET | RESUMES

DAVID MACKEY, PLS

SURVEY | PROJECT SURVEYOR

Subconsultant - Huitt-Zollars

Mr. Mackey has 21 years of experience in transportation planning, bicycle/pedestrian planning, transit access and operations, traffic circulation, and economic development. He has worked on projects addressing bikeway planning and safety education, pedestrian circulation, First Last Mile, Tactical Urbanism, complete streets, transit operations, traffic studies, and economic revitalization. He has been involved in the development of numerous bicycle and pedestrian plans, including the City of South Gate Bicycle Plan and the City of Lancaster Bicycle and Pedestrian Plan. [First Name] has led walk audits at Metro stations and managed the implementation of a tactical urbanism pilot project to address pedestrian safety on César Chávez in Boyle Heights.

RELEVANT EXPERIENCE

- Greenleaf Ave, Santa Fe Springs
- Bristol Street, Santa Ana
- Lakewood Blvd, Downey
- Warner Ave, Santa Ana
- Whitter Blvd, La Habra



EDUCATION

BS, Civil Engineering, Cal Poly Pomona, Pomona, CA

REGISTRATION

Professional Land Surveyor (PLS), Survey, CA #8912

PAUL PIETSCH

SURVEY | PROJECT SURVEYOR

Subconsultant - Huitt-Zollars

Mr. Pietsch has 25 years of experience in preparing transportation planning, bicycle/pedestrian planning, transit access and operations, traffic circulation, and economic development. He has worked on projects addressing bikeway planning and safety education, pedestrian circulation, First Last Mile, Tactical Urbanism, complete streets, transit operations, traffic studies, and economic revitalization. He has been involved in the development of numerous bicycle and pedestrian plans, including the City of South Gate Bicycle Plan and the City of Lancaster Bicycle and Pedestrian Plan. [First Name] has led walk audits at Metro stations and managed the implementation of a tactical urbanism pilot project to address pedestrian safety on César Chávez in Boyle Heights.

RELEVANT EXPERIENCE

- Division Street, Long Beach
- Imperial Hwy and Del Sur Ave, La Habra
- Mountain View Road, El Monte
- Alley topo, Alhambra
- Atlantic Ave, Long Beach



EDUCATION

BS, Civil Engineering, Cal Poly Pomona, Pomona, CA

REGISTRATION

Professional Land Surveyor (PLS), Survey, CA #8912



SECTION C | SUMMARY SHEET | RESUMES

EDWARD C. (TED) RIDDELL, PG, CEG

GEOTECHNICAL ENGINEERING | PRESIDENT/PRINCIPAL ENGINEERING GEOLOGIST

Subconsultant - Associated Soils Engineering, Inc.

Ted Riddell has been the President and Principal Engineering Geologist of ASE since the year 2000. He has over 35 years of experience in all phases of geotechnical projects. Ted manages ASE projects for the public and private sectors including planning, budgeting, coordinating, conducting and writing preliminary investigations in seismic hazard zones, landslide areas and Alquist-Priolo Earthquake Fault Zones. In his 20 years at ASE, he has led dozens of Street Rehabilitation Projects, including designs and testing for Full Depth Reclamation (FDR), Mill and Fill, and full pavement replacement.

RELEVANT EXPERIENCE

- Arterial Streets Rehabilitation Investigation, La Habra
- Bellflower Blvd. & Alondra Blvd Rehabilitation Project, Bellflower
- Residential Streets FDR Rehabilitation Project, Garden Grove
- Residential Streets Rehabilitation Investigation, Garden Grove
- El Segundo Boulevard Rehabilitation Project, Hawthorne
- El Segundo Boulevard Rehabilitation Investigation, Hawthorne



EDUCATION

BA, Geological Sciences, University of California at Santa Barbara, CA

REGISTRATION

Professional Geologist (PG), CA #5657
Certified Engineering Geologist (CEG), CA #1775

LAWRENCE CHANG, PE, RGE

GEOTECHNICAL ENGINEERING | VICE PRESIDENT/PRINCIPAL GEOTECHNICAL ENGINEER

Subconsultant - Associated Soils Engineering, Inc.

Lawrence J. D. Chang has been the Principal Geotechnical Engineer for ASE since 2005, and is in charge of supervision of all geotechnical investigation projects, management of soils and materials laboratory, implementation and enforcement of QC & QA testing and inspection services. He has extensive experience in all manner of geotechnical projects. Lawrence manages ASE projects for the public and private sectors, including roadway rehabilitation design and testing, airport runways, Caltrans projects, school construction, port facilities, DSA and OSHPD compliant projects, deep foundations and excavations, seismic hazard analysis and mitigation, slope stability analysis and more.

RELEVANT EXPERIENCE

- Arterial Streets Rehabilitation Investigation, La Habra
- Bellflower Blvd. & Alondra Blvd Rehabilitation Project, Bellflower
- Residential Streets FDR Rehabilitation Project, Garden Grove
- Residential Streets Rehabilitation Investigation, Garden Grove
- Value Engineering – Interstate 10 Construction, Cabazon, Riverside County



EDUCATION

MS, Geotechnical Engineering, University of California at Davis, CA
BS, Civil Engineering, Chung Yuan Christian University, Taiwan

REGISTRATION

Professional Engineer (PE), Civil (RCE), CA #67987
Geotechnical (RGE), CA #2881



SECTION D | ALLOCATION OF RESOURCES | FIRM PROFILES

FIRM BACKGROUND

Founded in 1987, KOA is a leading provider in civil engineering, traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With six offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

OUR COMMITMENT AND DEDICATION

KOA is committed to providing our best engineering and construction management and inspection services for timely project completion. We dedicate the necessary resources to complete each assignment on time and within budget. Be assured that our key personnel will be assigned to each project for its duration and will not be removed or replaced by us without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules on a weekly basis. We also maintain a 6-month look-ahead by project and personnel in order to proactively identify resource needs and availability.

KOA'S EXPERTISE IN ENGINEERING DESIGN

KOA has been providing design services for streets and roadways, utilizing our extensive experience in the effective design of California roadways for 31 years. Accurate Plans, Specifications, and cost Estimates (PS&Es) are developed according to the scope of the project. Our qualified staff of professional civil engineers applies KOA's extensive background in transportation engineering and planning to the design of each roadway to ensure maximum utilization of available funding. Our human resources are complemented with an extensive library of software for developed CAD system for both AutoCAD and MicroStation. Our technicians are highly trained and are able to effectively produce drawings for both local Agency and Caltrans type projects.

STREET IMPROVEMENTS

KOA has provided the design of street improvements and roadways for numerous projects in California. These services include: plan, profile, design, pavement rehabilitation, new specialty pedestrian lighting, pavement treatment, crosswalk accents, curb ramp upgrades, streetscape enhancements, utility coordination and relocation, Low Impact Development (LID), design and implementation, storm drain and sewer modification design, bulb-out design, cycle track separation, median, street widening, and landscape architect design. Accurate PS&Es are developed according to the scope of the project. Our qualified staff of professional civil engineers apply KOA's extensive background in transportation engineering and planning to the design of each roadway to ensure maximum utilization of highway funding and resources.

TYPES OF SERVICES

Civil Engineering
Traffic Engineering
Transportation Planning
Active Transportation
Highway & Transportation Design
Program Management
Construction Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES

Monterey Park
Orange
Ontario
San Diego
La Quinta
Culver City

PROJECT OFFICE LOCATION

2141 W Orangewood Ave
Orange, CA 92868
Tel: (714) 573-0317

MAIN CONTACT

Matt Stepien, PE
Project Manager
(949) 370-3164
mstepien@koacorp.com





SECTION D | ALLOCATION OF RESOURCES | FIRM PROFILES

SIGNING & STRIPING DESIGN

KOA has prepared signing and striping plans for all types of highways, ranging from rural roads to freeways. Our staff conducts extensive field investigations and gathers "as-built" information prior to any signing and striping design work. We then review the traffic study for the project, if available, to determine the appropriate lane configuration, reassessing the lane requirements as needed. A registered civil or traffic engineer checks final plans, specifications, and estimates before being submitted to the agency or client. Our firm has been a front-runner in performing signing and striping design using AutoCAD (Computer Aided Design). Our customized CAD menus are compatible with agency requirements such as those set by Caltrans.

CONSTRUCTION MANAGEMENT

Our construction professionals apply many years of experience on federal, state, and locally funded projects, including municipal agency, utility and private construction. We provide construction management and observation services for bridges, highways, civil projects, roadways, utilities, transportation, rail, airports, vertical structures, and park projects. Our team consists of some of the most practical Construction Managers and Technicians available. KOA provides all parties with up-to-the-minute information and is sensitive to the special needs of the community. Our construction inspectors bring years of accrued skills in dealing with contractors and keeping projects on schedule and on budget.

CONSTRUCTION INSPECTION AND OBSERVATION

KOA provides construction inspection and observation services for a myriad of projects. KOA construction observers have experience with pipelines, bridges, highways, heavy civil projects, roadways, utilities, transportation projects, rail, wharf and port facilities, federally funded projects, and virtually any other type of municipal or public projects. Our construction inspectors bring decades of accrued skills in dealing with contractors and keeping the projects on track for timely completion.

CONSTRUCTABILITY REVIEW

KOA has performed several such Constructability Reviews this past year. It is encouraging to see public agencies taking this important proactive step in developing their PS&E product for construction. Preferably, this work would be done prior to bidding. However, the construction bid is being conducted concurrently with the CM proposal, so that the Constructability Review will take place after bids are submitted. This is still an opportunity to critically review the PS&E package, compare with field conditions, discuss with City staff and stakeholders, and review the bid so that we can identify and address project issues, oversights, shortcomings, or recent developments and minimize project surprises and change orders. KOA CM personnel have access to some of the most knowledgeable Safe Routes to School, bicycle facilities, and traffic signal Civil and Traffic engineers in Southern California. This allows our staff to directly approach our experts regarding any questions or issues that we may find in the civil, ADA, or traffic signal and striping features of the project.



SECTION D | ALLOCATION OF RESOURCES | FIRM PROFILES

Both of the following subconsultants have been chosen for this project based on relationships with KOA staff that extend to over 10 years, and are the overwhelming choice by our Project Manager. This long-term relationship allows KOA and our subconsultants to share expectations for quality and timeliness. In our opinion both firms are technically accurate, while providing results that meet the design Team's expectations.

SUBCONSULTANT - HUITT-ZOLLARS - FIRM BACKGROUND

Huitt-Zollars (HZ) was incorporated in the State of Texas in 1975 and is a Full Service Civil Engineering Firm. Huitt-Zollars has approximately 550 employees in 19 offices covering the Western half of the United States, with local offices in Irvine, Ontario, and Thousand Oaks. Huitt-Zollars has no financial issues and has no pending litigation that will impact the On-Call Surveying Services contract. Huitt-Zollars also offers a complete range of land surveying services to support all types of clients and projects, ranging from On-Call Surveying contracts with City, County, and State governmental agencies to developers, construction companies, Title Companies, and the real estate industry. A large percentage of our land surveying projects are generated from repeat clients which indicates a trust and confidence in our people and the services we provide. With our experienced group of Professional Land Surveyors, multiple field crews, office Survey Technicians, and state-of-the-art surveying and mapping equipment, we are able to provide clients with well-coordinated, cost-effective surveys and related documentation in a timely and efficient manner.

TYPES OF SERVICES

Topographic Surveys
Records of Survey
Monitoring Surveys
Parcel Maps/Tract Maps
On Call Map Checking
Right of Way Engineering
Monument Perpetuation
ALTA Surveys
Aerial Drone Surveys
Scanning

PROJECT OFFICE LOCATION

2603 Main Street, Suite 400
Irvine, CA 92614
Tel: (949) 988-5815



SUBCONSULTANT - ASSOCIATED SOILS ENGINEERING - FIRM BACKGROUND

The firm of Associated Soils Engineering, Inc. (ASE), a California Corporation, was incorporated in 1974, in the State of California. ASE, headquartered in Signal Hill, California, has been in business for over 45 years providing services to many general contractors and municipalities as well as private industry throughout Southern California. These facilities are considered among the best in Southern California providing testing services for many competitors as well as for the in-house clients. ASE's in-house laboratory is certified by the State of California Department of Transportation (Caltrans), has been accepted by the State of California Division of State Architect (DSA) under the Laboratory Evaluation and Acceptance program (LEA 224), as well as AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete) and the City of Los Angeles. Associated Soils Engineering, Inc. has a commitment to provide Geotechnical consulting and soils and materials testing services with a high degree of professional excellence and proficiency. ASE has provided geotechnical design, material testing, and construction testing services for over four decades in Southern California and can use the vast experience, information and data gathered over the years to provide quick and cost-effective geotechnical solutions to your project.

TYPES OF SERVICES

Geotechnical Engineering
Engineering Geology
Material Testing

PROJECT OFFICE LOCATION

2860 Walnut Avenue
Signal Hill, CA 90755
Tel: (562) 426-7990





SECTION D | ALLOCATION OF RESOURCES | CONCEPTUAL PLAN

KOA ADVANTAGES

RESIDENTIAL AND ARTERIAL ROADWAY REHABILITATION EXPERIENCE

KOA staff has completed a significant number of similar roadway rehabilitation projects over the last five (5) years as described below:

- La Habra annual arterial and residential rehabilitation projects **(2005-2020)**;
- Whittier annual residential rehabilitation project (2019);
- Manhattan Beach annual residential rehabilitation project (2019);
- La Mirada annual residential rehabilitation project (2017);
- Long Beach arterial rehabilitation projects **(2008-2020)**;
- South Pasadena arterial and residential rehabilitation project (2018);
- Various unincorporated areas of Los Angeles County (working for LACDPW) arterial and residential roadway rehabilitation projects (2017-2020);
- Culver City arterial roadway rehabilitation projects (2016, 2019);
- Downey arterial roadway rehabilitation projects **(2001-2020)**.

OUR PROJECT MANAGER

KOA's civil engineering design team is led by Matt Stepien, PE, Senior Project Manager. Matt will be the primary point of contact and will manage the contracted work. Matt brings more than 30 years of experience with significant arterial and residential roadway design, including major roadway projects throughout Southern California. **He has built a strong reputation for creating value for Cities by always looking for ways to reduce construction costs and providing designs that are focused on providing practical solutions.**

UNDERSTANDING OF ISSUES

One of KOA's discriminating factors is our desire to understand the project issues at the proposal level, so that we can provide the most-appropriate personnel and level of effort, and so that surprises are eliminated or minimized during the design process. For this specific proposal, our effort has included the following:

- Significant review of existing pavement conditions;
- Significant review of existing striping conditions;
- Discussions amongst the team regarding the best methodology to cost-effectively prepare base mapping;
- Extensive review of the City's PMP, focusing on the PIC and pavement recommendations;
- Discussions amongst the team (and a contractor) regarding potential construction cost savings.

PRACTICAL SOLUTIONS

Our approach to pavement rehabilitation is more practical than theoretical. We have learned that many times geotechnical recommendations (and pavement management reports) are overly conservative and that most streets, especially residential streets, have performed beyond their life-expectancy with little maintenance.

Upon completing the visual inspection of the project areas, our engineering staff will compare our findings and recommendations to those provided in the geotechnical report and provide preliminary costs for the proposed improvements. There may be instances where we recommended a different rehabilitation method than the geotechnical engineer. We will coordinate these instances with the City, develop alternatives, and recommend the best and most cost-effective strategies.

STRETCHING CONSTRUCTION BUDGETS

KOA staff is always focused on trying to find ways to stretch construction dollars for public agencies. We believe there is a strong possibility that pavement costs can be reduced on this project relative to traditional rehabilitation construction by using pavement recycling. The options include the use of cold-in-place recycling (CIR) and cold-central plant recycling (CCPR). In addition to providing cost savings, these methods would also result in a reduction in the construction schedule.



SECTION D | ALLOCATION OF RESOURCES | CONCEPTUAL PLAN

PROJECT TEAM

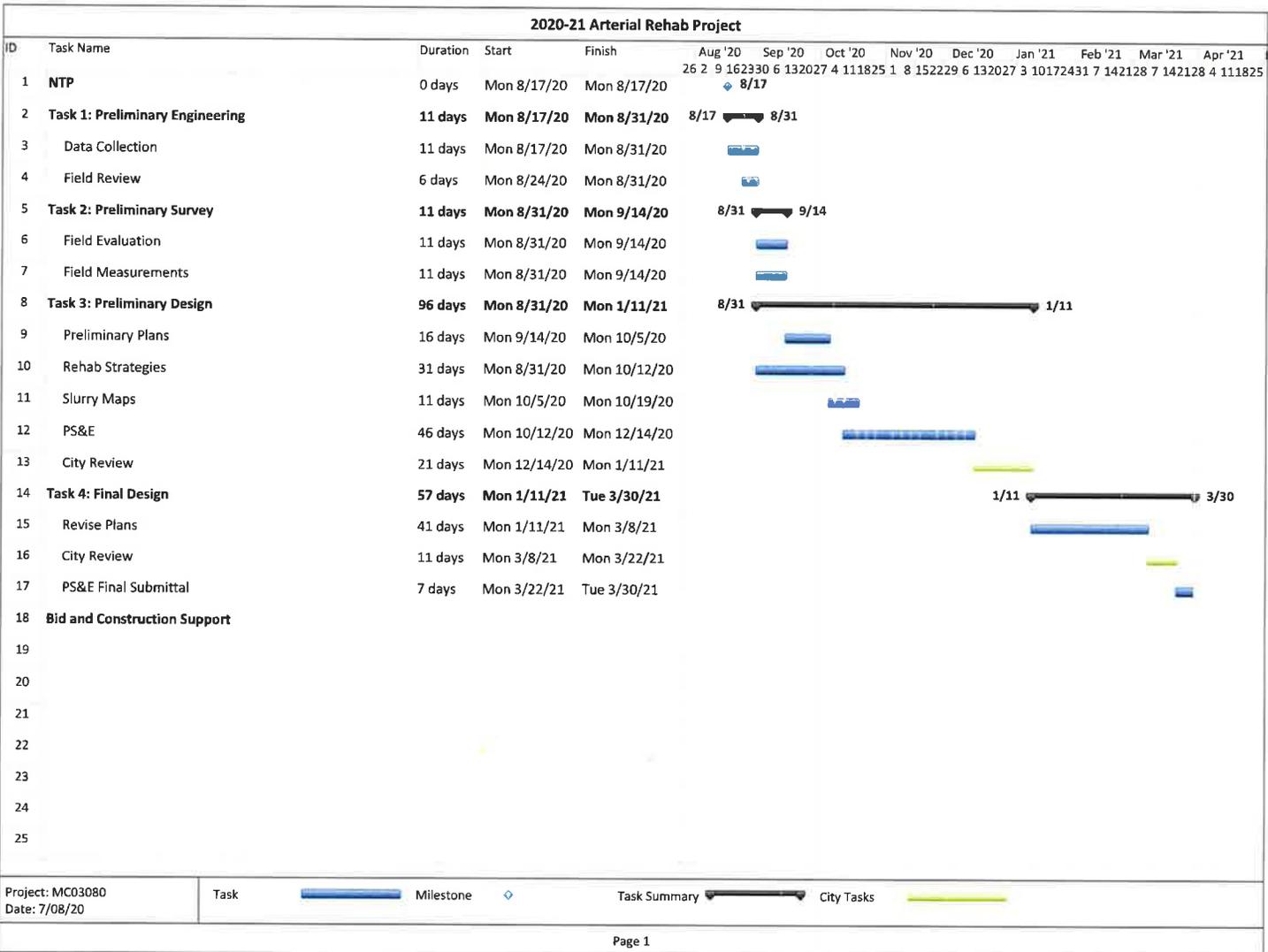
The assembled KOA team members have an average of over 20 years of experience in their respective areas of expertise – roadway, striping, survey, and geotechnical. In addition to their specific industry experience, the KOA team has extensive experience working together on numerous similar roadway projects. This experience will enable the County of San Bernardino to have a quality end product that **proceeds on-schedule, is designed within budget at a reasonable cost, and is constructed without problems.**

ALLOCATION OF RESOURCES					
City of Placentia					
TASKS	PIC QA/QC \$215	Project Manager \$215	Project Engineer \$150	Associate Engineer \$105	Admin. Assist. \$85
Task 1 - Preliminary Engineering					
1. Kickoff and Status Meetings		8	8	4	
2. Research and Review			4	8	
3. Environmental					
Task 2 - Preliminary Survey					
1. Field Reviews		8	24	24	
2. Ground Survey			4	4	
Task 3 - Preliminary Design					
1. Create Base Mapping		4	16	48	
2. Develop Street Rehabilitation Strategies / Geotech		4	8		
3. Prepare 11x17 Slurry Maps		2	6	12	
4. Update Yellow and Red Timing at 12 Intersections		1	4	24	
5. Street Rehab Plans	8	48	120	240	
6. Signing and Striping Plans	4	2	24	160	
7. Preliminary Traffic Control Plans	1	4	8	24	
8. Cost Estimate		3	6	24	
9. Specifications		4	8		4
10. Utility Coordination		2	8	12	4
Task 4 - Final Design					
1. Finalize Plans	8	26	88	220	
2. Finalize Cost Estimate	2	2	4	8	
3. Finalize Specifications	2	2	4		2
4. Bid Support		2	6		
5. Construction Support		8	12	12	
Utility Meetings					
1. Meetings		4	4		4
2. Pothole Surveying			2		
Water Quality					
1. SWPPP Support			2		
2. BMPs			2		



SECTION D | ALLOCATION OF RESOURCES | PROJECT SCHEDULE

The attached schedule is for the pavement rehabilitation project. The slurry project PS&E can be completed by November 9, 2020.



SECTION E | SCOPE OF WORK

TRAFFIC IMPROVEMENTS

YELLOW & RED TIME UPDATE

The RFP identifies to evaluate the yellow and red clearance interval at 12 intersection. KOA is very familiar with signal timing guidelines in the California Manual for Uniform Traffic Control Devices (CAMUTCD) and FHWA Signal Timing Manual.

Per the CAMUTCD, the yellow change interval can be determined solely on approach speed, not on the width of the intersection. The CAMUTCD provides tables 4D-102a and 4D-102b that include minimum yellow interval if you have relevant speed data or are using the posted speed limit. These values are intended to eliminate the “dilemma zone”, within which a car is too far to continue at constant speed through the intersection before the yellow changes to red, but too close to be able to come to a stop at the limit line.

We strongly **discourage adding time to the minimum yellow change interval** provided in the tables. This will be training citizens to rely on lengthy yellow time, which would become a risk when they go beyond the City limits. We recommend using the yellow time provided in the CAMUTCD, which are already conservative.

Red clearance, also known as “All Red”, is the interval within a signal phase after the yellow changes to red, but before the next conflicting green begins. According to National and California MUTCD, **red clearance is optional**. If the City elects to have a red clearance interval greater than zero, the definition of “width of intersection” need to be determined, which will directly affect the recommend timing.

PEDESTRIAN ENHANCEMENTS

All intersections with crosswalks will be upgraded to include continental crosswalks. We are currently working with the City to install continental crosswalks at five locations. The location and alignment of the crosswalk can have effect on signal push button locations and ADA curb ramps accessibility. Therefore, it is important to provide sufficient detail for the contractor to align the crosswalks correctly. KOA will evaluate each location and provide details on a case-by-case basis. We will also evaluate and recommend yellow continental crosswalks if the intersection is within ½ mile of a school per CAMUTCD.

Another update to consider is the installation of Type B or Assessable Pedestrian Signals (APS) push buttons at signalized intersections. Several signalized intersection currently have non-ADA compliant push buttons, therefore, this is an opportunity to upgrade these items to current City standard. In addition, KOA will evaluate the location of the current push buttons and make recommendations for modifications if they do not comply with current CAMUTCD and ADA guidelines.

a - For Speed determined by 85th Percentile

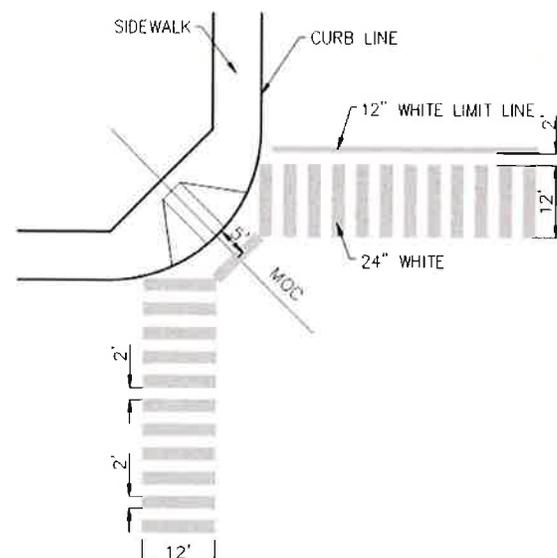
SPEED (Determined by 85th Percentile Speed)*	MINIMUM YELLOW INTERVAL
mph	Seconds
25 or less	3.0
30	3.2
35	3.6
40	3.9
45	4.3
50	4.7
55	5.0
60	5.4
65	5.8

*See Section 4D.26 Standard under paragraph 14c

b - For Posted or Prima Facie Speed

POSTED SPEED or UNPOSTED PRIMA FACIE SPEED	MINIMUM YELLOW INTERVAL*	MINIMUM YELLOW INTERVAL*
mph	Seconds	Seconds
15	N/A	3.0
20	N/A	3.2
25	N/A	3.6
30	3.7	N/A
35	4.1	N/A
40	4.4	N/A
45	4.8	N/A
50	5.2	N/A
55	5.5	N/A
60 or higher	5.9	N/A

*Speed values for Table 4D-102b (CA) are inclusive of the 7 MPH added for speeds equal to 30 MPH or higher and 10 MPH for speeds equal to or lower than 25 MPH for determining the minimum values of the yellow intervals

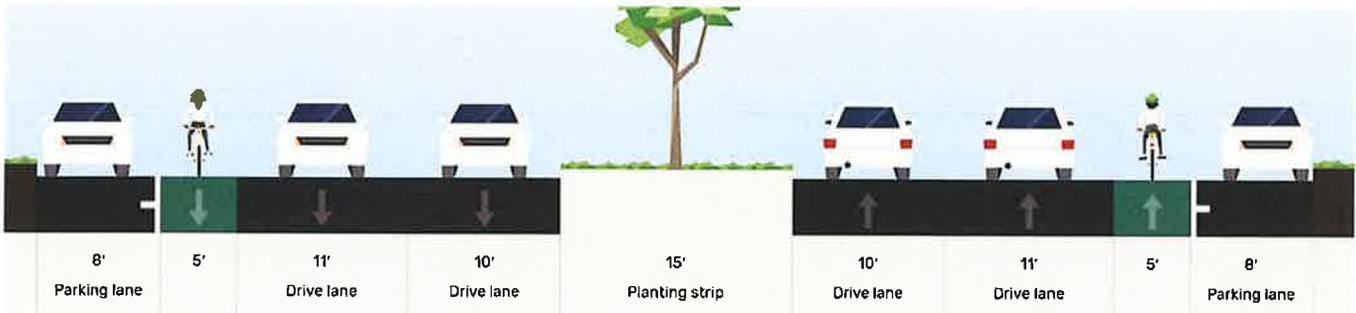


SECTION E | SCOPE OF WORK

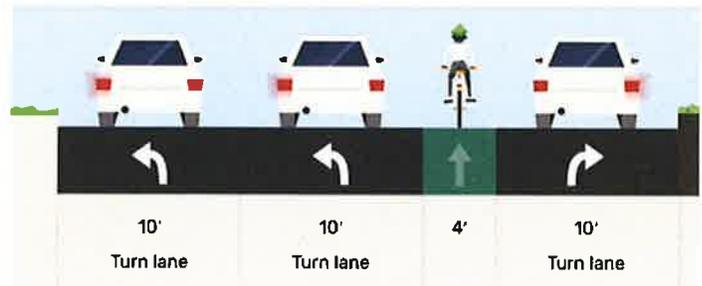
BIKEWAY ENHANCEMENTS

CHAPMAN AVENUE

Between Kraemer Boulevard and Orangethorpe Avenue, Chapman Avenue has an 83-foot curb-to-curb width. This segment is currently a 4-lane roadway with a raised landscaped median and on-street parking. The available pavement width is approximately 34-feet curb-to-curb for the southbound and northbound travel way. Based on preliminary evaluation, a 5-foot Class II bike lane can be striped between the #2 thru-lane and parking aisle (see sketch cross-section below).



The intersection of Chapman Avenue and Orangethorpe Avenue is a "T" intersection, and southbound geometry is currently two left-turn lanes and one right-turn lane. The RFP indicates the desire to continue the southbound bike lane to the limit line. CAMUCTD currently prohibits bike lanes to the right of a right-turn lane unless it is protected and a bike signal is provided with separate control of the right-turn movement. A minimally invasive option is to restripe the lanes to 10-feet and squeeze a 4-foot bike lane in-between the #2 left turn lane and right turn lane. Another, more costly option is to remove the right turn lane and install a protected barrier between the #2 lane and extended bikeway. This would allow for a partially protected intersection, however, decreases capacity of vehicles on the south approach. A traffic assessment should be performed to determine the impacts of the lane reduction.



VAN BUREN STREET & MADISON AVENUE

Both Van Buren Street and Madison Avenue have a variable curb-to-curb width between 24-feet and 62-feet. The geometry changes almost every block and parking is permitted on various segments. The installation of bike facilities will likely be a combination of Class II and Class III (sharrows). The key will be to clearly identify and design transitions between the various bikeways.

GUIDELINES FOR CLASS IV BIKEWAYS

The RFP identifies the desire to install protected Class IV bikeways where feasible. In 2015, Caltrans issued a Design Information Bulletin Number 89 (DIB 89) for

SECTION E | SCOPE OF WORK

Class IV Bikeway Guidance. In accordance with Streets & Highways Code 981, all bikeways must conform to guidance established by Caltrans, even on city streets that are not operated by the state. KOA is familiar with the design of protected bikeways. We designed the first two modern Class IV bikeways in Southern California (Broadway/3rd in Long Beach and Rosemead Boulevard in Temple City) and since then have designed several others. Furthermore, we are familiar with the latest standards established by the Federal Highways Administration, which change frequently. During preliminary engineering, KOA will determine where Class IV bikeways are feasible within the project limits.

SIGNAL TIMING AUDIT FOR YELLOW & RED INTERVALS

The goal of the timing audit is to ensure that the timing used at these intersections are up to the latest standards per the CAMUTCD and to ensure adequacy for service and safety for all users.

KOA will use the 85TH percentile speed or posted speed limits for all approaches to determine the appropriate minimum yellow change interval at 12 project intersections. In addition, we will review the current placement of advance loops/ detection zones at these location to determine if the setbacks are compatible with the recommended yellow time (Yellow time = Detector Setback Distance/Speed). If the advanced detection is not compatible, we will recommend modification to the detection to provide drivers with enough time to stop and avoid "dilemma/decision zone" conflicts.

Once the determination of the appropriate vehicle approach speed has been identified, we will determine the desired red clearance interval for the same 12 intersection. This will be based on the FHWA/NCHRP Signal Timing Manual, 2nd edition calculations. Determination will include the multiple considerations for the selected vehicle design speed and "width of intersection". Other considerations such as heavy vehicle traffic and grade will also be considered.

These calculations will be provided in an excel spreadsheet along with determination findings summarized in a brief technical memo.

PRELIMINARY ENGINEERING

Upon receipt of any available records from the City and completion of the base plans, we will visit the project site to verify and document existing conditions. We will investigate and verify existing roadway geometry, signage, utility manholes/valves, power poles, cabinets, fire hydrants, etc.

KOA will send a team of experienced and knowledgeable engineers to the project site to fully evaluate existing conditions, identify design constraints, and evaluate the feasibility/constructability of the proposed improvements. Photos will be taken at each project location and compiled into a photo log to document preconstruction condition and reference during design. The base plans will be updated to accurately reflect existing conditions.



SECTION E | SCOPE OF WORK

ROADWAY REHABILITATION IMPROVEMENTS

PROJECT UNDERSTANDING / OBSERVATIONS

One of KOA's discriminating factors is our objective to have a comprehensive understanding of the project issues at the proposal level, so that we can provide the most appropriate personnel and level of effort, and that surprises are eliminated or minimized during the design process. For this specific proposal, our effort has included the following:

- thorough review of the RFP;
- extensive review of the City's PMP, focusing on the PIC and pavement recommendations. **Figure 1 at the end of this section** reflects the recommendations provided in the 2020 PMP, broken down into the four main types of rehabilitation – slurry, thin AC overlay, thick AC overlay and reconstruct AC;
- detailed field reviews, focusing on pavement conditions, concrete improvements and traffic issues;
- numerous discussions amongst the Team regarding pavement rehabilitation and traffic issues.

As a result of the effort described above, our review of the Request for Proposal, field reviews, and our extensive previous experience on other similar projects, we have identified the following observations and discussion:

- we think that a number of the recommendations provided in the City's PMP are overly conservative;
- for some of the residential streets, a different pavement rehabilitation strategy can be used for the same street;
- based on our extensive related experience working on residential streets, the typical structural section is 3"-4" AC / 6"-8" AB, and therefore, the rehabilitation strategies are generally limited to pavement preservation (chip, slurry, scrub seals), mill and fill, AC reconstruction or total reconstruction of the entire AC and AB structural section;
- public street trees, and in some cases private trees, are causing significant sidewalk and pavement uplift in many areas;
- the street crossfall seems to be reasonable;
- other than uplifted segments, the concrete improvements are generally in fair condition.

KEY ISSUES / DISCRIMINATORS

STRETCHING THE CITY'S CONSTRUCTION DOLLARS

One of KOA's primary objectives on pavement rehabilitation projects is to stretch the City's construction dollars. Our approach is more practical than theoretical. We have learned that many times geotechnical recommendations (and pavement management reports) are overly conservative and that most streets, especially residential streets, have performed beyond their life-expectancy with little maintenance. We have developed a cost comparison table (see next page), which provides a guide to comparing the various types of rehabilitation and reconstruction strategies. Specifically for this project, we preliminarily recommend a less-costly pavement strategy for a number of the streets, which is more appropriate for the existing pavement condition.





SECTION E | SCOPE OF WORK

Roadway Reconstruction/Rehabilitation/Preservation Costs		
Traditional AC / AB Reconstruct		
Item	Unit Cost	Cost / SF
9" Excavation	\$50/CY	\$1.40
3" AC Pavement	\$80/T	\$1.50
6" AB	\$25/T	\$0.95
	Subtotal	\$3.85
	20% Contingency	\$0.77
	Total	\$4.62
Full Depth Reclamation		
Item	Unit Cost	Cost / SF
3" AC Cold Mill	\$0.25/SF	\$0.25
9" FDR	\$1.00/SF	\$1.00
3" AC Surface	\$80/T	\$1.50
	Subtotal	\$2.75
	20% Contingency	\$0.55
	Total	\$3.30
Recompact AB / Reconstruct AC		
Item	Unit Cost	Cost / SF
3" AC Cold Mill	\$0.25/SF	\$0.25
Recompact AB	\$0.20/SF	\$0.20
3" AC Surface	\$80/T	\$1.50
	Subtotal	\$1.95
	20% Contingency	\$0.39
	Total	\$2.34
1.5" AC / 3" Cold in-Place Recycle		
Item	Unit Cost	Cost / SF
1.5" AC Cold Mill	\$0.18/SF	\$0.18
3" CIR	\$0.90/SF	\$0.90
1.5" AC Surface	\$80/T	\$0.75
	Subtotal	\$1.83
	20% Contingency	\$0.37
	Total	\$2.20
2" AC Mill and Fill		
Item	Unit Cost	Cost / SF
2" AC Cold Mill	\$0.20/SF	\$0.20
2" AC Surface	\$80/T	\$1.00
	Subtotal	\$1.20
	20% Contingency	\$0.24
	Total	\$1.44



SECTION E | SCOPE OF WORK

Cape Seal		
Item	Unit Cost	Cost / SF
Micro Milling	\$0.15/SF	\$0.15
Chip Seal	\$0.35/SF	\$0.35
Slurry Seal	\$0.25/SF	\$0.25
	Subtotal	\$0.75
	20% Contingency	\$0.15
	Total	\$0.90
Slurry Seal		
Item	Unit Cost	Cost / SF
Crack Seal	\$0.02/SF	\$0.02
Slurry Seal	\$0.25/SF	\$0.25
	Subtotal	\$0.27
	20% Contingency	\$0.05
	Total	\$0.32

PAVEMENT RECYCLING EXPERTISE

KOA's Project Manager, Matt Stepien, PE, is amongst the leaders in recommending pavement recycling for public agencies in Southern California, and has prepared construction documents using pavement recycling for projects for the Cities of Downey, Pasadena, Stanton, Santa Monica, Anaheim and the County of San Bernardino.

PROVEN TRACK RECORD OF IDENTIFYING COST-SAVING RECOMMENDATIONS

The KOA Team has established a reputation for **developing innovative, cost-saving engineering designs** throughout Southern California including:

- City of Downey – introduced the City to pavement recycling, resulting in **construction cost savings of millions of dollars;**
- City of Seal Beach – provided recommendations contrary to the existing geotechnical recommendations of a total reconstruction of Golden Rain Road, resulting in a **reduction in roadway construction costs of over 60 percent.**
- City of Costa Mesa – in conjunction with a peer review on Bristol Street, identified **pavement construction cost savings of almost 50 percent;**
- City of Santa Fe Springs – kept the existing AB section intact and only reconstructed the AC for a major arterial roadway, **resulting in construction cost savings of over 30%;**
- City of La Habra – provided pavement preservation recommendations, **resulting in construction cost savings of over 40 percent.**

PROVIDING REALISTIC CONSTRUCTION COSTS

One of the elements of the design of a project that KOA pays special attention to is the preparation of realistic construction estimates. Our estimates are based on contractor bids for similar recent construction projects supplemented by direct discussion with KOA's construction personnel and contractors. We maintain a copy of actual bid results from our own design projects, as well as bid results from non-KOA projects from our clients. Additionally, we prepare a preliminary cost estimate at the early design stage to determine whether the project is within the construction budget or if adjustments need to be made.

SECTION E | SCOPE OF WORK

STRONG AND PRACTICAL PROJECT MANAGEMENT

A project cannot be successful without effective project management. KOA was founded on the philosophy of providing hands-on, experienced, proactive project management on all projects. This project will be no exception. Our proposed Project Manager, Matt Stepien, PE, brings more than 30 years of design and project management experience to the KOA Team. Matt will not only be involved with project management and oversight, but will also be involved in day-to-day design of the project.

CONSTRUCTABILITY

“Successfully constructed without problems.” Those are the words that our project team loves to hear and has become accustomed to hearing consistently. Problems during construction can negatively affect everyone associated with a project. By implementing a robust QA/QC program that utilizes our construction personnel as a resource, paying attention to the details and by carefully reviewing our quantities and bid items, we can hear those words on future projects with the City.

SCOPE OF WORK

The scope of work below is comprised of the scope of work from the RFP (in black), supplemented with KOA’s recommended additions/modifications (in blue).

PRELIMINARY ENGINEERING

1. Meet with City representatives to review the project in detail and determine requirements and procedures for design, on-going review, coordination, and meetings. The project area maps are attached as Attachment 1 and may be adjusted after field inspections.
2. Assemble and review available information pertaining to the project, including existing survey data, as-built improvement plans, City maps, mylars of aerial photographs, utility information, and other available record data. This task includes performing research at both the City of Placentia and the County of Orange.

Data Collection. On all design projects, KOA begins by meeting with the Client to refine the specific project design criteria and objectives. The meeting will result in identification of key contacts, design criteria and preliminary design constraints.

KOA shall collect and review all City record information including, but not necessarily limited to, the following:

- As-built drawings
- City utility record drawings
- Assessors’ parcel maps
- Right-of-way record maps



SECTION E | SCOPE OF WORK

3. Perform preliminary field reconnaissance for an overall perspective on existing field conditions.

Field Review. The Project Team will review the project in the field and take photographs of constraints that will impact the proposed projects. The photographs will be filed in a photo album with a written description clearly identifying each picture. The albums serve as a constant reference during design and are invaluable when discussing issues at meetings.

KOA will also develop a .kmz file in Google Earth with geo-coded field photos. This tool will assist the City in seeing photos of areas that we recommend full R&R, curb & gutter replacement, sidewalk replacement, etc.



4. It is anticipated that both projects will be considered Categorically Exempt from further CEQA environmental analysis.

PRELIMINARY SURVEY

1. Conduct field evaluation to inspect the condition of the pavement on each street, identify broken concrete curb, gutter, sidewalk and catch basins in need of repair and identify locations where public or private trees are damaging public infrastructure. Any alleys located within the project area will also be rehabilitated as part of this project. The City's alleys are currently paved with asphalt however the City will reconstruct them utilizing Portland Cement Concrete.

Field Evaluation. Upon receipt of any available as-built records from the City, KOA will visit the project site to fully evaluate existing conditions, identify the proposed improvements and evaluate the constructability of the proposed improvements including the following:

- Verify record drawings dimensions.
 - Investigate and verify existing roadway geometry, including striping, pavement markings, and signage.
 - Verify location of utility manholes/valves, meters, trees, parkways, power poles, and any other visible above ground elements.
 - Identify damaged concrete improvements. Specifically there is significant damage being caused by existing tree roots.
2. Perform field measurements to define and mark sections of pavement to be removed and reconstructed and record for plotting on plans.

Field measurements. KOA will send our experienced and knowledgeable civil engineers to the project site to fully document and evaluate the existing pavement and site conditions. Our engineers will be looking to identify

SECTION E | SCOPE OF WORK

areas of pavement and base failure that may require full removal and replacement. Before leaving the project site, our engineers will develop options for pavement rehabilitation including, but not limited to grind and overlay (full width or edge grind), slurry seal, pavement recycling, etc. The options will be discussed with the geotech subconsultant as they are preparing their report. We will document the site visit with photos and field notes.

We recommend a field review with the City during the preliminary design phase to discuss specific design issues, including ADA issues, the existing pavement conditions and pavement rehabilitation recommendations.

During our field review, we noted that several streets had significant cross-fall issues, including low spots and other issues impacting roadway drainage. To remedy these, we are assuming 2 days of survey and the preparation of up to 2 plan and profile sheets. These tasks (ground survey crew and plan and profile sheets) will only be used if agreed to by the City.

3. Provide field measurements to identify or confirm locations of manholes, valve box covers, vaults, and survey monuments.
4. Perform field measurements to record locations of existing traffic loops and signing and striping to be restored or modified.

PRELIMINARY DESIGN

1. Using available hard copy files of a City map provided by the City, develop base drawings and preliminary plans at lineal scale of 1" = 50' for the resurfacing, including locations of reconstruction. The drawings will present a representation of the street curbs and show locations of street resurfacing and local reconstruction, including details for typical items of work.

Base Drawings and Preliminary Plans. 50-scale street plan-view only sheets will be prepared using the County's Cadastral Landbase Data (County) for all streets. The County maps, which have right-of-way information, will be used for the basemaps with curbs being located as an offset from the right-of-way lines. We have successfully used this approach for similar projects in La Mirada, La Habra, Whittier and Manhattan Beach. **See Figure 2 at the end of this section** for a sample plan that used County data for the plans and uses a grid layout rather than a traditional strip layout.

To supplement the base drawings, all topographic features for the roadway improvements (not including curb ramps) will be collected by KOA's engineering staff using a tape measure, wheel and smart level, including damaged concrete improvements. We will also take photographs of potential problem areas or items that need special attention.





SECTION E | SCOPE OF WORK

2. Provide street rehabilitation strategies, i.e., overlay thickness and extent of removals and reconstruction, crack seal, etc., based on geotechnical analysis of core samples taken from project streets, along with technical specifications for Cold-in-Place Pavement Recycling.

Geotechnical. Prior to the start of fieldwork, our subconsultant Associated Soils Engineering (ASE) will review any available information. ASE will clearly mark appropriate boring locations, notify Underground Service Alert, and coordinate with appropriate utility companies. ASE has assumed that coring/boring of the roadway segments shall be performed at a minimum of 50 locations along the subject alignments, with the assumption that the cores will be focused on the streets that will need more than just a thin AC overlay. Field Exploration is to include the following items:

- Field review, including visual survey of pavement conditions and/or distress, cross streets and other observations.
- Obtain the necessary permits from the City of Placentia. It is assumed that any permits to drill the proposed corings will be provided at no cost to ASE.
- Whereas several of the subject streets are relatively busy thoroughfares, professional traffic control will be required for lane closures on the following streets: Melrose Street, Madison Avenue, Chapman Avenue, Jefferson Street, Orangethorpe Avenue, Miraloma Avenue and Richfield Road (a total of 18 core locations). The remaining portion of the project consists of local residential/low volume streets, and ASE assumes that local traffic control according to the WATCH Manual will be adequate to protect the traveling public and our workers. ASE has assumed that Traffic Control Plans will not be required.
- Coring of existing AC for observation and later laboratory testing at each of the proposed 50 boring locations to determine existing pavement and aggregate base thickness, presence or absence of pavement fabric, as well as the presence or absence of any Macadam.
- Excavation and/or sampling of 50 exploratory borings utilizing hand auger drill equipment to approximately 1 to 3 feet below existing pavement grades to determine existing pavement and base condition/thickness general subsurface conditions, and to delineate any other soil parameters that may affect the proposed rehabilitation project. ASE will obtain bulk samples of the excavated materials from select borings and relatively undisturbed samples will be obtained at subgrade. Upon completion of the field exploration, all test holes will be backfilled with cuttings from the borings and patched with cold patch asphalt or Rapid-set concrete, as necessary to match existing. The field work is anticipated to take six (6) working days.

ASE will provide a detailed measurement of thickness of the existing core, with any layering or pavement fabric noted. **The identification of fabric is key to note so that Contractor's are not surprised and do not ask for a change order for removing the fabric.** ASE will perform the appropriate laboratory testing determination of classification, natural moisture content of soils, field densities of undisturbed samples, laboratory maximum density. Representative samples of subgrade material, which typify the materials encountered, will be selected and subjected to R-Value testing for use in component analysis and/or replacement of section design.

ASE will prepare a single Geotechnical Coring Investigation Report addressing results of the site inspections, existing pavement survey, field sampling, and laboratory testing. The final report will discuss and summarize all methodologies, findings, data, and conclusions made during the project, including the potential for using CIR or CCPR on the arterial and collector streets.

Provide Street Rehab Strategies. Based on our extensive related experience working on residential streets, the typical structural section is 3"-4" AC / 6"-8" AB. Therefore, the rehabilitation strategies are generally limited to pavement preservation (chip, slurry, scrub seals), mill and fill, AC reconstruction (conventional or CIR/CCPR recycling), or total reconstruction of the entire AC and AB.

For the arterial streets, CIR or CCPR are definite alternatives to consider. For CIR and CCPR, the recycled material will have to be overlaid by an additional $\pm 1.5"$ of AC.



SECTION E | SCOPE OF WORK

Traffic Signal. Per Addendum #1, modifications to traffic signals will be covered under a separate project and not part of this proposal.

Modification to vehicle detection due to change in limit lines and/or impacts of pavement rehabilitation, at locations other than those identified above, will be addressed on the signing and striping plan. In addition, we will ensure all modifications accommodate bicycle detection in compliance with the latest CAMUTCD.

3. Prepare 11" x 17" maps, for inclusion in the specifications, identifying the streets to be slurried, the trash collection schedule, and the street sweeping schedule.

KOA's Project Manager, Matt Stepien, PE, previously used this 11" x 17" exhibit approach for miles of slurry projects in the City of Lake Forest.

4. Develop preliminary traffic control plans for all work on arterial highways and primary intersections at scale 1" = 50'.

Traffic Control Phasing Plans. Typical pavement rehabilitation construction can utilize the Work Area Traffic Control Handbook (WATCH) for land closures and detours. KOA will develop preliminary staging/phasing plans. Detailed traffic control plans will be prepared by the contractor.

The plans will include a logical phasing of construction based on the duration of methodology of construction. The traffic control plans will be 1"=40' scale unless directed otherwise.

5. Develop preliminary signing and striping plans at scale 1" = 50' utilizing mylars and PDF plans of the City's streets as available. The table below summarizes our proposed striping plans.

STREET	LIMITS	DISTANCE (MILES)	# OF SHEETS
Madison Avenue	West City limits (approximately 150-feet west of Diane Avenue) to Kraemer Boulevard	0.63	2
Melrose Street	Southern City limits (approximately 170-feet north of Via Martens) to Orangethorpe Avenue	0.38	1
Chapman Avneue	Kraemer Boulevard to Orangethorpe Avenue	0.90	2
Jefferson Street	South City limits (approximately 500-feet north of Miraloma Avenue) to Alta Vista Street	0.68	2
Van Buren Street	Southern City limits (approximately 260-feet south of Miraloma Avenue) to Alta Vista Street	0.88	2
Richfield Road	Southern City limits (approximately 500-feet north of La Palma Avenue) to northern City limits (approximately 500-feet north of Orchard Drive)	0.77	2
Miraloma Avenue	Van Buren Street to Richfield Road	0.31	1
"Nancita Steet & Fee Ana Street"	Richfield Road to Miraloma Avenue	0.44	1
Orangethorpe Avneue	Van Buren Street to east City limit (approximately 300-feet east of Highland Avenue)	0.69	2
Orchard Drive	Richfield Road to Lakeview Avenue	0.50	1
Highland Avenue	Mariposa Avenue to Orangethorpe Avenue	0.37	1
Total =		6.56	17

SECTION E | SCOPE OF WORK

We will utilize the California Highway Design Manual (HDM), CAMUTCD, and local standards to provide an acceptable alignment for ingress and egress multi-modal transportation throughout the project. The signing and striping plans will be 1"=40' scale unless directed otherwise. All striping for the residential streets will be shown on the street rehab plans.

6. Prepare technical and general specifications, bid package, contract documents, and engineer's estimates in the City-approved format. The City will provide a "boilerplate" set of standard bid specifications.

The anticipated plan set will consist of the following sheets:

Description	# Sheets
Title Sheet	1
Typical Sections / Street Details	2
Rehab Plans (50-scale plan-view only)	23
Rehab Plans (P&P)	2
Drainage Details	1
Signing and Striping (arterials and collectors)	17
Traffic Control (arterials and collectors)	2
TOTAL	48

KOA will prepare the technical specifications using the City's boilerplate template. We will use the Standard Specifications for Public Works Construction (latest edition) and Caltrans Standard Specifications throughout the course of this project as a basis for specification preparation. Specifications will be submitted at the 90%, and 100% design stages. KOA will update the cost estimates based on the refinement of the quantities throughout the project. Cost estimates will be submitted at the 60%, 90%, and 100% design stages.

7. Provide detailed equipment specifications to assure and maintain good quality control for asphalt-rubber production.
8. Submit preliminary plans, specifications, and cost estimates to the City for review and comment.
9. Coordinate project with all affected utilities and ensure that all affected utilities are notified during the design review phase of the project.

FINAL DESIGN

1. Based on the City's comments and requirements, revise the plans, specifications, and estimates.
2. Answer Requests for Information and associated questions during the bid phase.



SECTION E | SCOPE OF WORK

3. Review contractor's shop submittals and provide engineering support during construction phase.

KOA will obtain an encroachment permit from the railroad as necessary to rehabilitate pavement within their right-of-way. Any fees are assumed to be paid by the City.

UTILITY COORDINATION

During the design phase of the project, the consultant shall attend regularly scheduled City Utility Coordination meetings, and the consultant shall initiate independent meetings with each utility agency affected by the projects. At the City's Utility Coordination meeting the consultant will be responsible for providing an update on the status of the projects. At the individual meetings with the utility companies the consultant will take the leading role in coordinating the location, relocation, and/or protection of all utilities impacted by the project. The City considers careful documentation of all contacts with the utilities to be extremely important to the scheduling of the project and to construction safety. To this end, the Consultant will be responsible for keeping complete, accurate minutes of all meetings, correspondence and telephone contacts. The consultant will be required to consider the schedule constraints of all utility work on the project and recommend alternative designs or construction schedules if the project is to be delayed by more than 60 days due to the protection or relocation of any individual utility facility. The consultant shall provide the surveying services necessary for all utility potholing that is required during the design phase of the work.

TRAFFIC HANDLING AND CONSTRUCTION SCHEDULING

The consultant shall be required to provide a detailed specification that identifies important traffic considerations that may affect the contractor's construction. These specifications shall include but not be limited to:

- School (and summer school) schedules
- Trash collection schedules
- Street sweeping schedules

ALL PROPOSERS TAKE NOTICE OF THE FOLLOWING WITH RESPECT TO WATER QUALITY AND STORM WATER POLLUTION PREVENTION MEASURES

The City of Placentia lies within the Santa Ana Regional Water Quality District. The City has limited resources to directly monitor and enforce the requirements of this agency; yet it is the intent of the City to fully comply with all of the requirements that this agency applies to the construction of capital improvement projects. Consequently, it is the intent of the City of Placentia to retain consultants who are fully knowledgeable in the permit processing and field implementation of effect Storm Water Pollution Prevention Plans and Water Quality Mitigation. All proposers shall thoroughly describe their knowledge and experience with these issues in the written proposal in the Scope of Work.

The consultant team that is selected to provide the requested services shall incorporate storm water runoff control and pollution prevention Best





SECTION E | SCOPE OF WORK

Management Plan measures into the specifications and plans for the project.

All proposers take notice that the City does not have complete files for all its streets. It may be necessary to prepare some plans in a schematic form; if precise plans for the existing street cannot be found.

Our subconsultant, **Dietz Structural & Civil Engineering (DSC Engineering)** will provide the necessary Storm Water Pollution Prevention Plan (SWPPP) requirements to be included with the Project Specifications and Plans. It is understood that the City of Placentia will require the selected General Contractor to prepare and file the required documents with the State Water Resource Control Board including the Notice of Intent and the SWPPP documents. DSC Engineering will provide specifications to be included with the overall Project specifications and bid package so that the Contractor will have sufficient information to properly bid the work associated with the SWPPP. Due to the nature of this roadway maintenance work, a Water Quality Management Plan is not required for the project. DSC Engineering will assist the project team in implementing Best Management Practices (BMPs) at existing storm drain catch basins including trash racks and filters as recently directed by the Santa Ana Regional Water Quality Control Board to comply with Water Code Section 13383 of the Statewide Trash Provisions.

PROJECT MANAGEMENT / QA / QC

The Project Management task is directed at the organization, planning and control of the project team. Activities include scheduling and monitoring of the project team, cost control and an active quality control program. Quality control will be an ongoing task throughout the duration of the project.

A key factor to project success is accountability. KOA will be accountable to the City to deliver on what is outlined in this proposal. We fully understand this principle, and utilize our internal Quality Assurance and Quality Control (QA/QC) procedure to support our efforts throughout the life of each task order. Our QA/QC involves having plans go through a minimum of two stages of internal review before allowing plans to be submitted to an agency for plan review and approval. The first stage of internal review involves a peer review by an experienced design engineer. The second stage of internal review involves another round of reviews by one or more senior-level registered engineers. Each reviewer confirms that plans reflect the appropriate improvements and conform to the approving agency's design standards and plan format. The reviewers also verify that all plan check comments have been properly addressed on any plan revisions we prepare. Prior to completion of the 90% PS&E, we will perform a constructability review, which entails going out to the project site with the plans and having a detailed walkthrough of anticipated construction activities. The goal of this exercise is to view the project from the contractors prospective and identify potential construction change orders. We will then make necessary adjustments to the plans to limit any issues during construction.

For design plans, we utilize Bluebeam Revu Software for all QA/QC activities. This software allows for paperless review, simultaneous commenting, cloud based record keeping, and clean response to comments. We have found this tool to be very helpful and streamline review, response, and submittals.

This QA/QC approach has led to a high level of quality in our engineering plans, and we believe our firm has established a strong reputation with a number of agencies for producing high quality work products. Mr. Stephen Bise, PE, will take the lead, to ensure KOA's QA/QC process is followed and the City is receiving high quality submittals. **A copy of our street design checklist and our QA/QC form are included at the end of this section.**

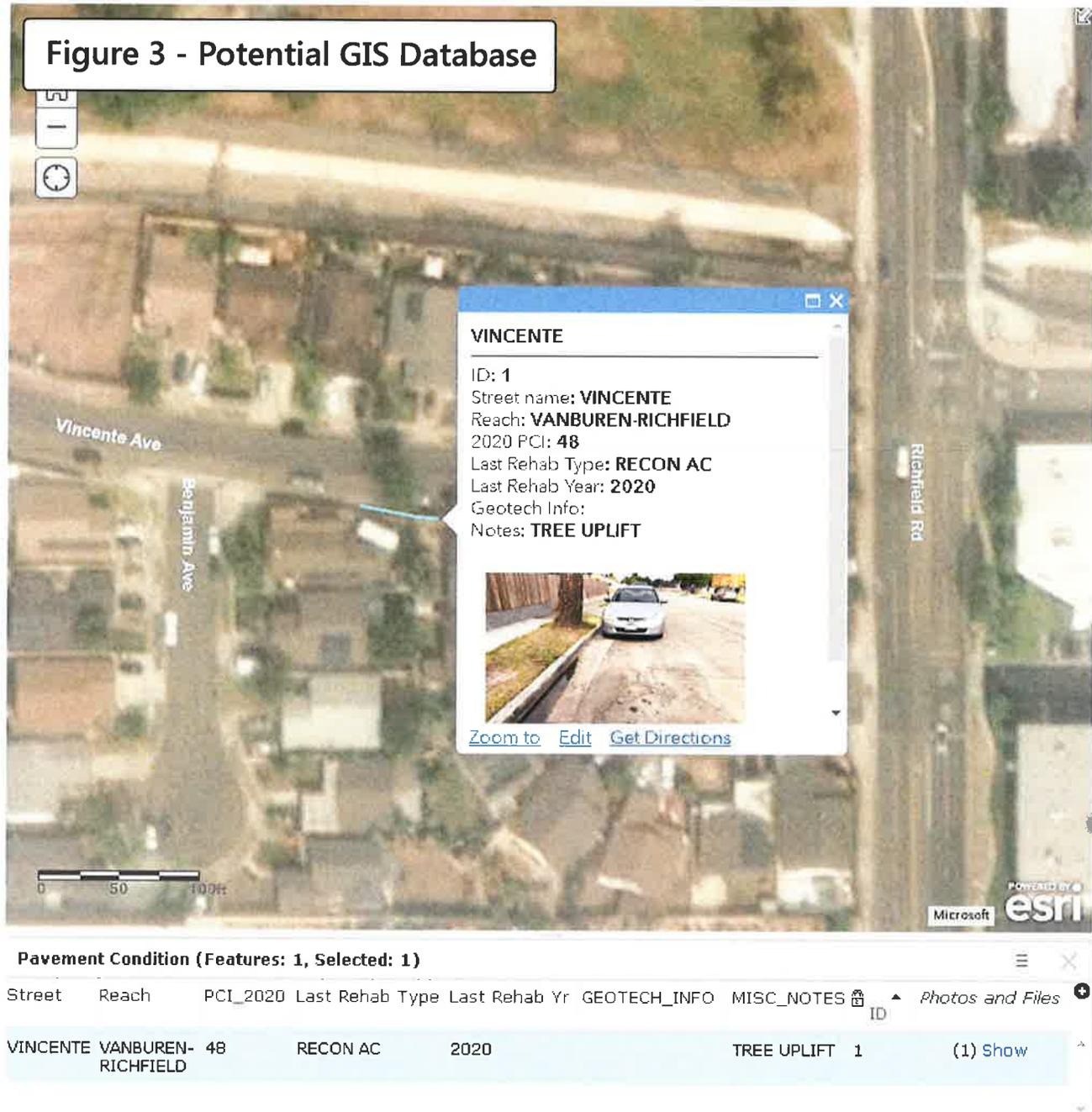
GIS DATABASE - VALUE ADDED TASK

Other Agencies that we have worked for have found a huge benefit by having their rehabilitation information added to their GIS system. **Figure 3 at the end of this section** includes the typical type of information that could be added to the City's GIS, which would include links to photos and attribute data for each street. By adding this information every year, the City will provide a GIS-based database for roadway maintenance that will be a very useful tool for documenting roadway improvements throughout the City. This work will be completed by KOA's in-house GIS specialists.

SECTION E | SCOPE OF WORK | FIGURE 1



SECTION E | SCOPE OF WORK | FIGURE 3



SECTION E | SCOPE OF WORK | STREET DESIGN CHECKLIST



STREET DESIGN CHECKLIST

Date Completed	Initials	Description
_____	_____	1. Research and Data Gathering <ul style="list-style-type: none"> a. Meet with client to review project b. Obtain as-built plans, maps, utility records, etc. c. Preliminary job-walk, photos, etc. d. Determine review process, including outside agencies e. Meet with outside agencies f. Research in-house files and mapping logs to obtain pertinent information from previous projects.
_____	_____	2. Conduct preliminary in-house design team meeting <ul style="list-style-type: none"> a. Review project assignment b. Clarify responsibilities c. Identify potential problems d. Develop project approach
_____	_____	3. Develop preliminary list of plans to be prepared
_____	_____	4. Review design checklists for types of plans to be prepared (street, storm drain, structural, etc.)
_____	_____	5. Refine project schedule from proposal
_____	_____	6. Submit first utility notice
_____	_____	7. Identify design constraints
_____	_____	8. Request outside services: <ul style="list-style-type: none"> • Geotech • Structural • Landscaping • Environmental • Survey • Other (specify)
_____	_____	9. List design assumptions
_____	_____	10. Prepare preliminary design (±30%) <ul style="list-style-type: none"> a. Alignment study b. Preliminary layouts c. Preliminary cost estimate (compare with budget) d. Alternatives analysis
_____	_____	11. QA/QC REVIEW
_____	_____	12. Revise per QA/QC Comments
_____	_____	13. Submit to client

1

SECTION E | SCOPE OF WORK | STREET DESIGN CHECKLIST



Date Completed	Initials	Description
_____	_____	14. Develop design parameters <ul style="list-style-type: none"> a. Stationing b. Cross sections c. Drawing scales d. Calculations e. Min longitudinal slopes f. Min and max cross-slopes g. Standard plans h. Specs
_____	_____	15. Prepare ±90% plans and cost estimate
_____	_____	16. Review with designer to identify: <ul style="list-style-type: none"> a. Intent b. Format c. Items to be added later (notes, details, etc.) d. Intermediate deadlines for present assignment
_____	_____	17. Establish submittal and internal deadlines
_____	_____	18. Review completed plans and calculations
_____	_____	19. Obtain plans prepared by consultants
_____	_____	20. Develop list bid items and prepare quantity estimates
_____	_____	21. Prepare specifications (see flowchart for specifications)
_____	_____	22. Prepare cost estimate
_____	_____	23. QA/QC REVIEW
_____	_____	24. Revise per QA/QC comments
_____	_____	25. Make revisions; evaluate impacts of revisions on rest of project
_____	_____	26. Submit plans to client and outside agencies for review
_____	_____	27. Submit plans to utility owners for review
_____	_____	28. Make revisions following reviews
_____	_____	29. Submit final plans to client and agencies for approvals



SECTION E | SCOPE OF WORK | QA/QC FORM



QA/QC FORM

Client: _____

Project: _____

Submittal: _____

Project Engineer: _____

Date Checked: _____

Second Reviewer: _____

Date Checked: _____

Project Manager: _____

Date Checked: _____

Submitted to Client on _____ by _____

3



SECTION F | REFERENCES

One of KOA's discriminating factors is our desire to understand the project issues at the proposal level, so that we can provide the most-appropriate personnel and level of effort, and so that surprises are eliminated or minimized during the design process. We have found that this initial effort is appreciated by our Clients and provides them with confidence that all aspects of the design are being considered in the scope of work, including modifications to the RFP and optional tasks that should be considered.

An element of the design of a project that KOA pays special attention to is the preparation of realistic construction estimates, including at the early design stage to determine whether the project is within the construction budget or if adjustments need to be made. In addition to relying on feedback from our construction management personnel, we utilize bid results from projects that KOA has designed, and we collect bid results from Clients that we did not design (Downey, Anaheim, Laguna Beach, Long Beach). Although construction prices have generally been fairly consistent, we have seen some instances recently where unit prices have risen significantly.

All of the projects listed below were designed on-time and within budget. The selection of the correct KOA staff, the use of a senior project manager, and using trusted subconsultants that we have worked with on a regular basis are all important factors in providing **a quality end-product that proceeds on a predictable schedule, is designed within budget and does not have problems during construction.**

PHASE 4 NEIGHBORHOOD STREET REHABILITATION

LA MIRADA, CA | *Project Manager Relevant Experience*

Matt Stepien was the Project Manager for preparing construction documents **for 11 miles of residential roadway improvements**, street resurfacing, and appurtenant infrastructure repairs. He provided all plans, specifications and estimates, as required, for bidding and construction of the proposed improvements. The intent of the project was to renovate the roadway pavement and hardscape leaving the neighborhood with a like new appearance. The initial recommendation was to mill 0.5" of the existing pavement (avoiding impacting the existing macadam), construct 2" of new pavement for much of the roadway, remove 4" of the outside six feet of AC/macadam, and construct 4" of new AC pavement. This approach resulted in significant cost savings for the City relative to the approach they used in previous years.

REFERENCE: Mark Stowell, PE, PW Director/City Engineer; (562) 902-2385, mstowell@cityoflamirada.org, City of La Mirada, 13700 La Mirada Blvd, La Mirada, CA 90638

ON-CALL CIVIL ENGINEERING – VARIOUS ARTERIAL STREETS

LONG BEACH, CA | *Project Manager Relevant Experience*

As part of an On-Call contract with the City of Long Beach, Matt Stepien was the Project Manager for the preparation of plans, specifications and cost estimates for more than **\$15 million in roadway improvements** since 2014. The projects encompass roadway, parking lot improvements, traffic, lighting, and landscape improvements, design of more than 100 ADA-compliant curb and ramps and focused on many of the major roadways within the City. He has consistently provided the City with well-designed projects facilitating smooth construction.

REFERENCE: Onofre Ramirez, PE, Principal Engineer, (562) 570-6183, Onofre.Ramirez@longbeach.gov, City of Long Beach, 411 West Ocean Boulevard, Long Beach, CA 90802

SECTION F | REFERENCES

ON-CALL CIVIL ENGINEERING SERVICES

DOWNNEY, CA | KOA

KOA staff has prepared PS&E for more than \$20 million in improvements under an on-call contract. Projects primarily include roadway widening and rehabilitation projects.

Brookshire Avenue Pavement Rehabilitation – PS&E for the rehabilitation of existing pavement along Brookshire Avenue between Gardendale Street and Imperial Highway and Brookshire Avenue between Firestone Boulevard and Florence Avenue.

Firestone Boulevard Improvements - PS&E for the \$0.8 million rehabilitation of approximately 0.5 miles of Firestone Boulevard from Brookshire Street to Lakewood Boulevard including pavement reconstruction and rehabilitation, reconstruction of curb ramps per current ADA criteria, signing and striping. (2015-16)

REFERENCE: Desi Gutierrez, Principal Engineer, (562) 271-3188, dgutierr@downeyca.org, City of Downey, 11111 Brookshire Ave, Downey, CA 90241



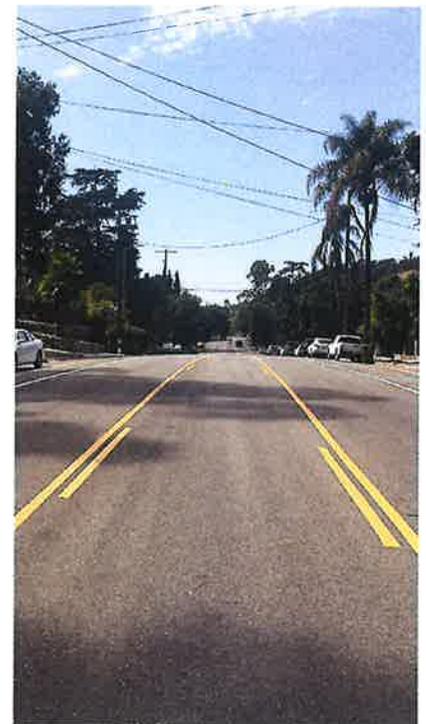
SOUTH PASADENA FY18/19 STREET IMPROVEMENTS

SOUTH PASADENA, CA | KOA

KOA is providing engineering design services for the FY18-19 Street Improvement Project. Typical improvements include, but are not limited to pavement rehabilitation, curb and gutter replacement, sidewalk reconstruction, ADA compliant curb ramps, adjustment of utility manhole/valve covers, and signing and striping. The project is being funded through the Capital Improvement Program Fiscal Year 2019-2023. The project scope of work consists of a preparation of plans, specifications and estimates (PS&E). The project includes pavement rehabilitation and various street improvements along five segments of roadway:

- Segment 1 – Alta Vista Avenue between Oak Crest Avenue and Mountain View Avenue (150 LF)
- Segment 2 – Monterey Road between West City Limit and Arroyo Verde Road (1,000 LF)
- Segment 3 – Monterey Road between Arroyo Verde Road and Pasadena Avenue (1,800 LF)
- Segment 4 – Forest Avenue between Mission Street and Cul-de-Sac (280 LF)
- Segment 5 – Sterling Place between Grand Avenue and Cul-de-Sac (720 LF)

REFERENCE: Kristine Courdy, Deputy Public Works Director, (626) 403-7240, kcourdy@southpasadenaCA.gov, City of South Pasadena, 1414 Mission Street, South Pasadena, CA 91030



SECTION F | REFERENCES

ENGINEERING DESIGN SERVICES FOR FY 16-17 STREET IMPROVEMENT PROJECTS & CONSTRUCTION MANAGEMENT SERVICES

SOUTH PASADENA, CA | [KOA](#)

As part of an on-call contract with the City of South Pasadena, KOA provided engineering design services to complete a PS&E package for street improvements on Garfield Avenue and Grevelia Street. The street improvements along Garfield Avenue included roadway resurfacing, water line replacement, curb and gutter replacement, driveways, water meter and lateral upgrades, curb ramps, signing and striping, and slurry seal. Improvements along Grevelia Street included roadway resurfacing, curb ramps, sidewalk, curb and gutter, driveways, push buttons, signing and striping, and traffic loops. As a sub-consultant to KOA, Twining provided geotechnical pavement evaluation and structural design recommendations. These two street projects were comprised of approximately 3,000 feet of asphalt concrete pavement in mainly residential areas.

REFERENCE: Kristine Courdy, Deputy Public Works Director, (626) 403-7240, kcourdy@southpasadenaCA.gov, City of South Pasadena, 1414 Mission Street, South Pasadena, CA 91030



RANCHO PALOS VERDES ARTERIAL ROADS REHABILITATION PROJECT

RANCHO PALOS VERDES, CA | [KOA](#)

The City of Rancho Palos Verdes rehabilitated existing pavement surfaces on Palos Verdes Drive East and constructed related repairs and improvements within the project area. The City also improved bicycle transit, and constructed curb access ramps in conformance with the Americans with Disabilities Act (ADA) requirements, repaired damaged or missing curb, gutter, sidewalk and driveways. The project included improved equestrian access, additional space for bicycles, various types of asphalt rehabilitation, pavement markers, concrete improvements, various drainage improvements, adjustment of utilities, new roadway and signage improvements. KOA designed and prepared the street improvement, signing and striping, and storm drain plans for this project.

REFERENCE: Ron Dragoo, Senior Engineer, (310) 544-5252, rond@rpvca.gov, City of Rancho Palos Verdes, 30940 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275



SECTION F | REFERENCES

CLAREMONT FOOTHILL BOULEVARD MASTER PLAN PS&E

CLAREMONT, CA | KOA

KOA assisted the City to prepare plans, specifications and estimates (PS&E) to implement the Foothill Boulevard Master Plan in the City of Claremont. The project is contained to a two (2) mile stretch along Foothill Boulevard between Town Avenue and The City Boundary. The initial phases of the project included a comprehensive traffic impact study, geotechnical investigation (including percolation test), and hydrology study. The design team utilized the preliminary data to develop three concept plans including protected intersections, Class IV bikeway integration, bio-retention/infiltration, and drought tolerant landscape. The preferred alternative included roadway improvements, bio-retention planters, 21 drywells, 900-feet of new storm drains, Class II & IV bicycle lanes, intersection bulb-outs, median and parkway landscaping/irrigation, traffic signal modification, sidewalk improvements, street/pedestrian lighting, and entry monuments. KOA led the team of consultants throughout the design, bid, and construction phases. In addition, KOA provided construction management and inspection service.

REFERENCE: Vincent Ramos, Associate Engineer, (909) 399-5395, vramos@ci.claremont.ca.us, City of Claremont, 207 Harvard Avenue, Claremont, CA 91711



SLAUSON AVENUE REHABILITATION

COUNTY OF LOS ANGELES, CA | KOA

KOA was the prime consultant on the rehabilitation of Slauson Avenue for the County of Los Angeles. This project was one of our on-call work orders for LA County Department of Public Works. The purpose of the project was to enhance the physical and aesthetic condition of the public right-of-way to correspond with revitalization investments in the adjacent businesses. The project included sidewalk and curb repairs, pavement patching, grind and overlay of the pavement surface, sidewalk ramp upgrades, traffic signal detection, pedestrian lighting, landscaping, and bio-swale construction. KOA's responsibilities included coordination with multiple divisions at LACDPW and preparation of plans, specifications, and estimates. The estimated construction cost of this 2000 foot-long project is \$1.6 million.

REFERENCE: Christopher Hudson (now with the Design Division), (626) 458-7940, chudson@dpw.lacounty.gov, LA County Department of Public Works Programs Development Division, 900 S. Fremont Avenue, 11th Floor, Alhambra, CA 91803



SECTION F | REFERENCES

CULVER CITY 2019 PAVEMENT REHABILITATION PROJECT

CULVER CITY, CA | KOA

KOA provided engineering services to the City to prepare street improvement plans, signing & striping plans, traffic signal plans and cost estimates. The street improvement plans were prepared to accommodate the pavement rehabilitation and median modifications along Overland Ave between Washington Blvd. and Jefferson Blvd. Improvements also included the design of ADA accessible sidewalks along the SCE substation property at the northeast corner of the Overland Ave/Culver Blvd intersection. KOA provided restoration striping plans along 1) Overland Ave between Washington Blvd and Jefferson Blvd which included the design for a southbound dual left turn at the Overland Ave/Jefferson Blvd intersection and 2) Sepulveda Blvd between Jefferson Blvd and Jefferson Blvd/Playa Street which included the design of eastbound triple left turn lanes at the Sepulveda Blvd/Jefferson Blvd/Playa Street intersection. Traffic signal plans were prepared at eight signalized intersections to accommodate vehicle loop restoration. The intersection of Overland Ave/Palm Court Way/Sony Studio Driveway was designed for a proposed flashing yellow arrow operation.

REFERENCE: Diana Szymanski, Associate Engineer, (310) 253-5623, diana.szymanski@culvercity.org, City of Culver City, 9770 Culver Boulevard, Culver City, CA 90232



CULVER CITY 2016 PAVEMENT REHABILITATION PROJECT

CULVER CITY, CA | KOA

KOA was contracted to provide engineering services to the City of Culver City for the 2016 Pavement Rehabilitation Project. Prior to preparation of the design plans, KOA performed a pavement evaluation along the Jefferson Boulevard and Sepulveda Boulevard corridors. Then the City expanded the scope of work. In all, KOA provided pavement evaluation, design, and cost estimates for **16 project locations throughout the City**. KOA provided rehabilitation recommendations to the City that worked with their overall project budget of \$3 million. KOA prepared restoration signing & striping (7 locations), traffic control (2 locations), and traffic signal as-built (15 locations) plans for the project. KOA also assisted the City in acquiring a Caltrans encroachment permit for two of the project locations.

REFERENCE: Hong Wang, PE, Senior Civil Engineer, (310) 253-5604, hong.wang@culvercity.org, City of Culver City, 9770 Culver Boulevard, Culver City, CA 90232



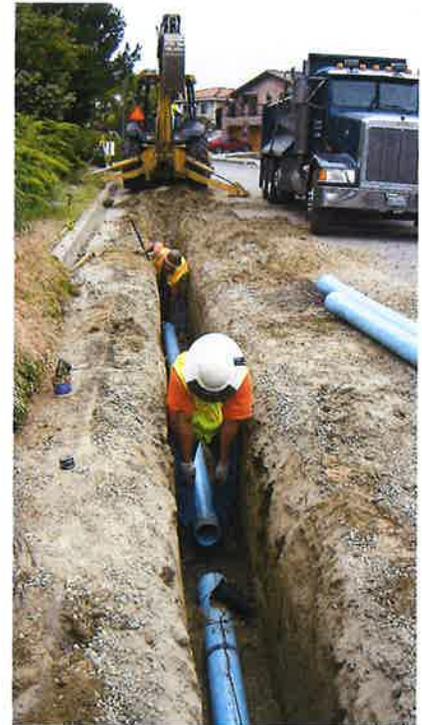
SECTION F | REFERENCES

LA HABRA STREET REHABILITATION & WATER MAIN REPLACEMENT PROJECTS

LA HABRA, CA | KOA

KOA has provided engineering design and project management services for the City of La Habra's annual street rehabilitation and water main replacement projects since 2005. The pavement rehabilitation scope of work includes a complete assessment of pavement condition, geotechnical investigation, analysis of rehabilitation options and cost trade-offs, development of plans, specifications and estimate, and management of the project throughout construction. The water pipeline replacement scope of work includes a complete assessment of pipeline conditions and break history, valve condition, fire flow needs, fire hydrant spacing, pavement strategy, development of plans, specifications and estimate, and management of the project throughout construction. Work included removal and replacement of curb, gutter, sidewalk, and driveways; construction of ADA curb access ramps; replacement of water pipelines, valves, hydrants, and services; full depth asphalt, and asphalt overlay.

REFERENCE: Chris Johansen, Project Engineer, (562) 383-4476, Engineering@lahabraca.gov, City of La Habra, 201 E. La Habra Boulevard, La Habra, CA 90633

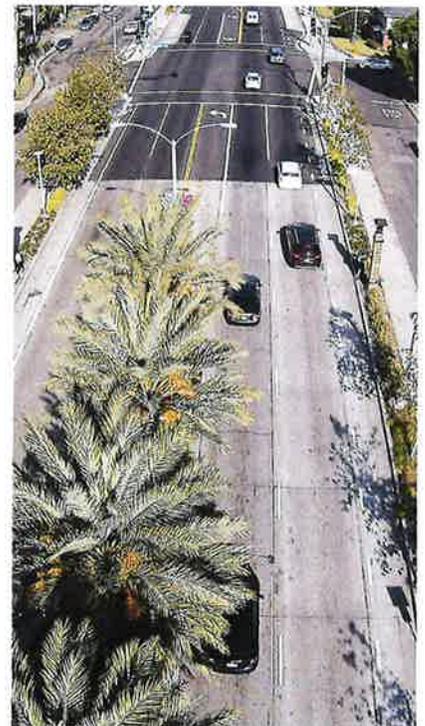


ROSEMEAD BOULEVARD SAFETY ENHANCEMENTS DESIGN/STUDY

TEMPLE CITY, CA | KOA

The City of Temple City decided to enhance the pedestrian safety and beautify Rosemead Boulevard with streetscape elements. KOA produced approximately 2 miles of conceptual geometrical layouts. The plan identified locations for proposed curb lines, bulb-outs, center raised medians and verified the feasibility of providing adequate lane widths, transitions, and on-street parking lanes. KOA also conducted traffic impact and parking analyses for the project. KOA worked with the City to define two project design alternatives, and produced final design plans which included preparation of signing & striping plans, traffic signal modification plans, plans for the installation of Class II bike lanes, and the upgrade of traffic signal equipment to conform to MUTCD and ADA requirements. KOA staff also prepared street lighting and decorative pedestrian lighting plans along the route to enhance pedestrian safety. A unique feature of this project is the separated (buffered) bike lanes, or cycle tracks, situated between the parking lanes and sidewalks. The project had its grand opening on May 10, 2014. It has received several awards.

REFERENCE: Vincent Yu, Temple City Council Member, (626) 285-2171, vinceyu@templecity.us, City of Temple City, 970 Las Tunas Drive, Temple City, CA 91780





SECTION F | REFERENCES

ORANGE GROVE BOULEVARD

PASADENA, CA | *Subconsultant - Huitt-Zollars*

Huitt-Zollars was responsible for field coordination for 4 miles of road rehabilitation topography. This included centerline monument recovery (that established the project centerline) and conventional field survey of all utilities, driveway and 25 foot sections.

REFERENCE: Joe Buckner, Senior Engineer, ARDURRA -3737 Birch Street, Suite 250, Newport Beach, CA 92660, (949) 428-1500, jbuckner@ardurra.com

FIRESTONE BOULEVARD

DOWNEY, CA | *Subconsultant - Huitt-Zollars*

Huitt-Zollars was responsible for field coordination for 2 miles of road rehabilitation topography. This included centerline monument recovery (that established the project centerline) and conventional field survey of all utilities, driveway and 50 foot sections.

REFERENCE: Joe Buckner, Senior Engineer, ARDURRA -3737 Birch Street, Suite 250, Newport Beach, CA 92660, (949) 428-1500, jbuckner@ardurra.com

MOUNTAIN VIEW ROAD

EL MONTE, CA | *Subconsultant - Huitt-Zollars*

Huitt-Zollars was responsible for field coordination of the topographic survey of the intersection rehabilitation project. This included centerline monument recovery (that established the project centerline), 3D Scanning of the intersection and conventional field survey of all utilities, driveway and 25 foot supplemental cross sections.

REFERENCE: Joe Buckner, Senior Engineer, ARDURRA -3737 Birch Street, Suite 250, Newport Beach, CA 92660, (949) 428-1500, jbuckner@ardurra.com

GARDEN GROVE RESIDENTIAL STREET REHABILITATION

GARDEN GROVE, CA | *Subconsultant - Associated Soils Engineering, Inc.*

Pavement Rehabilitation/Reconstruction of Various City Streets varying from local residential streets to collectors and arterials, existing pavement evaluation & recommendations for rehabilitation or replacement, visual evaluation of pavements, coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections with Full Depth Reclamation alternative (FDR). City decided on FDR treatment of streets and ASE personnel provided Quality Control (QC) observation and testing during pulverization, cement application creating the cement treated base (CTB), proof rolling, microcracking, curing, and asphalt concrete (AC) laydown. ASE's laboratory provided prompt results to aid in determination of appropriate CTB gradations and compressive strengths.

REFERENCE: Mark Uphus, Senior Civil Engineer, (714) 741-5191, marku@ggcity.com

EL SEGUNDO BOULEVARD PAVEMENT REHABILITATION

HAWTHORNE, CA | *Subconsultant - Associated Soils Engineering, Inc.*

Pavement Rehabilitation/Reconstruction of El Segundo Boulevard, a major arterial, existing pavement evaluation & recommendations for rehabilitation or replacement, visual evaluation of pavements, coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections with Full Depth Reclamation alternative (FDR). City opted for a "mill and fill" strategy with occasional full depth removals, or "dig-outs." ASE personnel provided Quality Control (QC) observation and testing during cold-milling of existing asphalt concrete (AC), subgrade and aggregate base (AB) compaction testing for dig-outs, and observation and testing for AC laydown. ASE's laboratory provided prompt results for subgrade maximum densities, AB specifications and maximum densities and AC specifications and maximum densities.

REFERENCE: Akbar Farokhi, Senior Civil Engineer, (310) 349-2983, afarokhi@cityofhawthorne.org



SECTION F | REFERENCES

LIST OF RELEVANT PROJECTS COMPLETED WITHIN 5 YEARS

Annual Water Replacement and Residential Street Rehabilitation Project FY 18-19, City of La Habra
 La Habra Boulevard Rehabilitation, City of La Habra
 Cypress Street Rehabilitation, City of La Habra
 Alley Area 4 & 5 Rehabilitation, City of La Habra
 Indaho Street Rehabilitation, City of La Habra
 Residential Street Waterline & Construction Management, City of La Habra

CONSULTING FIRM

KOA Corporation

PROJECT DESCRIPTION & SERVICES PROVIDED

- Engineering, Program Management, Project Management, Design, Construction Management, and Construction Inspection Services - These projects and services have included annual pavement rehabilitation projects, annual water main replacement projects, arterial rehabilitation projects with federal-aid funding, intersection improvements with federal-aid funding, pedestrian facilities (curb, gutter, sidewalk, ADA ramps) with Safe Routes to School funding, alley reconstruction with CDBG funding, plan checking, bid assistance, specifications and estimates, federal-aid reimbursements, traffic signing and striping, park facility ADA improvements, athletic fields, survey staking, and storm drain improvements.

PROJECT OWNER OR AGENCY

City of La Habra

CONTACT PERSON

Cesar Rangel, Principal Engineer, (562) 383-4158, crangel@lahabracra.gov

LIST OF RELEVANT PROJECTS COMPLETED WITHIN 5 YEARS

Alamitos Avenue Rehabilitation, City of Long Beach
 Atlantic Avenue Rehabilitation, City of Long Beach
 Spring Street Rehabilitation, City of Long Beach
 10th Street Rehabilitation, City of Long Beach
 Magnolia Avenue Rehabilitation, City of Long Beach

CONSULTING FIRM

APP (Matt Stepien – KOA PM’s previous work experience/reference)

PROJECT DESCRIPTION & SERVICES PROVIDED

- Preparation of construction documents for roadway and parkway improvements
- Project included traffic, curb bulb-outs, storm drain, ADA and concrete roadway improvements

PROJECT OWNER OR AGENCY

City of Long Beach

CONTACT PERSON

Onofre Ramirez, PE, Principal Engineer, (562) 570-6183, Onofre.Ramirez@longbeach.gov



SECTION F | REFERENCES

LIST OF RELEVANT PROJECTS COMPLETED WITHIN 5 YEARS

2016 and 2019 Pavement Rehabilitation Project, Culver City
HSIP Traffic Signal Upgrade and Left Turn Phasing, Culver City

CONSULTING FIRM

KOA Corporation

PROJECT DESCRIPTION & SERVICES PROVIDED

- Preparation of construction documents for roadway pavement and concrete improvements
- Prepared all plans, specifications and estimates, as required, for bidding and construction of the proposed improvements
- Evaluation of the existing pavement and concrete conditions
- Plans included roadway rehabilitation, the design of a significant number of ADA-compliant ramps at numerous intersections, sidewalk repair to eliminate tripping hazards and traffic signing and striping.
- Other services included traffic engineering, curb extension design, street improvements, parking analysis, traffic signal timing, traffic signal design, traffic calming, bike and pedestrian facility design, traffic studies, and transportation planning.

PROJECT OWNER OR AGENCY

City of Culver City

CONTACT PERSON

Gabriel Garcia, Traffic Engineering Manager, (310) 253-5633, Gabriel.Garcia@culvercity.org or Hong Wang, PE, Senior Civil Engineer, (310) 253-5604, hong.wang@culvercity.org

LIST OF RELEVANT PROJECTS COMPLETED WITHIN 5 YEARS

Phase 4 Neighborhood Street Rehabilitation, City of La Mirada

CONSULTING FIRM

APP (Matt Stepien – KOA PM's previous work experience/reference)

PROJECT DESCRIPTION & SERVICES PROVIDED

- Preparation of construction documents for roadway pavement, street resurfacing, and appurtenant infrastructure repairs
- Prepared all plans, specifications and estimates, as required, for bidding and construction of the proposed improvements

PROJECT OWNER OR AGENCY

City of La Mirada

CONTACT PERSON

Mark Stowell, PE , PW Director/City Engineer, (562) 902-2385, mstowell@cityoflamirada.org



SECTION G | CERTIFICATION OF PROPOSALS

APPENDIX "A"

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated June 11, 2020 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated June 11, 2020.
5. This firm has carefully read and fully understands all of the items contained in Section 9, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for one-hundred twenty (120) days from July 15, 2020.

Name of Firm: KOA Corporation

By: Stephen Bise
Digitally signed by Stephen Bise
 DN: cn=Stephen Bise, o=KOA Corporation, email=Stephen.Bise@koa.com, ou=KOA Corporation, cn=Stephen Bise
 Reason: I attest to the accuracy and integrity of this document
 Date: 2020.07.02 12:24:31-0700
 (Authorized Signature)

Type Name: Stephen Bise, PE

Title: Vice President | Managing Director

Date: 07/02/2020



SECTION AA | COST PROPOSAL

The Cost Proposal has been submitted in a separate sealed package as requested in the RFP - Addendum #1.

LOS ANGELES | CORPORATE OFFICE

1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
(323) 260-4703

ORANGE COUNTY OFFICE

2141 W. Orangewood Avenue
Orange, CA 92868
(714) 573-0317

INLAND EMPIRE OFFICE

3190 Shelby Street, Bldg C
Ontario, CA 91764
(909) 890-9693

SAN DIEGO OFFICE

5095 Murphy Canyon Road, Suite 330
San Diego, CA 92123
(619) 683-2933

COACHELLA VALLEY OFFICE

78-405 Via Caliente
La Quinta, CA 92253
(760) 694-1716

WEST LOS ANGELES OFFICE

300 Corporate Pointe, Suite 470
Culver City, CA 90230
(310) 473-6508



SECTION AA | COST PROPOSAL



FEE PROPOSAL									
City of Placentia FY 2020-21 Arterial Roadway Rehabilitation and Slurry Seal Project									
TASKS	PIC QA/QC \$215	Project Manager \$215	Project Engineer \$150	Associate Engineer \$105	Admin. Assist. \$85	Survey Hultt Zollars	Geotechnical Assoc Soils	Water Quality DSC Eng	TOTAL COST
Task 1 - Preliminary Engineering									
1. Kickoff and Status Meetings		8	8	4					\$3,340
2. Research and Review			4	8					\$1,440
3. Environmental									\$0
Task 2 - Preliminary Survey									
1. Field Reviews		8	24	24					\$7,840
2. Ground Survey			4	4		\$4,840			\$5,860
Task 3 - Preliminary Design									
1. Create Base Mapping		4	16	48					\$8,300
2. Develop Street Rehabilitation Strategies / Geotech		4	8				\$34,788		\$36,848
3. Prepare 11x17 Slurry Maps		2	6	12					\$2,590
4. Update Yellow and Red Timing at 12 Intersections		1	4	24					\$3,335
5. Street Rehab Plans	8	48	120	240					\$55,240
6. Signing and Striping Plans	4	2	24	160					\$21,690
7. Preliminary Traffic Control Plans	1	4	8	24					\$4,795
8. Cost Estimate		3	6	24					\$4,065
9. Specifications		4	8		4				\$2,400
10. Utility Coordination		2	8	12	4				\$3,230
Task 4 - Final Design									
1. Finalize Plans	8	26	88	220					\$43,610
2. Finalize Cost Estimate	2	2	4	8					\$2,300
3. Finalize Specifications	2	2	4		2				\$1,630
4. Bid Support		2	6						\$1,330
5. Construction Support		8	12	12					\$4,780
Utility Meetings									
1. Meetings		4	4		4				\$1,800
2. Pothole Surveying			2			\$2,420			\$2,720
Water Quality									
1. SWPPP Support			2					\$1,683	\$1,983
2. BMPs			2					\$1,683	\$1,983
TOTAL HOURS (PRIME) & TOTAL COST (SUBS)	25	134	372	824	14	7,260	34,788	3,366	\$223,109
ODC			\$1,200						\$1,200
TOTAL COST	\$5,375	\$28,810	\$55,800	\$86,520	\$1,190	\$7,260	\$34,788	\$3,366	\$224,309

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: SEPTEMBER 15, 2020

SUBJECT: **AGREEMENT WITH THE OFFICE OF TRAFFIC SAFETY TO ACCEPT A PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT TO SUPPORT COMMUNITY AWARENESS AND EDUCATION**

FISCAL EXPENSE: \$25,000 MISCELLANEOUS GRANTS FUND
IMPACT: REVENUE: \$25,000 MISCELLANEOUS GRANTS FUND

SUMMARY:

The Office of Traffic Safety (OTS) funds programs that promote safe behaviors and the use of roadways when walking or biking. Programs target all age groups to raise awareness of traffic rules, rights, and responsibilities whether you are driving, on foot, or on bikes. Specifically, programs are designed for high-risk populations, including youth and older community members, to teach safer driving, bicycling, and walking behaviors and to encourage active healthy lifestyles. Activities for youth include bicycle trainings and walking courses to build skills that make children comfortable getting to and from school.

In spring of 2020, the OTS released the opportunity for public agencies to apply for grant funding to provide community awareness and education in the area of pedestrian and bicycle safety. Understanding the importance of safety programs in this area, the City of Placentia (City) applied to fund a Pedestrian and Bicycle Safety Program aimed at providing community awareness and education. Pedestrian and bicycle safety remain an important traffic safety issue in an ever-changing transportation landscape that accommodates all types of road users.

Per OTS data, the rate of Orange County bicycle and pedestrian fatalities compared to all traffic fatalities is higher than statewide averages and are double the national average of eighteen percent (18%). The 2017 OTS rankings showed that Orange County was ranked 13 of 58 counties in California for traffic injuries and fatalities, and the City ranked in the worst quartile for pedestrian youth crashes and bicyclist youth crashes.

In summer 2020, the City was notified that its grant application had been selected by OTS to support the City's proposed Pedestrian and Bicycle Safety Program in the amount of \$25,000. With support from OTS, the grant program will conduct best practice strategies with an effort to reduce the number of persons killed and injured in crashes involving pedestrian and bicyclists.

1. j.
September 15, 2020

This action will approve an agreement with OTS to accept a \$25,000 Restricted Project Grant focusing on a pedestrian and bicycle safety program to support community awareness and education.

RECOMMENDATION:

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

1. Approve a Restricted Project Grant Agreement with the Office of Traffic Safety to accept a \$25,000 Pedestrian and Bicycle Safety Program to support community awareness and education; 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:

According to data provided through the OTS, Orange County bicycle and pedestrian fatalities accounted for thirty-eight percent (38%) of all traffic fatalities from 2012-2016, and a total of 348 people lost their lives while walking or bicycling. The rate of Orange County bicycle and pedestrian fatalities compared to all traffic fatalities is higher than statewide averages and double the national average of eighteen percent (18%). The 2017, OTS rankings showed that Orange County was ranked 13 of 58 counties in California for traffic injuries and fatalities, and the City ranked in the worst quartile for pedestrian youth crashes and bicyclist youth crashes.

The City has 14 schools within a 6-square mile geography and experiences high levels of pass-through vehicular traffic from the surrounding communities of Yorba Linda, Brea, Fullerton, and Anaheim. The conflict between motorist traffic and youth traveling to schools by walking and biking creates greater potential for severe crashes in the area. The built-out transportation network limits the City's ability to provide major infrastructure changes rapidly. The data provided by OTS, illustrates the importance of providing community engagement aimed to better educate families, youth, adults, and seniors of best practices to remain safe on the road while walking and biking.

Additionally, State-designated Disadvantaged Communities (DACs) exist within the southwest portion of the City at the convergence of two (2) major freeways: State Route 57 (SR-57), which serves 300,000 vehicles and trucks daily, and State Route 91 (SR-91), which serves 235,000 vehicles and trucks daily. Review of the State Office of Environmental Health and Hazard Assessment CalEnviroScreen 3.0 shows high health disparities and transportation inequities for

the DACs within the City. DACs suffer disproportionately from pedestrian and bicycle collisions. Using statewide crash data, the Orange County Transportation Authority (OCTA) has determined that twenty-five percent (25%) of bike fatalities occur during the hours of 6:00 p.m. to 10:00 p.m.

As shown by the City's General Plan, Placentia residents could benefit from improved active transportation travel choices to minimize health disparities and provide best practices aimed to stay safe while traveling on the roads. Consistent with the City's Mission Statement, the City seeks to provide "a safe family atmosphere, superior public services and policies that promote the highest standards of community life."

In this effort and with support from OTS, the City plans to work with a consultant to manage the implementation of the Pedestrian and Bicycle Safety Program. The consultant will be selected at a later date, and the selection process will be based on the City's purchasing policy. A Professional Services Agreement will be prepared when the consultant is selected. Marketing campaigns will be prepared to deliver safe travel behavior guidance, and education and safety awareness. The grant period is identified as October 1, 2020 through September 30, 2021 and aims to accomplish the following objectives:

- Participate in traffic safety fairs and/or community events.
- Work closely with community-based organizations at both the neighborhood and community level.
- Participate in the following campaigns: National Walk to School Day (tentative based on COVID-19 guidelines), National Bicycle Safety Month, and California's Pedestrian Safety Month.
- Conduct pedestrian and/or bicycle safety classroom presentations in person or virtually based on COVID-19 guidelines.
- Conduct pedestrian and/or bicycle safety community group presentations in person or virtually based on COVID-19 guidelines.
- Purchase and distribute pedestrian safety equipment to children.
- Conduct Walking School Buses at schools (tentative based on COVID-19 guidelines).
- Collaborate with health care providers and/or senior citizen centers to promote pedestrian safety.
- Purchase and distribute and properly fit bicycle helmets at bicycle rodeos, workshops, and community events.
- Conduct pre and post grant activities bicycle helmet usage surveys.
- Collaborate with law enforcement agencies to increase knowledge and awareness of pedestrian and bicycle safety.

Due to the COVID-19 pandemic, OTS and the City agree that some objectives may need to be revised as the grant period progresses due to State and County guidelines. The City will work closely with OTS to ensure these objectives are revised as deemed appropriate.

FISCAL IMPACT:

The agreement with OTS will provide \$25,000 in grant funding to provide the Pedestrian and Bicycle Safety Program. The City plans to work with a consultant who specializes in this area (to be selected at a later date) to implement the educational portion of the grant objectives. The Community Services Department will assist with community engagement and will work collaboratively with the consultant.

Currently, the grant is not budgeted, as the City was notified of the award after the adoption of the FY 2020-21 budget. The budget resolution will create the budget for this grant. The grant term will encompass expenditures from October 1, 2020 through September 30, 2021. The funding will include grant expenditures of \$23,500 towards consultant services aimed at providing pedestrian and bicycle safety community education and \$1,500 for the purchase of bicycle helmets and pedestrian safety equipment. The City will oversee the purchase of the pedestrian and bicycle safety items to be distributed in the amount of \$1,500.

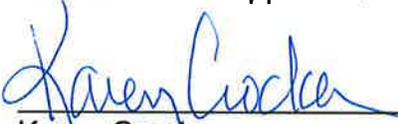
The grant does not require any matching funds from the City. No General Fund dollars will be used on these projects.

Prepared by:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Karen Crocker
Director of Community Services

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Restricted Project Grant Agreement with the Office of Traffic Safety
2. Resolution R-2020-XX – Budget Amendment OTS Grant

1. GRANT TITLE Pedestrian and Bicycle Safety Program	
2. NAME OF AGENCY Placentia	3. Grant Period From: 10/01/2020 To: 09/30/2021
4. AGENCY UNIT TO ADMINISTER GRANT Placentia Public Works Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including underserved communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Vision Zero campaigns, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$25,000.00	
<p>7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR NAME: Veronica Ortiz TITLE: Community Services Supervisor EMAIL: vortiz@placentia.org PHONE: (714) 993-8222 ADDRESS: 401 E Chapman Ave Placentia, CA 92870</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>	<p>B. AUTHORIZING OFFICIAL NAME: Luis Estevez TITLE: Acting Deputy City Administrator EMAIL: lestevez@placentia.org PHONE: (714) 993-8148 ADDRESS: 401 E Chapman Ave Placentia, CA 92870</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>
<p>C. FISCAL OFFICIAL NAME: Jessica Brown TITLE: Finance Director EMAIL: jbrown@placentia.org PHONE: (714) 993-8229 ADDRESS: 401 E Chapman Ave Placentia, CA 92870</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS INFORMATION DUNS #: 040504417 REGISTERED ADDRESS: 401 E Chapman Ave CITY: Placentia ZIP+4: 92870-6101
--	--

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$25,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$25,000.00
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				\$25,000.00		

1. PROBLEM STATEMENT

According to the California Statewide Integrated Traffic Records System (SWITRS) data funded by the California Office of Traffic Safety (OTS), Orange County bicycle and pedestrian fatalities accounted for 38% of all traffic fatalities from 2012 to 2016, and a total of 348 people lost their lives while walking or bicycling. The rate of Orange County bicycle and pedestrian fatalities compared to all traffic fatalities are higher than statewide averages and are double the national average of 18%. The 2017 OTS rankings showed that Orange County was ranked 13 of 58 counties in California for traffic injuries and fatalities, and the City of Placentia ranked in the worst quartile for pedestrian youth crashes and bicyclist youth crashes.

The City of Placentia has 14 schools within a 6-square mile geography and experiences high levels of pass-through vehicular traffic from surrounding communities of Yorba Linda, Brea, Fullerton, and Anaheim. The conflict between motorist traffic and youth traveling to schools by walking and biking creates a greater potential for severe crashes. The built out transportation network limits the ability of the City to provide major infrastructure changes rapidly. The constraints to the circulation system illustrate the pressure to provide an improved network for people walking and biking for daily transportation needs.

Safety concerns by parents lead to increased driving to local schools, further aggravating traffic congestion surrounding schools leading to even less active transportation travel by students. Air quality conditions in southern California are poor and obesity and chronic disease rates for many communities within Orange County remain high, which calls for the need for expanding transportation choices that reduce dependence upon automobiles for travel.

State-designated Disadvantaged Communities (DACs) exist with the southwest portion of the City Placentia at the convergence of two major freeways; State Route 57 (SR-57), which serves 300,000 vehicles and trucks daily, and State Route 91 (SR-91), which serves 235,000 vehicles and trucks daily. Review of the State Office of Environmental Health Hazard Assessment CalEnviroScreen 3.0 tool and the Public Health Alliance of South California published Healthy Places Index both show high health disparities and transportation inequities for the DACs within the City of Placentia.

For example the two City of Placentia DACs are also within the 70th to 75th percentile for Particulate Matter (PM_{2.5}) concentration in California. High concentrations of PM_{2.5} can negatively impact individuals with pre-existing respiratory and/or cardiovascular disease, the elderly, and children.

In addition, disadvantaged communities suffer disproportionately from bicycle and pedestrian collisions. Using statewide crash data, OCTA has determined that 25-percent of bike fatalities occur during just four (4) hours between 6 p.m. and 10 p.m. at night.

Health and socioeconomic data published in the 2018 Orange County Community Indicators report indicate a strong population of disadvantaged residents with varying language skills and backgrounds.

- Economically disadvantaged 5th graders are three times more likely to be obese than others.
- 54-percent of the 3,220,451 Orange County population identifies as Latino or Asian. This number is expected to increase to 58-percent by the year 2040.
- 30-percent of Orange County residents are foreign born.
- 46-percent of all Orange County residents over age five speak a language other than English at home.
- 33.3-percent of Orange County children are obese or at risk for obesity.
- Rates of chronic diseases such as diabetes are on the rise for Orange County residents.
- Chronic diseases contribute to approximately 60% of deaths in Orange County each year.
- Nationwide, the Center for Disease Control and Prevention reports that chronic diseases account for about 86% of health-related costs.
- 11.5-percent of Orange County residents live in poverty according to the US Census Bureau (2017).

As noted in the City of Placentia General Plan Health, Wellness & Environmental Justice Element:

- Roadways, highways, railways, and heavy industrial/processing facilities produce high levels of diesel particulate matter (DPM), a toxic air contaminant (TAC). Diesel engines emit a complex mixture of air pollutants, including both gaseous and solid material, which disproportionately affect disadvantaged communities living in close proximity to freeways.
- According to the Multiple Air Toxics Exposure Study IV (MATES IV) study, the northern portion of the City has an air toxic cancer risk of 500 to 800 per million, and the southern portion of the City, including Old Town Placentia and the La Jolla neighborhood, has an air toxic cancer risk of 800 to 1,000 per million; the average risk in Orange County is 315 per million. The regional air quality district has established an incidence rate of 10 persons per million as the maximum acceptable incremental cancer risk due to DPM exposure for new development projects. As noted in MATES IV, the areas of higher risk include those near the ports, Central Los Angeles, and along transportation corridors such as SR-57 and SR-91, both of which border the La Jolla neighborhood.
- In addition, according to the U.S. Environmental Protection Agency (EPA) Environmental Justice Screening and Mapping Tool (EJSCREEN), Placentia is within the 64th and 67th percentile for California DPM and air toxic cancer risk, and the 70th to 80th percentile for DPM and air toxic cancer risk in the United States.

As shown by the County health indicators and City General Plan, City of Placentia residents could benefit from improved active transportation travel choices to minimize health disparities.

Regarding knowledge and education, the California Department of Motor Vehicles Handbook states: "Bicycle riders on public roads have the same rights and responsibilities as motorists, and are subject to the same rules and regulations." The public understanding of safe bicycle riding behavior is complicated by a limited infrastructure system where people prefer riding on the sidewalk instead of directly adjacent moving vehicles on the street. Additionally, pedestrian injuries and fatalities far outnumber injuries and fatalities to bicyclists. Education to youth within the City of Placentia can proactively minimize exposure for youth served, benefiting them in the near-term and long-term as they age into adults.

A lack of engagement specific to these issues has occurred directly to City of Placentia schools. Consistent with the City Mission Statement, the City seeks to provide "a safe family atmosphere, superior public services and policies that promote the highest standards of community life."

Marketing campaigns have been prepared to deliver safe travel behavior guidance. Prior efforts to provide direct education to the public have been limited to marketing campaigns, and do not provide the skills and discussion of roles and responsibilities for people biking within Orange County. Grants and other funding sources do not typically allow for educational efforts and distribution of materials such as bike lights and helmets. The OTS funding can serve a gap in funding that can directly benefit youth throughout the City of Placentia.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to

Target Number

1

your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	
2. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	4
3. Work closely with community-based organizations at both the neighborhood and community level with an effort to reach individuals.	1
4. Participate in the following campaigns, National Walk to School Day, National Bicycle Safety Month and California's Pedestrian Safety Month.	3
5. Conduct pedestrian and/or bicycle safety presentations at community groups with an effort to reach individuals.	4
6. Conduct pedestrian and/or bicycle safety classroom presentations with an effort to reach students.	4
7. Distribute pedestrian safety equipment to children that may include reflective armbands and/or zipper pulls.	1
8. Conduct Walking School Busses at schools with an effort to reach students.	2
9. Collaborate with health care providers and/or senior citizen centers to promote pedestrian safety.	1
10. Conduct pre and post-grant activities bicycle helmet usage surveys during the months of October (start of the grant) and September (end of the grant). A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate.	1
11. Distribute and properly fit bicycle helmets at bicycle rodeos, workshops, and community events.	100
12. Collaborate with law enforcement agencies to increase knowledge and awareness of pedestrian and bicycle safety.	1
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation (1st Quarter of Grant Year)</u>	
<ul style="list-style-type: none"> • Execute professional services contact for consultant efforts. • Set up accounting system for project expense and reporting responsibilities for Quarterly Progress Reports. • Prepare marketing and communication strategy for use by City. • Host kick-off meeting with lead consultant. • Purchase safety equipment. • Establish dates for education and encouragement events with local schools. • Develop operational plans to implement the “best practice” strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. 	
<u>Media Requirements</u>	
<ul style="list-style-type: none"> • Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release. 	
B. <u>Phase 2 – Program Operations (Throughout Grant Year)</u>	
<ul style="list-style-type: none"> • Organize and facilitate Walk to School Day events. • Coordinate with schools and Placentia Police Departments during all project activities. • Present status to the Placentia Streetscape and Transportation Advisory Commission (meets every other month) 	
<u>Media Requirements</u>	
<ul style="list-style-type: none"> • Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS 	

Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.

- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

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

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PS-21	20.600	State and Community Highway Safety	\$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
Bicycle and Pedestrian Safety Education-\$23,500	402PS-21	\$23,500.00	1	\$23,500.00
Category Sub-Total				\$23,500.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
Bicycle Helmets	402PS-21	\$10.00	100	\$1,000.00
Pedestrian Safety Equipment	402PS-21	\$500.00	1	\$500.00
Category Sub-Total				\$1,500.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$25,000.00

BUDGET NARRATIVE	
PERSONNEL COSTS	-
TRAVEL EXPENSES	-
CONTRACTUAL SERVICES	Bicycle and Pedestrian Safety Education- \$23,500 - Bike and Pedestrian Safety Education efforts to be performed throughout the city.
EQUIPMENT	-
OTHER DIRECT COSTS	Bicycle Helmets - Helmets to be distributed during bicycle rodeos and other bicycle safety related events. Pedestrian Safety Equipment - Such as reflective armbands, tape and/or zipper pulls to distribute at training and safety events to increase safety and visibility. Additional items may be purchased if approved by OTS.
INDIRECT COSTS	-
STATEMENTS/DISCLAIMERS	<p>There will be no program income generated from this grant.</p> <p>The California Office of Traffic Safety (OTS) recognizes the need for flexibility in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of activities in the FFY 2021 grant-funded projects. If there are COVID-19 impacts, the grantee must contact the OTS Coordinator immediately to discuss the impacts on the grant-funded project. If it is determined an alternate work plan is needed, the alternate work plan must substantially meet the goals and objectives of this grant and is subject to OTS approval. If an alternative work plan is not submitted, or submitted and not approved, no further claims will be paid on the grant and the grant may be subject to cancellation.</p>

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

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

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

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 49 CFR Part 18- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)**

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director, Fiscal Official or Authorizing Official must sign and return it with the Grant Agreement.

Grant Details	
Grant Number:	PS21043
Agency Name:	Placentia Public Works Department
Grant Title:	Pedestrian and Bicycle Safety Program
Agreement Total:	\$25,000.00
Authorizing Official:	Luis Estevez
Fiscal Official:	Jessica Brown
Grant Director:	Veronica Ortiz

Current GEMS User(s)

1. Paul Martin

Title: Transportation Manager
Phone: (714) 993-8121
Email: pmartin@placentia.org

Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
GEMS User 2 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
Form completed by:	Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.		
Signature	Name	
Date	Title	

RESOLUTION NO. R-2020-56

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
Pedestrian and Bicycle Safety Program Grant	Professional Services	Public Works	503590-6099	\$23,500	Revenue
Pedestrian and Bicycle Safety Program Grant	Special Department Supplies	Public Works	503590-6301	\$1,500	Revenue
Pedestrian and Bicycle Safety Program Grant	Professional Services	Public Works	503590-6099	\$23,500	Expense
Pedestrian and Bicycle Safety Program Grant	Special Department Supplies	Public Works	503590-6301	\$1,500	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 15th DAY OF SEPTEMBER 2020.

Ward Smith, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert 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 15th day of September 2020 by the following vote:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: SEPTEMBER 15, 2020

SUBJECT: **PURCHASE OF TRAFFIC SIGNAL OPERATIONS SERVER**

FISCAL

IMPACT: EXPENSE: \$ 31,610.00 SERVER PURCHASE AND INSTALLATION
BUDGETED: \$ 86,247.50 FY 2020-21 CIP BUDGET (CARRYFORWARD FUNDS
FROM PROJECT NO. 192809-6840)

SUMMARY:

In 2017, the City Council approved a cooperative agreement with the Cities of Fullerton and Buena Park for the Malvern/Chapman Traffic Signal Synchronization Project. The project is funded by a grant from the Orange County Transit Authority (OCTA) who are covering 80% of the total project cost. During the course of delivering this project, it was determined the City would need to upgrade its existing traffic signal server in order to run an updated version of its traffic signal software. OCTA has approved the change in project scope and the City is authorized to purchase the server the cost of which will be reimbursed via the grant program.

RECOMMENDATION:

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

1. Approve the purchase and installation of a new traffic signal operations server with Econolite Systems Inc., in an amount not to exceed \$31,610; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents for the purchase, in a form approved by the City Attorney.

DISCUSSION:

On March 21, 2017, the City Council approved a Cooperative Agreement between the Cities of Placentia, Fullerton and Buena Park for the Malvern/Chapman Avenue Traffic Signal Synchronization Project. The City of Fullerton is the lead agency on this project which has constructed a series of traffic signal improvements, updated traffic signal equipment, traffic signal operations software and hardware improvements for improved signal coordination, and new fiber optic cable to provide CCTV video footage at various intersections along Placentia's portion of

1. k.
September 15, 2020

the project corridor. This is a grant-funded project through OCTA who are covering 80% of the total project cost. Placentia's matching cost share for this project amounts to \$81,756, and a total of \$90,000 in AQMD Funds were budgeted in the FY 2016-17 Capital Improvement Program Budget for this purpose which has been carried forward over the past several years. Construction on this project has been completed and it is now in the two-year system communication and maintenance period.

Part of the City's original scope of work included upgrading the existing Centrac's traffic signal operations software to version 2.0 in order to optimize signal synchronization and communication. However, it was learned during the installation process that the City's existing Centrac's traffic signal operations server needs to be replaced in order to utilize the upgraded software. The existing traffic server is nearly 10 years old and insufficient to operate the updated signal software. Centrac's is a proprietary software owned by Econolite that the City uses to operate its traffic signal system and Econolite is the vendor providing all the software and hardware upgrades as part of this multi-agency synchronization project. The proposed server constructed by Econolite will be based on the specific hardware requirements needed to operate its software.

OCTA has approved a scope of work change under this grant program for the City to purchase an updated traffic server so that it can upgrade its signal operations software. As such, this purchase will be covered by the allocated grant funds and the City will deduct the server purchase from the \$81,756 matching amount due under the cooperative agreement. Since the scope change was approved after the project began OCTA requires the City to purchase the server directly and be reimbursed through a corresponding reduction in the amount of the matching funds owed by Placentia. Typically, the lead agency will invoice the participating Cities for their matching project funding contributions at the conclusion of the project maintenance period.

FISCAL IMPACT:

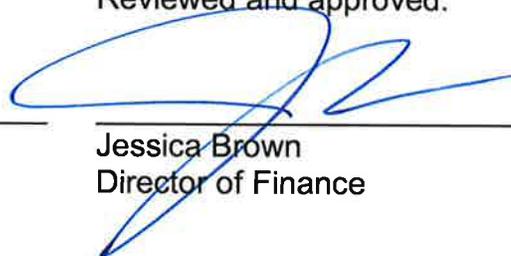
A total of \$86,247.50 in AQMD Funding is included in the 2019-20 Carry Forward Budget agenda item also before the Council for consideration in tonight's agenda. Said funding will be allocated in the 2020-21 CIP budget for the City's funding match for this multi-agency project. As such, sufficient funds exist for the recommended actions.

Prepared by:



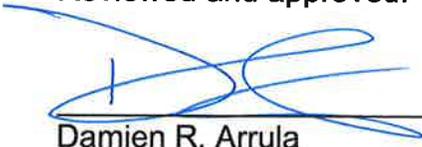
Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Quote from Econolite Systems



Econolite Systems Quote

City of Placentia, California

Placentia Centracs Server Upgrade

August 25, 2020

Econolite Systems, Inc. is pleased to offer you the following quotes at the prices and terms set forth in this letter and subject to agreement on terms in any resultant contract/agreement.

Placentia, California

Centracs Server Upgrade
Quote

ITEM #	Item Description	Unit	Qty	Unit Price	Total
1	DATABASE SERVER	EA	1	\$15,560	\$15,560
<p>Included: Econolite Systems quote includes pricing to supply the following items.</p> <ul style="list-style-type: none"> • Furnish Database Server with the following minimum specifications: <ul style="list-style-type: none"> ○ Dual processors, Intel Xeon Gold 5118 2.3G or equivalent ○ Memory: (2) 32GB RDIMM, 2666MT/s, Dual Rank ○ RAID Configuration: C4, RAID 5 for 3 or more HDDs or SSDs (matching type/speed/capacity) ○ Raid Controller: 2GB NV Cache Low Profile Card ○ Hard Drives: (6) 480GB SSD SATA Read Intensive 6Gbps 512 ○ Network: Two 10/100/1000 network interface cards ○ Optical Drive: Internal DVD+\-RW ○ Microsoft Windows 2016 Standard with 5 CALs ○ Microsoft SQL Server 2016 Standard, Retail, 10 CALs 					
2	CORE SERVER	EA	1	\$9,340	\$9,340
<p>Included: Econolite Systems' quote includes pricing to supply the following items.</p> <ul style="list-style-type: none"> • Furnish Core Server with the following minimum specifications: <ul style="list-style-type: none"> ○ Dual processors, Intel Xeon Gold 5112 3.6G or equivalent ○ Memory: (2) 16GB RDIMM, 2666MT/s, Dual Rank ○ RAID Configuration: C3, RAID 1 for 2 or more HDDs or SSDs (matching type/speed/capacity) ○ Hard Drives: (2) 600GB 10K RPM SAS 12Gbps 512 ○ Network: Two 10/100/1000 network interface cards ○ Optical Drive: Internal DVD+\-RW ○ Microsoft Windows 2016 Standard with 5 CALs 					
3	INSTALLATION SERVICES	EA	1	\$6,710	\$6,710
<p>Included: Econolite Systems' quote includes factory setup and testing, two-days of on-site installation, and transfer of data and configuration settings from the old server equipment.</p>					
TOTAL PRICE					\$31,610

General Terms & Conditions

1. Equipment prices include shipping and applicable taxes.
2. Price quotation is valid for 60-days.

Quote Date: August 25, 2020

Quoted by: Marc Porter
Vice President

mporter@econolite.com

Contact: (310) 418-1663



Signature



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: SEPTEMBER 15, 2020
SUBJECT: **AMEND THE 2020-21 BUDGET FOR THE 2019-20 CARRY FORWARD BUDGET FOR THE CITY AND SUCCESSOR AGENCY**

FISCAL
IMPACT:

INCREASE APPROPRIATIONS (GENERAL FUND)	\$ 253,822
INCREASE APPROPRIATIONS (SPECIAL REVENUE FUND)	\$ 71,328
INCREASE APPROPRIATIONS (ENTERPRISE FUND)	\$ 23,270
INCREASE APPROPRIATIONS (CAPITAL IMPROVEMENT)	\$4,715,067

SUMMARY:

The City's budget is an important policy document, serving as the annual financial plan that identifies the spending priorities for the organization. The budget is used to balance available resources with community needs, as determined by the City Council. The City's fiscal priorities include keeping the City safe, clean, and well maintained, in addition to protecting the quality of life and property values. The budget also serves as a tool for communicating the City's financial strategies and for ensuring accountability.

As part of the annual budget process, at the beginning of the new fiscal year, Departments review prior year budget to determine if carry forward budget allocations are required in the new fiscal year. Typically, the prior year budget that is requested to be carried forward to the new fiscal year is related to capital projects, grant programs or activities, and other contractual obligations that have not yet occurred, are in progress, or may span multiple years. The Finance Department is currently in the process of closing out fiscal year 2019-20 and preparing for the City's annual audit. During this process, each Department analyzed their departmental funds for accuracy and completeness and submitted their requests for the carry forward of 2019-20 budget to 2020-21.

Per Section 1206 of the City's charter, City Council may amend or supplement the budget by motion as to authorize the transfer of unused balances appropriated for one purpose to another purpose.

RECOMMENDATION:

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

**1. I.
September 15, 2020**

Adopt Resolution No. R-2020-XX, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2019-20 in compliance with City Charter of the City of Placentia Section 1206 Pertaining to appropriations for actual expenditures.

DISCUSSION:

The 2019-20 budget carry forward process resulted in requests of general fund, special revenue, enterprise revenue, and capital funds including an increase in expenditures and use of fund balance of \$5.1 million.

Fund Type	Amount
Capital Improvement Program	4,715,067
Enterprise Fund	23,270
General Fund	253,822
Special Revenue Fund	71,328
Total	5,063,487

General Fund Detail

The General Fund 2019-20 budget carry forward requests include an increase in expenditures and use of fund balance of \$253,822. These budget carry forward requests are for non-capital improvement project requests.

Department	Amount
Administration	51,890
Community Services	6,998
Development Services	4,322
Finance	3,785
Fire & Life Safety	164,738
General Government	15,814
Public Works	6,275
Total General Fund	253,822

Notable requests include the following:

- Fire & Life Safety Department – budget carry forward request of \$164,738 for expenses related to the initial establishment of the department for which not all purchases were completed by June 30, 2020.
- Administration – budget carry forward request of \$51,890 for expenses related to the initial establishment of the Fire & Life Safety Department for which not all purchases were completed by June 30, 2020 and the purchase of ESRI ArcGIS Enterprise.

Special Revenue Fund Detail

The Special Revenue Funds 2019-20 budget carry forward requests included an increase in expenditures and use of fund balance of \$71,328. These budget carry forward requests are for non-capital improvement project requests.

Special Revenue Fund	Amount
Air Quality Management	5,045
Asset Seizure	27,201
Housing & Community Development	2,782
PEG	3,886
Measure M	20,177
Successor Agency	12,237
Total Special Revenue Fund	71,328

Notable requests include the following:

- Asset Seizure/Field Services – budget carry forward request of \$27,201 for SWAT safety gear.
- Measure M – budget carry forward request of \$20,177 due to Metrolink plan check and design services for FY19-20 Arterial Roadway Rehabilitation project.

Enterprise Fund Detail

The Enterprise Fund 2019-20 budget carry forward requests include an increase in expenditures and use of fund balance of \$23,270 for the Sewer Maintenance Fund due to Emergency Sanitary Sewer Repairs.

Capital Improvement Program Detail

The Capital Improvement Program (CIP) 2019-20 budget carry forward requests include an increase in expenditures and use of fund balance of \$4.7 million due to projects that were not completed by June 30, 2020 and were not included in the 2020-21 adopted budget. The funding for the budget carry forward requests include the General Fund and Special Revenue Funds and are not included in the detail for each above. The attached report provides a detailed list of the 30 capital improvement projects for which budget carry forward requests are being made. The top five notable requests, which make up 63% of the total, include:

Top 5 Capital Improvement Projects	Amount
Highway Safety Improvement Program Traffic Signals	1,191,153
Metro Station/Parking-JL 61019	519,397
Placentia Regional Navigation Center	461,737
2019-20 Res Slurry Seal	429,588
Bicycle Corridor Improvement	350,000
Total	2,951,875

The table below summarizes the requests at the fund level:

Fund	Amount
Air Quality Management (0019)	123,248
City Capital Projects (0033)	1,330,468
City Quimby In Lieu Fee (0069)	350,000
City Traffic Impct Fees (0065)	8,000
Community Development Block Grant Fund (0030)	220,400
Equipment Replacement (0041)	199,291
General Fund (0010)	151,780
General Plan Update Fees (0074)	7,524
Housing Successor Agency (0053)	87,800
Measure M (0018)	232,543
Measure U Fund (0079)	579,826
Placentia Regional Navigation Center (0078)	461,737
Public Safety Community Facility District (0055)	30,000
Sewer Maintenance (0048)	483,687
State Gas Tax - RMRA (0060)	325,477
State Gas Tax (0017)	3,993
Storm Drain Construction (0025)	20,000
Thoroughfare Constction (0026)	8,200
Transit-Oriented District Sewer Impact Fees (0071)	(8,907)
Transit-Oriented District Traffic Impact Fees (0070)	100,000
Total Capital Improvement Program	4,715,067

FISCAL IMPACT:

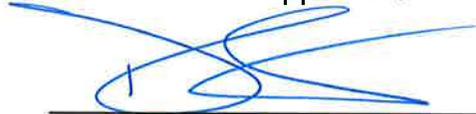
Approval of this item will amend the 2020-21 adopted budget to include unspent appropriations from 2019-20 budget to include carry forward of \$348,420 for Departments to pay for commitments entered into during 2019-20 that will be paid in 2020-21 and carry forward incomplete Capital Projects from 2019-20 to 2020-21 totaling \$4,715,067 to be completed in 2020-21.

Prepared by:



Jessica Brown
 Director of Finance

Reviewed and approved:



Damien R. Arrula
 City Administrator

Attachments:

1. Resolution R-2020-XX - Budget Amendment Resolution
2. 2019-20 Carry Forward Detail

RESOLUTION NO. R-2020-57

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET
AMENDMENT IN FISCAL YEAR 2019-20 IN COMPLIANCE
WITH CITY CHARTER OF THE CITY OF PLACENTIA
Section 1206 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 unused balances from FY2019-20 from the to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
See Exhibit A					

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 15th DAY OF SEPTEMBER 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 15th day of September 2020 by the following vote:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

Fund Type	Account	Description	Sum of FY20-21 Carry Forward	
Capital Improvement Program	101906	Street Resurfacing Project	7,860	
	107902	Parque del Arroyo Verde	104,290	
	108012	Fire Dept Support Vehicles	39,630	
	171001	2019-20 Res Slurry Seal	3,993	
	181001	2019-20 Res Slurry Seal	35,824	
	182002	Orangethorpe Traffic Signal Synchronization	116,000	
	182904	Citywide Traffic Signal Repair	41,759	
	185801	Metro Station/Parking-JL 61019	35,710	
	185901	Metro Station Park Structure	3,250	
	192002	Orangethorpe Traffic Signal Synchronization	12,000	
	192808	Imperial Highway Traffic Signal Synchronization-JL68010	25,000	
	192809	ChapMal Traffic Signal Synchronization-JL68004	86,248	
	254901	Kevin Way Strom Drain Improvement	20,000	
	262002	Orangethorpe TS Synchro	8,200	
	305002	Old City Hall ADA	155,400	
	305003	Powell Build HVAC	65,000	
	331801	Golden Avenue Bridge JL61116	139,315	
	332908	Highway Safety Improvement Program Traffic Signals	1,191,153	
	418011	Police Department Ford Explorers (3)	199,291	
	485801	Metro Station/Parking-JL 61019	483,687	
	534070	CS Administrative	87,800	
	558004	SWAT Van	30,000	
	601001	2019-20 Res Slurry Seal	325,477	
	652002	Orangethorpe Traffic Signal Synchronization	8,000	
	692003	Bicycle Corridor Improvement	350,000	
	702001	Transit-Oriented District Traffic Mitigation	100,000	
	713811	Transit Oriented District/Crowther Sewer Design	(8,907)	
	749822	General Plan Update Fees-JL61086	7,524	
	784070	Placentia Regional Navigation Center	461,737	
	791001	2019-20 Res Slurry Seal	64,294	
	791002	Arterial Roadway Rehabilitation Project	13,745	
	791801	Golden Avenue Bridge JL61116	23,600	
	793066	Fire Operations	10,656	
	795005	City Campus Renovations	52,848	
	796006	MCV Radios	181,285	
	798001	Public Works Stake Bed Truck	47,424	
	798003	Three (3) Police Department Motor Units	130,974	
	798004	SWAT Van	55,000	
	Capital Improvement Program Total			4,715,067
	Enterprise Fund	484356	Envrn Svcs Swr Maint Fnd-Swrs	23,270
Enterprise Fund Total			23,270	
General Fund	101523	Information Technology	51,890	
	102020	Finance Administration	3,785	
	102531	Planning	3,038	
	102532	Building & Safety	1,086	
	102534	Economic Development	198	
	103065	Fire Administration	7,546	
	103066	Fire Operations	157,192	
	103590	Public Works Transportation	6,275	
	104070	Community Service Administration	3,548	
	104071	Community Service/Recreation Service	3,450	
	109595	General Government	15,814	
General Fund Total			253,822	
Special Revenue Fund	184071	Measure M - Community Service	20,177	
	194315	AQMD Environmental Services	5,045	
	213041	Asset Seizure/Field Services	27,201	
	302535	CD/HCD Grants	2,782	
	547525	Successor Agency Retirement Obligation	12,237	
	581573	PEG Fund Cable Svcs	3,886	
Special Revenue Fund Total			71,328	
Grand Total			5,063,487	

Fund Type	Account	Description	Sum of FY20-21 Carry Forward	
Capital Improvement Program	101906	Street Resurfacing Project	7,860	
	107902	Parque del Arroyo Verde	104,290	
	108012	Fire Dept Support Vehicles	39,630	
	171001	2019-20 Res Slurry Seal	3,993	
	181001	2019-20 Res Slurry Seal	35,824	
	182002	Orangethorpe Traffic Signal Synchronization	116,000	
	182904	Citywide Traffic Signal Repair	41,759	
	185801	Metro Station/Parking-JL 61019	35,710	
	185901	Metro Station Park Structure	3,250	
	192002	Orangethorpe Traffic Signal Synchronization	12,000	
	192808	Imperial Highway Traffic Signal Synchronization-JL68010	25,000	
	192809	ChapMal Traffic Signal Synchronization-JL68004	86,248	
	254901	Kevin Way Strom Drain Improvement	20,000	
	262002	Orangethorpe TS Synchro	8,200	
	305002	Old City Hall ADA	155,400	
	305003	Powell Build HVAC	65,000	
	331801	Golden Avenue Bridge JL61116	139,315	
	332908	Highway Safety Improvement Program Traffic Signals	1,191,153	
	418011	Police Department Ford Explorers (3)	199,291	
	485801	Metro Station/Parking-JL 61019	483,687	
	534070	CS Administrative	87,800	
	558004	SWAT Van	30,000	
	601001	2019-20 Res Slurry Seal	325,477	
	652002	Orangethorpe Traffic Signal Synchronization	8,000	
	692003	Bicycle Corridor Improvement	350,000	
	702001	Transit-Oriented District Traffic Mitigation	100,000	
	713811	Transit Oriented District/Crowther Sewer Design	(8,907)	
	749822	General Plan Update Fees-JL61086	7,524	
	784070	Placentia Regional Navigation Center	461,737	
	791001	2019-20 Res Slurry Seal	64,294	
	791002	Arterial Roadway Rehabilitation Project	13,745	
	791801	Golden Avenue Bridge JL61116	23,600	
	793066	Fire Operations	10,656	
	795005	City Campus Renovations	52,848	
	796006	MCV Radios	181,285	
	798001	Public Works Stake Bed Truck	47,424	
	798003	Three (3) Police Department Motor Units	130,974	
	798004	SWAT Van	55,000	
	Capital Improvement Program Total			4,715,067
	Enterprise Fund	484356	Envrn Svcs Swr Maint Fnd-Swrs	23,270
Enterprise Fund Total			23,270	
General Fund	101523	Information Technology	51,890	
	102020	Finance Administration	3,785	
	102531	Planning	3,038	
	102532	Building & Safety	1,086	
	102534	Economic Development	198	
	103065	Fire Administration	7,546	
	103066	Fire Operations	157,192	
	103590	Public Works Transportation	6,275	
	104070	Community Service Administration	3,548	
	104071	Community Service/Recreation Service	3,450	
General Fund Total			253,822	
Special Revenue Fund	184071	Measure M - Community Service	20,177	
	194315	AQMD Environmental Services	5,045	
	213041	Asset Seizure/Field Services	27,201	
	302535	CD/HCD Grants	2,782	
	547525	Successor Agency Retirement Obligation	12,237	
Special Revenue Fund Total	581573	PEG Fund Cable Svcs	3,886	
Grand Total			5,063,487	



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: SEPTEMBER 15, 2020

SUBJECT: **INTRODUCTION OF POLICE DEPARTMENT STRATEGIC PLAN**

FISCAL
IMPACT: **NONE**

SUMMARY:

The Placentia Police Department ("Department") is pleased to introduce a three-year Strategic Plan ("Plan"). The Plan provides structure to guide Department employees for responsive policing and resource allocation.

The Plan includes several updated or new components to include an organizational chart, mission statement, organizational values, and a vision statement. Department goals and objectives comprise the main component of the plan. Goals include improvements in crime suppression, crime prevention and traffic safety, as well as reducing homelessness. Other goals are targeted at improving the Department's overall performance, furthering transparency, and fostering positive community interactions.

RECOMMENDATION:

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

Receive and file a copy of the completed Strategic Plan and Chief Lenyi's presentation introducing the plan.

DISCUSSION:

The Department has completed a three-year Strategic Plan. Strategic planning is a systematic long-range process that prioritizes services, strengthens operations, and describes the Department's overall mission, which includes specific goals and objectives.

The Plan is a three-year plan covering 2021-2023. It serves as a roadmap for effective resource allocation, supports responsive policing to the community, and it provides a structural guide for members of the Department to follow in their policing assignments.

3. a.
September 15, 2020

Main components of the Plan include an updated organizational chart and a new mission statement. Staff have created organizational values and a vision statement. The main body of the Plan includes specific goals and objectives. These include crime suppression and prevention, traffic safety, staffing levels, and employee development. Staff have also focused resources on reducing homelessness and supporting the Placentia Navigation Center, maintaining fiscal efficiency, and improving the Department's overall performance and workplace environment. This Plan supports our commitment to maintaining policing legitimacy and developing resilient community partnerships.

The Plan is a "living document" that will be periodically reviewed and amended by the Department. As goals are achieved and the needs of policing evolve, the document will be continually updated.

Prepared by:



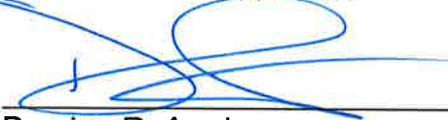
Brad Butts
Captain/Operations Division

Reviewed and Approved:



Darin Lenyi
Chief of Police

Reviewed and Approved:



Damien R. Arrula
City Administrator

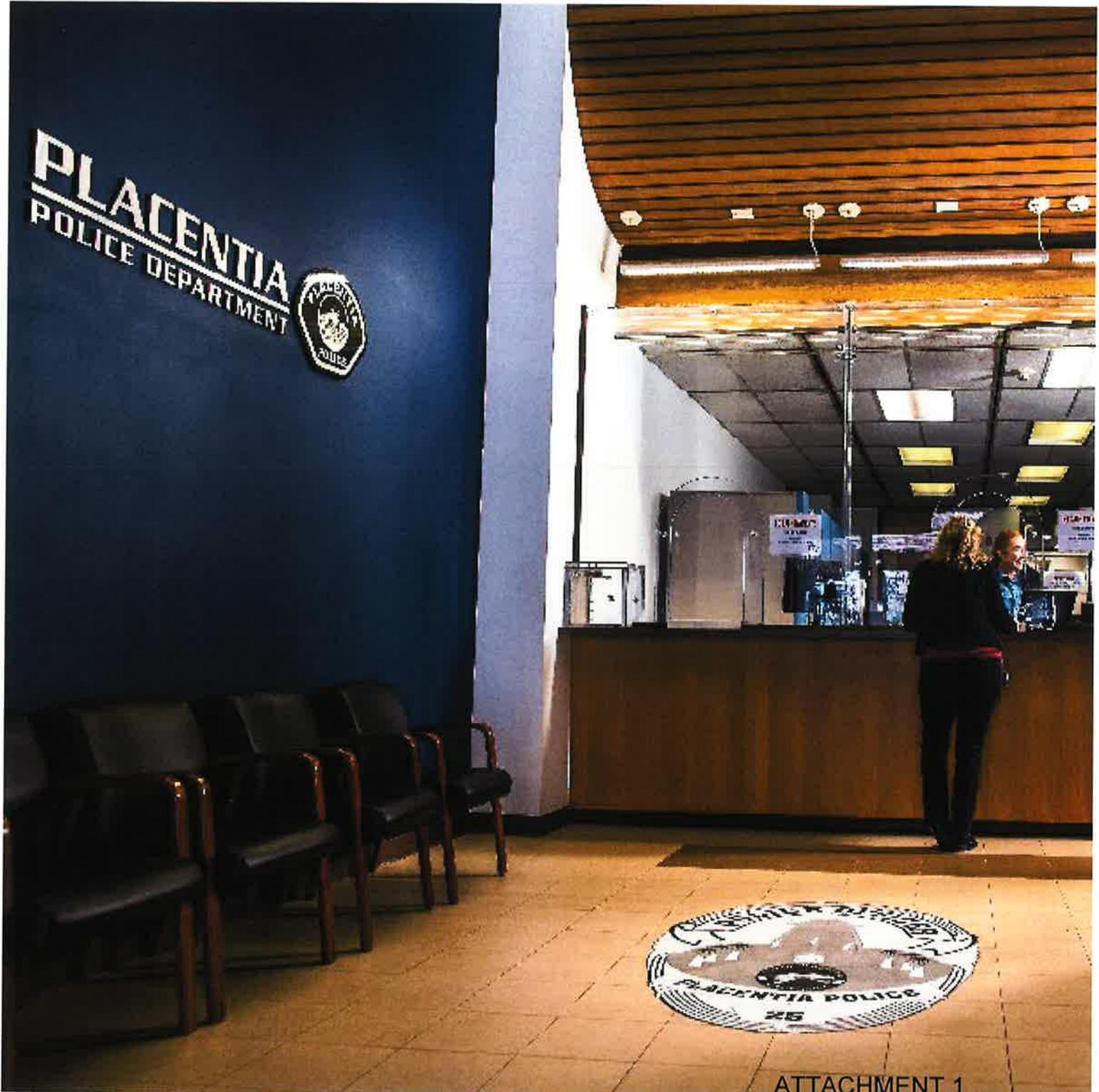
Attachment:

Presentation – Introduction of Police Department Strategic Plan



Strategic Plan 2021-2023

ATTACHMENT 1



ATTACHMENT 1

TABLE OF CONTENTS

PLACENTIA POLICE DEPARTMENT INTRODUCTION

Introduction from Chief Darin Lenyi	3
Mission Statement/Vision Statement	4
Organizational Values	5
Department Expectations.....	5
Expectations of Leadership	5
Placentia City Council.....	6

DEPARTMENT OVERVIEW

Placentia Police Department Organization Chart.....	8
Operations Division	10
Administrative Division	12
Ancillary Assignments.....	14

STRATEGIC PLANS

Goals and Objectives	16
Tracking Strategic Goals and Achievement.....	25

PLACENTIA
POLICE DEPARTMENT



INTRODUCTION



54
SWORN
POSITIONS

46
CIVILIAN
STAFF
POSITIONS

52,157
POPULATION
2017 CENSUS
BUREAU



From Police Chief Darin Lenyi

Public safety and outstanding policing service are the top priorities of the Placentia Police Department. The Department serves a population of over 52,000 valued residents, as well as business owners, patrons, educational partners, students, and all who visit Placentia. The Department, which is allocated 54 sworn positions and 46 civilian staff positions, strongly believes in community partnerships. We will work to enhance relationships with the community to accomplish our main goal of keeping Placentia safe and to increase our trust level with those we serve.

A strategic plan directs our policing efforts. We will continue to revise this flexible document so it best serves as a guide to direct our organization's activities. Working together as a team, we will periodically measure progress and evaluate our effectiveness in meeting our organizational goals. This plan is intended to show who we are, what we stand for, and where we are going in the future.

We are pleased to present this three-year strategic plan that includes initiatives for proactive policing, improved staffing, increased community engagement, further transparency, and enhanced traffic safety. We have incorporated goals that will improve overall employee wellness, customer service, workplace satisfaction and greater efficiency in delivering policing services.

We have revised our mission statement to better define our focus in policing, added a vision statement that describes where our organization is headed, and stated our organizational values to express Placentia policing principles and core values.

The men and women of the Placentia Police Department respect the constitutional rights of all people and stand ready to protect our community through fair and impartial policing. We will continue our commitment to working with you to build strong relationships of trust and to keeping Placentia a pleasant place to live, work and visit.

I hope you find the information in this strategic plan helpful and informative.

Respectfully,

A handwritten signature in black ink, appearing to read 'Darin Lenyi'.

Chief of Police

PLACENTIA
POLICE DEPARTMENT / 3

ATTACHMENT 1

INTRODUCTION



MISSION STATEMENT

The Placentia Police Department is dedicated to improving the quality of life through proactive criminal enforcement, education and community partnerships. We act with integrity and accountability to reduce fear and crime, while treating all with respect, compassion and fairness.

VISION STATEMENT

Through the delivery of professional law enforcement services, we work to safely reduce crime in our community while building on a trusting partnership with the community and one another.

Organizational Values

- **Professionalism** - Building partnerships with our community through respectful communication and providing the highest level of customer service.
 - **Commitment to Excellence** - Striving to achieve the highest standards of ethics, performance, teamwork and ongoing professional development in all aspects of modern-day policing.
 - **Pride** - We have pride, both individually and for our department, through outstanding policing and safeguarding the reputation of our profession.
 - **Courage** - Sharing a strong sense of duty to take corrective action in confronting problems both within the department and within the community.
-

Department Expectations

- Ensure the safety of our community and personnel through quality policing.
 - Fight crime and enhance traffic safety throughout the community.
 - Be responsive to needs of the Community, the City and the Department.
 - Be professional at all times and provide a high level of customer service to all of our stakeholders, while doing more than is expected. Show we care.
 - Accomplish goals and problem solve through teamwork.
 - Be respectful to co-workers and support their efforts in the delivery of effective policing services.
 - Be accountable for your actions and performance. Hold others to the same standard of accountability.
 - Be proactive in working to achieve the goals of the Department.
 - Maintain a positive attitude toward your responsibilities and the organization.
 - Practice fair and impartial policing.
-

Expectations of Leadership

- City and Department Mission before self-interests.
- Lead by example.
- Communicate openly and honestly with all members of the Department.
- Be responsive to your staff and make their needs a priority.
- Be accountable first, then hold others accountable.
- Be fair when making decisions and show support for the community and department members.
- Coach and mentor subordinates to develop them for future assignments.
- Foster a positive working environment.
- Ensure fair and impartial policing practices are continued.
- Be sensitive to the needs of the community and your staff.

PLACENTIA CITY COUNCIL



MAYOR
Ward Smith



MAYOR PRO TEM
Jeremy B. Yamaguchi



COUNCIL MEMBER
Craig Green



COUNCIL MEMBER
Rhonda Sheder



COUNCIL MEMBER
Chad P. Wanka



CITY ADMINISTRATOR
Damian R. Arrula

CITY TREASURER
Kevin Larson

CITY CLERK
Robert S. McKinnell

INTERGOVERNMENTAL RELATIONS

The Mayor and City Council hold a number of special assignments and appointments to various boards and commissions dealing with other county / state government agencies.

These agencies include the:

- Criminal Justice Council
- League of California Cities
- Orange County Human Relations Agency
- Orange County Sanitation District

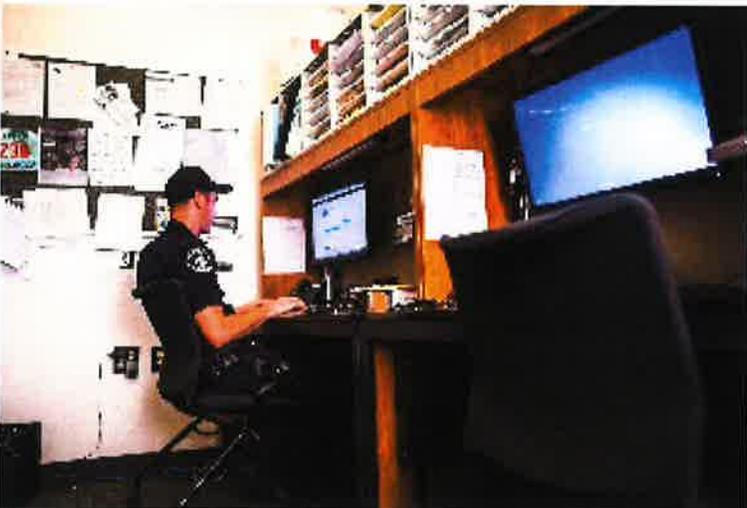
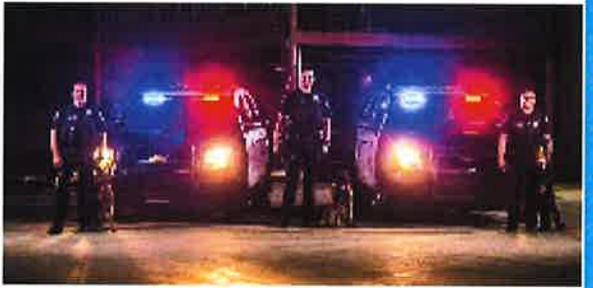
CITIZEN RELATIONS

In an effort to create an open government and respond to citizen concerns, the mayor and City Council promote citizen relations by:

- Conducting town hall meetings
- Hosting public speaking engagements
- Issuing commendations and proclamations
- Providing citizens with information
- News releases and public notices are issued to notify citizens of these programs.

FOR MORE INFORMATION

For more information about intergovernmental and citizen relations, contact the City Council at (714) 993-8171 or citycouncil@placentia.org



DEPARTMENT OVERVIEW

OPERATIONS DIVISION

Patrol



The Patrol Division is the largest work group within the entire City. It is the “backbone” of our policing service. Patrol provides visible and engaged officers who work around the clock to safeguard our community. The Patrol Division includes the Traffic Bureau, K-9 Unit, School Resource Officers, Police Services Officers, and Reserve Officers. Patrol Officers handle the first response to all crimes, they patrol for criminal activity and take the lead on criminal enforcement. They also work with residents, business owners, educational partners and other community partners in reducing public safety problems, including quality of life issues that concern our community or impact the safety and living conditions of the public.

Traffic Bureau



Traffic Officers enforce traffic-safety related laws. They educate the public on traffic safety, investigate traffic collisions, and maintain traffic safety for special events like the Heritage Day Parade and Festival and the Placentia Tamale Festival. They also monitor traffic at our schools during student drop off and pick up time. The Department partners with the California Office of Traffic Safety (OTS) and they provide grant support for traffic safety education and operations.

K-9 Unit



The Department’s Canine (“K-9”) Unit began in 1988 and currently has three dogs in service. Our dogs are utilized for suspect apprehension, narcotic detection, and provide support for a variety of searches. Our K-9 Unit provides a good resource for community interaction and education on department operations.

School Resource Officer (SRO)



School Resource Officers work in partnership with the Placentia-Yorba Linda School District (PYLUSD). The Department has two School Resource Officers, and they partner with school staff, provide safety training to district staff, and educate and mentor students on safety issues.

Police Services Officer (PSO)



Police Service Officers provide support by performing field, office and jail duties. They respond to low risk calls for service, take reports, and process arrestees. They also collect and book evidence from crime scenes, provide traffic control, and enforce parking laws and ordinances.

OPERATIONS DIVISION

Reserve Police Officer Program



Reserve Officers assist full-time officers in the enforcement of laws and in maintaining peace and order within the community. Reserve Officers are usually assigned to the Operations Division, but may be assigned to other areas as needed.

Volunteers in Policing (VIPs)



VIPs help support department operations and they provide an average 2,800 hours of service by supporting DUI checkpoints, conducting vacation house checks, assisting with front counter/records requests, and assisting during community outreach events.

Chaplain Program



The Chaplain Program is comprised of professional clergy members who volunteer their time in support of department employees and members of the community during times of sorrow and grieving. They are on-call 24 hours a day to assist with a crisis intervention in situations like death notifications and incidents involving traumatic deaths. Chaplains also tend to Department Personnel, offering support whenever possible, and participate in monthly council meetings and civic events.



ADMINISTRATIVE DIVISION

Professional Standards Bureau



The Professional Standards Bureau is responsible for recruiting, hiring, and serving as a training manager for all training requirements department wide. The Professional Standards Sergeant also handles legal affairs, workers compensation issues, and conducts audits and inspections of department personnel, operations and processes. The sergeant is also the custodian of records for police department personnel files and internal affairs investigation reports. This sergeant handles formal complaints made against members of the department. They receive advanced training in this area to ensure these investigations are thorough and unbiased. If there is a valid conflict of interest with a complaint, it is outsourced for investigation.

Investigations Bureau



The Investigations Bureau is comprised of General Detectives, Gang Detectives and the Crime Analysis Unit. The Bureau is supervised by the Detective Sergeant and overseen by the Administrative Division Captain. Also included is a DEA Task-Force Detective and Civilian Investigators. Together they review and investigate on-average 1,600 cases each year.

Records Bureau



The Records Bureau works closely with sworn and professional staff. They are responsible for processing citations, they assist with answering business lines and helping citizens at the front counter. Personnel release copies of reports and impounded vehicles, filing reports, California Law Enforcement Telecommunications System entries and matron duties.

The front counter is open Monday - Friday from 8:00am to 8:00pm, Saturday from 8:00am to 2:00pm, and closed on Sundays. Reports can be obtained during these business hours.

Property & Evidence Unit



The Property and Evidence Unit is responsible for handling, storage, transportation, and release or disposal of all items seized. Annually, they receive approximately 5,000 items. They also provide the court with copies of documents, audio/video surveillance, interviews, photographs, 911 dispatch tapes and physical evidence as requested. They provide Crime Scene Investigation (CSI) and handle ordering safety equipment for department staff.

ADMINISTRATIVE DIVISION

Department Budget & Administrative Services Unit



The Department's Budget & Administrative Services Unit is responsible for a multitude of fiscally minded functions. The primary being the preparation and daily oversight of our department's annual budget. This sets the fiscal direction for our department and establishes goals and objectives for each division to work within. Additional duties include creating and maintaining contracts with outside service providers, fleet services, false alarm management, grant overview and agency surveys/analysis when needed.

Policing Legitimacy

The Placentia Police Department will support the Attorney General's broad police reforms and laws that follow, which are proactive efforts to protect lives.



In the wake of national incidents involving police use of force, the Department will increase transparency and open communication to maintain policing legitimacy. Policies involving use of force will be reviewed and revisited to assure adherence to use of force guidelines and current laws. Interventions like periodic policy reviews, keeping current with the policing climate and maintaining transparency builds public confidence. Increased information sharing about our actions, as well as addressing public perceptions, helps to foster open communication and a greater sense of ownership among policing partners.



ANCILLARY ASSIGNMENTS

North County SWAT

The North County SWAT is comprised of individual agency SWAT teams, Crisis Negotiation teams and Tactical Dispatchers. Along with Placentia, other assigned agencies include Brea, California State University Fullerton, Fullerton, La Habra, and La Palma Police Departments. The team provides support in critical field operations where negotiations or special tactical deployment methods are required. Placentia's allocation commitment to the team is six officers, two sergeants, two crisis negotiators and two tactical dispatchers.

Homeless Liaison Officer (HLO)

The Homeless Liaison Officer program is assigned within Patrol. HLOs attend meetings with collaborative groups, Placentia Police Administration, Placentia City Staff, City Council members, and outside law enforcement agencies. Their goal is to place homeless individuals in designated shelters, providing wraparound services for permanent housing and to address community homelessness concerns. HLOs stay up to date on current laws and work to navigate this difficult problem by knowing what kind of resources are available to our homeless population. All HLOs receive advanced training in the field of homelessness and mental health.

Public Information Officer

The main job function of the Public Information Officer (PIO) at the Placentia Police Department is to act as a formal liaison and spokesperson for the Department when interacting with the general public through the media. This includes writing and disseminating press releases, conducting media interviews, monitoring and implementing social media campaigns, and acting as an intermediary between PPD and media groups.

Honor Guard

The Placentia Police Department's Honor Guard is made up of one Sergeant and seven team members. The primary duty of the Placentia Police Department Honor Guard Detail is to render final honors to fallen officers and their families. Our Honor Guard is a specially trained and highly disciplined unit that serves at funerals and may also serve as the "guardians of the colors" by displaying and escorting the national flag on ceremonial occasions at official city and state functions.

ANCILLARY ASSIGNMENTS

Social Media Team

The Social Media Team's main goal is to improve transparency, communication, and public relations with the community in which we serve. The Department uses social media platforms for external purposes including community engagement and public notifications, and internal purposes, including investigations and recruitment. Enhanced communication, facilitated by social media engagement, leads to greater community cooperation.

Range Training Unit

The Range Training Unit consists of one Range Master, and four Firearms Instructors. The unit trains and mentors all sworn PPD Officers in the use, functionality, and decision-making processes involving various assigned weapons systems. The unit conducts bi-monthly live-fire qualification and simunition exercises. They also serve as active shooter instructors. This training includes giving verbal warnings to violent suspects, when possible, before deadly force is used.

Peer Support Team (PST)

The PST provides assistance, support, and resources to department employees and direct family members during and after difficult times in their personal or professional lives. This program is designed to offer ongoing follow-up support, promote trust, allow anonymity, and preserve confidentiality for persons using peer support within the guidelines of the program.

Terrorism Liaison Officer (TLO)

Terrorism Liaison Officers are specially trained to be a point of contact in matters related to terrorism and they maintain a relationship with the local fusion center. They receive and disseminate terrorism-related information. They educate other agency personnel about suspicious activity, enhancing situational awareness, early warning, and operational readiness.

Police Explorer Post

The Explorer Post has 11 Police Explorers and is supervised by sworn Placentia Police Officers. The program involves youth from 14 to 21 years, participating in police-related training, ride-alongs, community service events and competitions. Explorers learn about state and federal law, court procedures, police patrol techniques and organizational skills, providing a first-hand perspective on policing. Placentia Explorers volunteer a cumulative 2,000 hours per year, working events and training. They are members of the designated Placentia Community Based Organizations (CBOs) that are funded by the North Orange County Public Safety Task Force.

GOALS AND OBJECTIVES

GOAL 1. Prevent and Suppress Crime

The primary missions of the Placentia Police Department is to create a safe and secure environment for those who live and work within our community. By taking a proactive approach to addressing criminal activity and quality of life issues, we intend to further strengthen community relationships based on safety, trust and positive interaction.

RECOMMENDATION: Utilize community-based policing strategies and data-driven policing to identify problems and address them through proactive enforcement and crime prevention. Our commitment to educating community members and maintaining strong community partnerships, through open and transparent communication, is a critical component in our model of preventing and suppressing crime.

GOAL 2. Rebuild and Maintain Adequate Staffing

The Professional Standards Bureau (PSB) is responsible for recruiting new employees to the Department. Once employees are hired, the Department must strive to make this an enjoyable place to work with career satisfaction, professional development, and motivation.

RECOMMENDATION: The Department must be aggressive in recruiting efforts by seeking out qualified candidates. We must be flexible in our hiring process structure, such as the method of applying, location of interviews, and day and time of meetings with applicants. We exercise proactive and positive communication with them so they know we are interested in having them on our team. We will work vigorously with the Placentia Human Resources Department to fill all positions and act on timely recruitment for future openings. We will remind staff of their importance in our community and recognize members for their accomplishments. We will seek out individuals who want to serve our community and ensure candidates are screened for any past history of racial discrimination, which will not be tolerated.

GOALS AND OBJECTIVES

GOAL 3. Increase Employee Mentoring and Staff Development

The Department strives to provide the best police service to the community of Placentia. The best way to maintain employee excellence, improve employee longevity, and to promote filling opportunities from within the Department, is through a strong focus on staff development and mentoring.

RECOMMENDATION: All unit supervisors will adopt a focus on preparing their unit employees departmental growth and expose employees to completing projects and work at the next level for their position. Succession planning will be an area of major focus in the effectiveness of each supervisor and delegating tasks for the development will be an area of supervisory performance for annual evaluations. All supervisory and management personnel will expose their direct subordinates to a higher level of project work, critical thinking and decision making, advanced training, risk management, and professional staff development to assure we have qualified internal candidates to fill promotional opportunities. Mentoring and Staff Development will become a unified focus of all levels of the department.



ATTACHMENT 1

GOALS AND OBJECTIVES

STRATEGIC PLANS

GOAL 4. Reduce Homelessness Complaints and Support the Navigation Center

Placentia has a significant homeless population and it faces challenges in balancing the needs of homeless individuals with quality of life concerns from its residents, business owners, and visitors. Homeless encampments within the City are highly scrutinized by the community. With litigation related to the Boise Decision (case law) and a recent settlement agreement with several North Orange County Cities, the Department's ability to consistently provide effective solutions related to managing the public safety concerns regarding homelessness and reducing Placentia's homeless population has been challenging.

RECOMMENDATION: Placentia is collaborating with the other North Orange County Cities in completing a navigation center in Placentia, and another in Buena Park, to provide shelter and wraparound services to our homeless population. The navigation center will be completed and opened in the second quarter of 2020. Placentia's Patrol Officers, led by our Homeless Liaison Officers (HLO), will continue outreach and engagement efforts and work to place individuals in the navigation center whenever possible. Officers will also provide enforcement to anti-camping laws when appropriate and when navigation center beds are available to these individuals. Officers will continue to work with other City Departments and resources in a collaborative effort in addressing public safety concerns stemming from Placentia's homeless encampments.



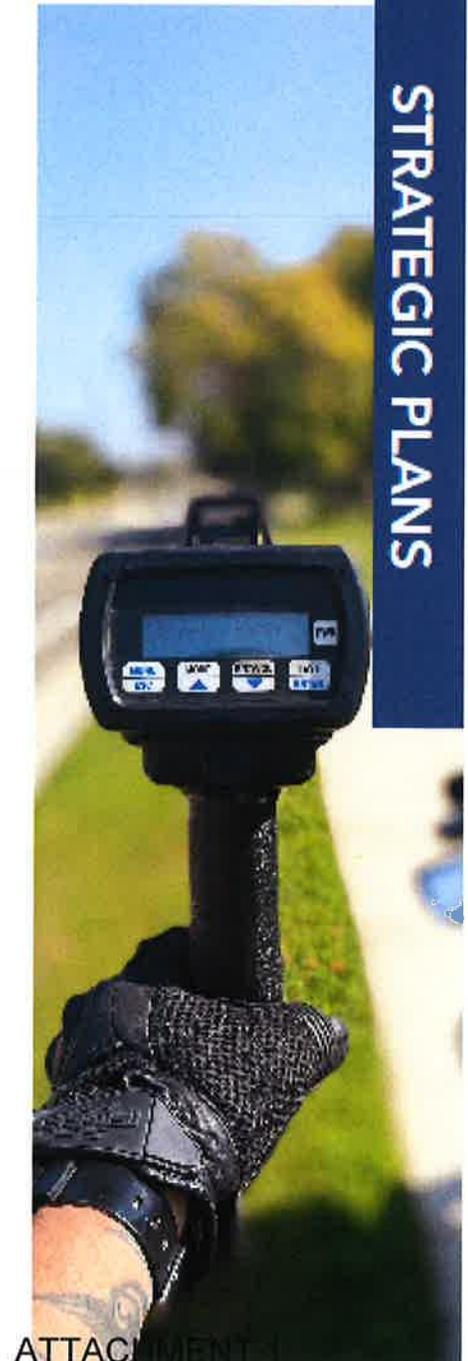
GOALS AND OBJECTIVES

GOAL 5. Improve Traffic Safety

Traffic collisions remain a significant public safety concern. Studies have shown that enforcement levels of traffic violators have a direct impact on the rate of traffic collisions and DUIs. Additional traffic enforcement, traffic safety and DUI education is needed to reduce future collisions and reduce the incidence of driving under the influence.

RECOMMENDATION: The Traffic Division Supervisor will identify the intersections that have the highest collision rates, including DUI traffic collisions, utilizing the Crossroads Collision Reporting system. Traffic collision analysis will be completed each quarter and the Traffic Division Supervisor will present the findings at bi-monthly supervisor meetings and patrol briefings. Efforts will be made by patrol officers to focus their attention on these areas utilizing the 3 "E's" of traffic, which are Education, Engineering and Enforcement.

Officers utilize traffic stops for observed traffic violations, especially collision-causing violations, in order to decide if they should educate the driver or issue an appropriate citation. Officers will also work with the Traffic Bureau and/or the Traffic Engineer to recommend changes that will help improve the overall traffic safety. Officers assigned to areas of high incidence of traffic collisions will be responsible for proactively working to reduce this problem. Additionally, we will continue to work with the California Office of Traffic Safety (OTS) on a traffic safety campaigns that include education and enforcement.



ATTACHMENT 1

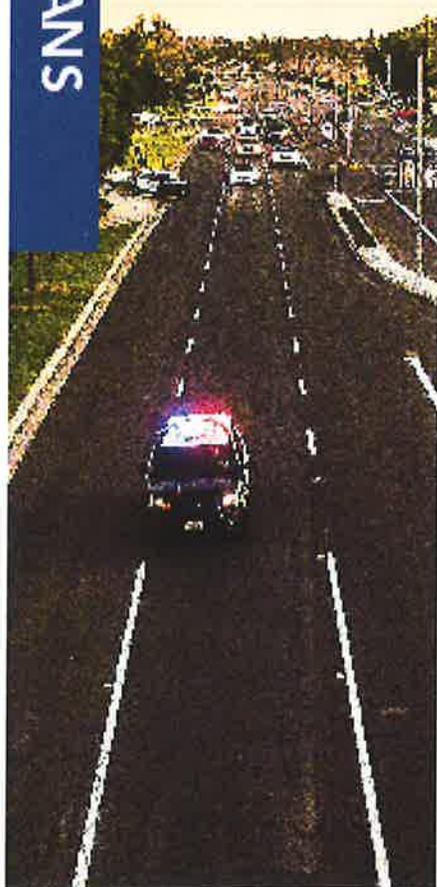
GOALS AND OBJECTIVES

GOAL 6. Maintain Response Times Under 5 Minutes for Emergency Calls for Service

Responding to calls for service in a timely manner can be the best community relations tool an agency has at their disposal. The Placentia Police Department realizes that response times to calls for service has a significant effect on measures of public satisfaction and confidence with their police department. Response time can sometimes be a matter of life or death.

RECOMMENDATION: The Administrative Division Captain will work collaboratively with our Communications and Records Manager and Patrol Command Staff to maintain or reduce our response times to calls for service. Officers should be dispatched to emergency calls for service with preliminary information and then Dispatchers will provide relevant information as it becomes available. Patrol Supervisors will stay aware of which patrol officers are in the station and mitigate any conditions that prevent a timely and efficient response.

While short response times are highly valued, we remind all first responders to drive in a manner that is safe for the conditions. Also, we do not encourage personnel to unnecessarily rush through their patrol activities, or leave matters unresolved, in an attempt to stay available for incoming calls for service.

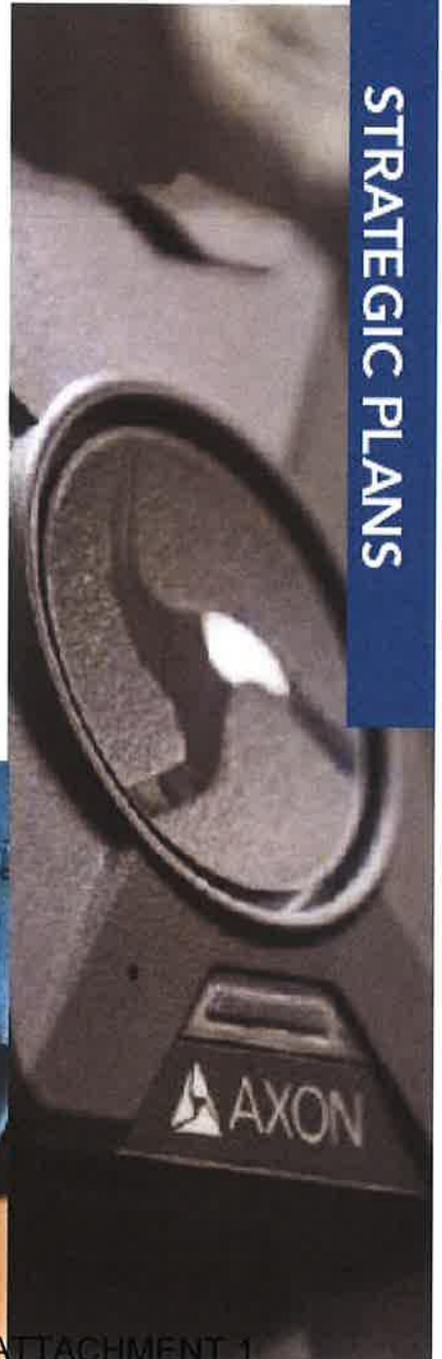


GOALS AND OBJECTIVES

GOAL 7. Research a Body Worn Camera Program and Present Findings and Recommendations

The Placentia Police Department is one of the last remaining policing agencies in Orange County that does not utilize body worn and/or in car cameras. These recording devices have become standard policing equipment. Based upon the many dynamic and unpredictable incidents Police respond to, we believe there is significant value in implementing a body worn camera program. Video evidence also pays an important roll in police transparency and legitimacy.

RECOMMENDATION: The Special Projects Captain will conduct research and facilitate department testing of selected body worn camera platforms. After narrowing down the list of potential vendors, a recommendation for purchase and implementation will be presented to the City Administrator and City Council.



ATTACHMENT 1

GOALS AND OBJECTIVES

GOAL 8. Implement a New Field Training Manual

The Placentia Police Department Field Training Program is an essential part of the learning process for new police officers as they transition from the academy into patrol. As law enforcement continues to evolve, the need for a comprehensive field training manual that focuses on modern adult learning techniques and 21st century policing strategies is essential.

RECOMMENDATION: A team comprised of industry experts working alongside the PPD Field Training Coordinator and PPD Administration completed a thorough, up to date and comprehensive field training manual. This manual is comprised of all updated policies and regulations as required by the California Commission on Peace Officer Standards and Training (POST) along with the policies established by the Placentia Police Department. This manual is the catalyst to establishing a solid foundation for new police officers entering the Department with an emphasis on employee retention through modern, generational-based adult learning principles. The field training program is transitioning to this new field training manual.

GOAL 9. Expand Peer Support Team

The Placentia Police Department Peer Support Team (PST) began in 2018. The PST provides assistance, support, and resources to employees and direct family members during and after difficult times in their personal or professional lives. This program is designed to offer ongoing follow-up support, promote trust, allow anonymity, and preserve confidentiality for persons using peer support within the guidelines of the program.

RECOMMENDATION: Continue to develop team members who in turn will support department and retired personnel through personal conflicts, and provide guidance and/or referrals to appropriate professional resources.

GOALS AND OBJECTIVES

GOAL 10. Review Patrol Beats and Recommend Changes Based Upon Call Volume

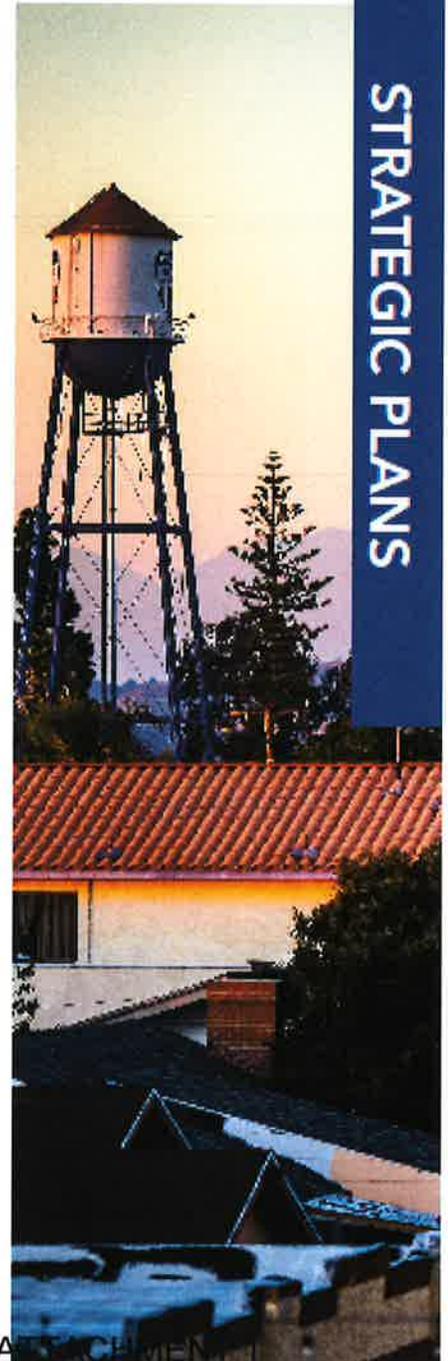
The Placentia Police Department's patrol beats have been unchanged for many years. The current division is geographically based and it does not reflect a balance for call volume. Patrol beats should allow for an equitable distribution of work load based upon data and an analysis of the workload.

RECOMMENDATION: The Department should analyze calls for service data to determine the size and boundaries of patrol beats. We should deploy a data based beat system, wherein beats are determined by workload and call volume. The Operations Division Captain will oversee the project, working with the Crime Analyst and the Patrol Division Lieutenants in completing a proposal for a new beat plan. The proposed plan will be presented to Command Staff and upon approval, it will be implemented in Patrol.

GOAL 11. Maintain Fiscal Efficiency

Maintaining the police department budget is a complex task. Successful management of the budget relies on our ability to keep spending on track with achieving our objectives, while not overspending. Unplanned overtime and other unexpected expenses require regular review and adjustment of expenditures.

RECOMMENDATION: In order to maintain fiscal efficiency, the Sr. Management Analyst will schedule monthly meetings with Command Staff to review progress on spending, revenue and overtime projections, and to discuss any changes necessary to stay within budget. Command Staff budget meetings will occur prior to scheduled meetings with the Finance Department.



GOALS AND OBJECTIVES

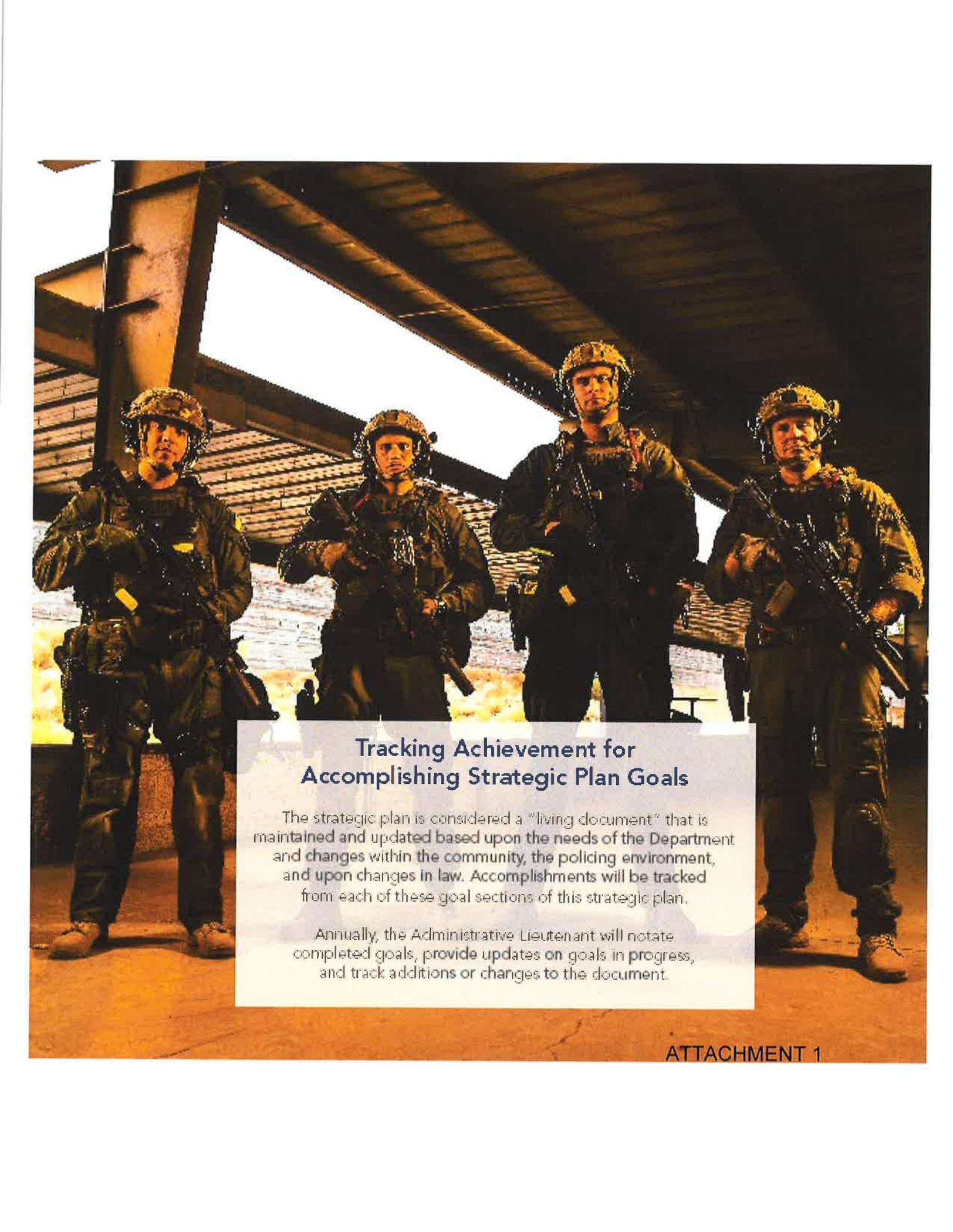
STRATEGIC PLANS



GOAL 12. Maintain Pandemic Readiness

During the first half of 2020, the City and Police Department's greatest focus was maintaining operations during COVID-19 and providing services in a safe manner. Following the recommendations of the Center for Disease Control (CDC) and the Orange County Health Care Agency (HCA), many changes were made in how we interact with the public, schedule our employees, use personal protective equipment and practice social distancing. We increased our COVID related communication and maintained a constant focus on implementing strategies to keep employees safe and healthy while carrying out our objectives in maintaining the public's safety.

RECOMMENDATION: In the probable case of future COVID infection increase or any other pandemic, we will implement timely and effective strategies as we did during the 2020 pandemic. We will maintain sufficient supplies of personal protective equipment (PPE) for our employees. Working with HR, we will re-implement proven strategies to avoid infection, provide timely employee testing, and implement up to date CDC and Health Care Agency recommendations. Operations and scheduling will be reviewed and changes will be made to support employee infection prevention and overall health.

A photograph of four police officers in tactical gear, including helmets and vests, standing in a line under a structure with a corrugated metal roof. They are holding rifles and looking towards the camera. The lighting is dramatic, with strong shadows and highlights.

Tracking Achievement for Accomplishing Strategic Plan Goals

The strategic plan is considered a “living document” that is maintained and updated based upon the needs of the Department and changes within the community, the policing environment, and upon changes in law. Accomplishments will be tracked from each of these goal sections of this strategic plan.

Annually, the Administrative Lieutenant will notate completed goals, provide updates on goals in progress, and track additions or changes to the document.

PLACENTIA POLICE DEPARTMENT



2019



WARY

CITY OF PLACENTIA POLICE DEPARTMENT

401 East Chapman Avenue, Placentia, CA 92870

(714) 993-8164

www.placentia.org

ATTACHMENT 1

A copy of the Placentia Police Department's
Three-Year Strategic Plan will be available
at the City Council Meeting on
Tuesday, September 15, 2020
at 7:00 p.m.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: SEPTEMBER 15, 2020
SUBJECT: **UAL REFINANCING STRUCTURE OPTIONS**

FISCAL
IMPACT: EXPENDITURE: NO COST TO RECEIVE PRESENTATION
REVENUE: POTENTIAL FOR LONG-TERM PENSION COST SAVINGS

SUMMARY:

As reported to Council in July, the City may achieve substantial budgetary savings by refinancing its Unfunded Accrued Liability (UAL) with the California Public Employees' Retirement System (CalPERS) via the issuance of Pension Obligation Bonds (POBs). Per Council direction, Staff assembled a financing team to evaluate pension bond structures. The Team identified an alternative option to issuing POBs that is worthy of consideration by Council: issuing Lease Revenue Bonds (LRB) to refinance the UAL.

RECOMMENDATIONS:

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

1. Receive the "CalPERS UAL Refinancing Structure Options" presentation;
2. Direct Staff regarding preferred approach to refinance the City's pension obligation, either Pension Obligation Bonds or Lease Revenue Bonds; and
3. If Pension Obligation Bonds, direct Staff to work with Financing Team to initiate a validation action; and
4. If Lease Revenue Bonds, direct Staff to work with Financing Team to select assets and structure leases as required.

DISCUSSION:

At the July 21, 2020 Study Session, City Council directed Staff to assemble a financing team to evaluate a potential issuance of Pension Obligation Bonds (POBs). The team consists of:

3. b.
September 15, 2020

- Robert Torrez, Financial Consultant/Project Manager
- Kosmont Transactions Services, Inc., co-Municipal Advisor
- Harrell & Company Advisors, LLC, co-Municipal Advisor
- Nixon-Peabody LLP, Bond Counsel
- Stifel, Underwriter

Upon further review of evolving market conditions and underwriter research results, Staff and the City's Financing Team began to evaluate LRBs in addition to POBs. Today's presentation includes background and considerations for both LRBs and POBs.

Although interest rates have increased since July 2020, taxable municipal bond rates remain substantially lower than the 7% CalPERS is charging the City on its UAL. By refinancing its UAL, the City can realize substantial budgetary savings and better manage future pension costs. Both POBs and LRBs to refinance the UAL would be issued at taxable (not tax-exempt) interest rates.

Although POBs are typically assigned a slightly higher credit rating than LRBs, the underwriter's assessment indicates that LRBs would likely attract a wider pool of investors resulting in lower interest rates. Additionally, there has never been an issue of POBs with a rating below A that the Financing Team is aware of. It is projected at this time that the City's POBs may obtain a rating of BBB+.

The process to issue POBs requires a court validation. The validation process is estimated to take between three and five months, with the issuance of POBs to occur immediately thereafter if market conditions remain favorable. Furthermore, part of the validation process requires a 30-day challenge period wherein the public may file suit seeking to overturn the validation. Threats of challenges against POB validations have caused some cities to change course and not issue POBs, but issue LRBs instead.

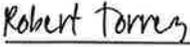
LRBs are a common and widely accepted structure for financing projects in California. As tonight's presentation explains, LRBs utilize a lease/lease-back structure of certain City assets and do not require a court validation, thereby reducing the time needed to structure and issue the bonds. LRBs also tend to obtain more favorable interest rates than POBs.

Both POBs and LRBs are structures that can be used to refinance the City's UAL. Please refer to the attached presentation for a comparison of the potential annual savings by refinancing the UAL with the different structures.

FISCAL IMPACT:

There will be no immediate fiscal impacts resulting from directing Staff to proceed with the review and structuring of LRBs or POBs. Should the City Council decide to authorize the sale of LRBs or POBs at a future meeting, costs of issuance, including the cost of a validation action if applicable, will be financed with the bond issue. Please refer to the attached presentation for details on potential cost savings.

Prepared by:


Robert S. Torrez
Financial Consultant

Reviewed and approved:


Jessica Brown
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachment:

Presentation: CalPERS UAL Refinancing Structure Options



PLACENTIA
Rich Heritage, Bright Future

CalPERS UAL Refinancing Structure Options September 15, 2020





Overview

- Financing Team Status Summary
- CalPERS Pension Plan Update
- Pension UAL Refinancing Structure Options
 - Pension Obligation Bonds
 - Lease Revenue Bonds
- Debt Service Comparison
- Refinancing Structure Comparison





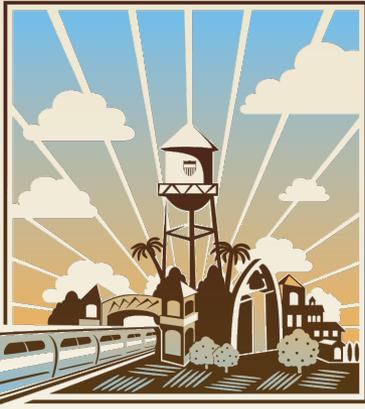
PLACENTIA
Rich Heritage, Bright Future

Financing Team Status Summary



Financing Team Status Summary

- In July, City Council Directed Staff to proceed with the refinancing of the City's pension UAL
- City Financing Team was established
 - ❖ Kosmont, Municipal Advisor
 - ❖ Harrell, Municipal Advisor
 - ❖ Nixon-Peabody, Bond Counsel
 - ❖ Stifel, Underwriter
- Underwriting analysis identified additional financing options for consideration



PLACENTIA
Rich Heritage, Bright Future

CalPERS Pension Plan Update



City CalPERS Membership

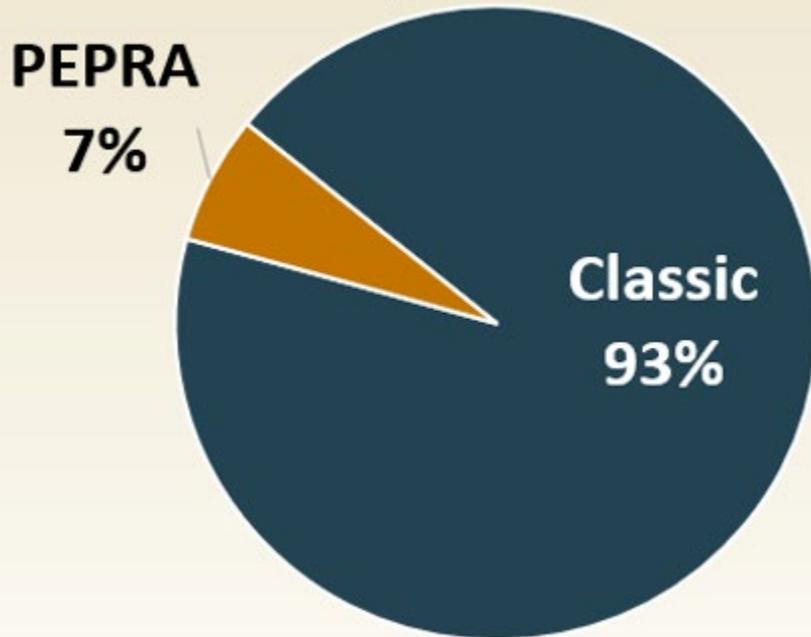
Participant Type	As of 6/30/2018	As of 6/30/2019
Active	124	123
Transferred	112	113
Separated	69	75
Retired	343	346
Total	648	657



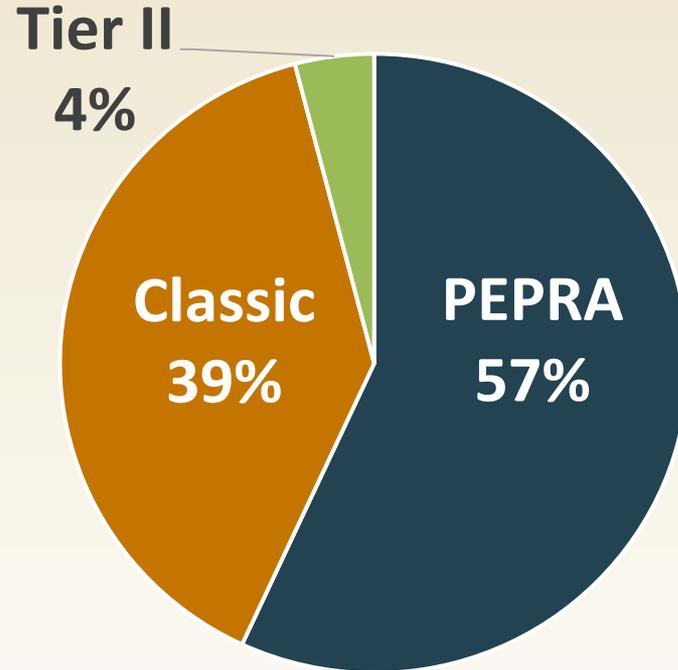


City CalPERS Membership

**107 Active Participants
June 30, 2014**



**123 Active Participants
June 30, 2019**



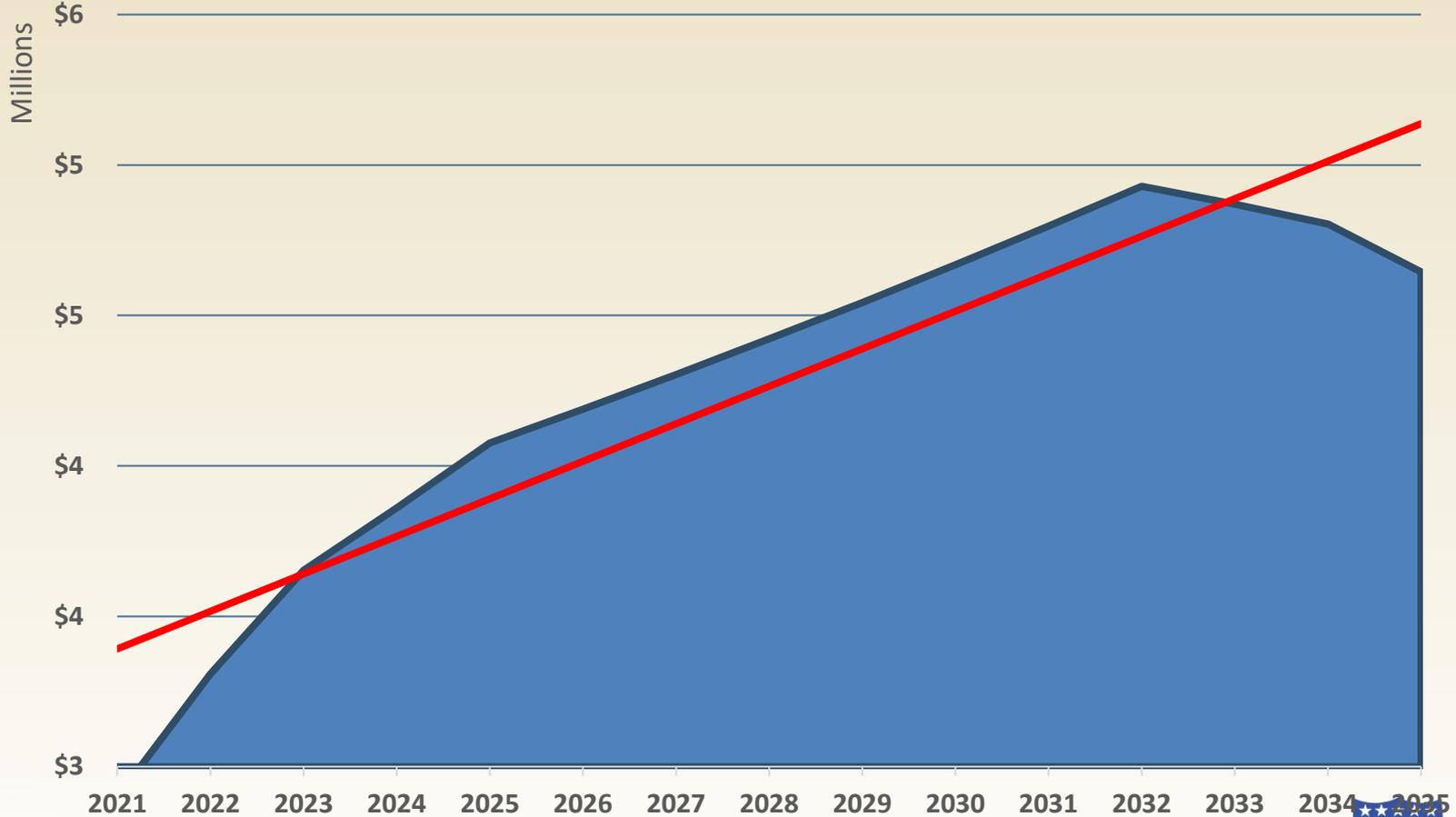
City CalPERS UAL

FYE June 30	Total All City Plans	
	UAL Balance	UAL Payment
2017-18	\$39,973,849	\$2,793,365
2018-19	\$45,693,527	\$2,084,391
2019-20	\$46,323,375	\$2,483,256
2020-21*	\$48,135,603	\$2,949,527

*Projected based upon CalPERS 2019-20 Returns

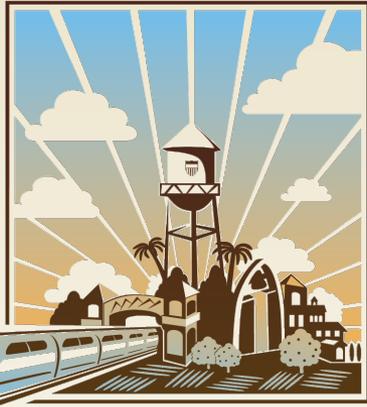


Forecasted Annual UAL Payments*



*Excludes terminated Fire plan





PLACENTIA
Rich Heritage, Bright Future

Pension UAL Refinancing Structure Options



Pension Refinancing Pension Obligation Bonds (POBs)

- In order for the City to issue POBs, Court must validate that UAL is an “existing obligation imposed by law” and not new debt (**“General Obligation Debt”**)
- Does not require collateral
- Courts have routinely approved POB validations
- Court validations can take between 3 and 5 months and conclude with a 30-day challenge period
- POB validation may be challenged
- Cities have examined additional financing options to address UAL
- No “BBB” rated POB has been issued before

Pension Refinancing Lease Revenue Bonds (LRBs)

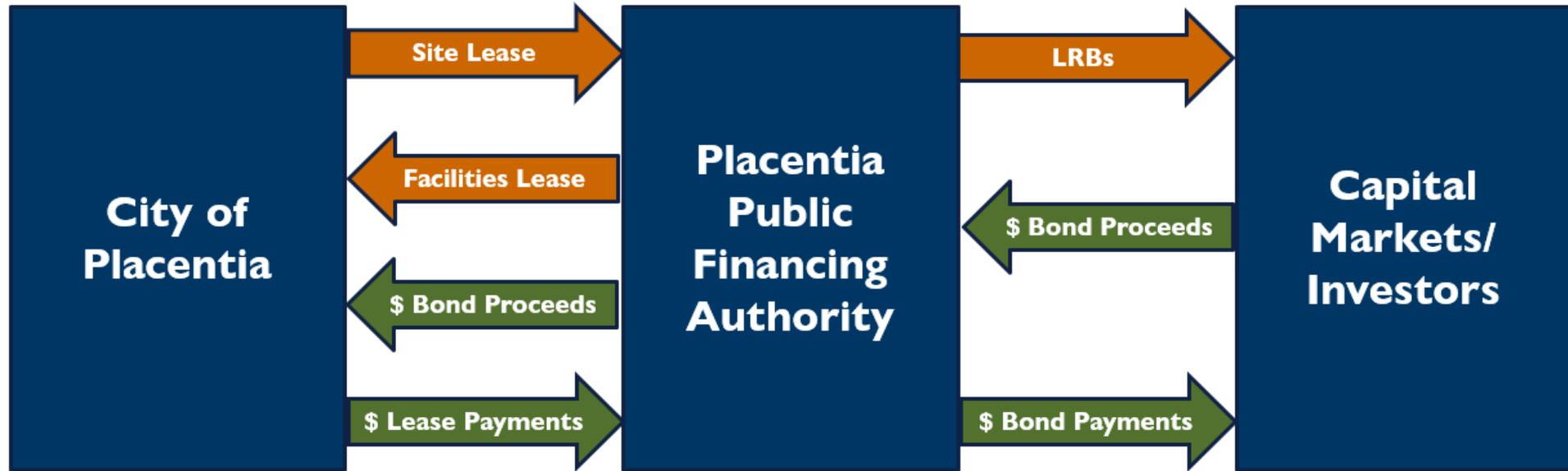
- Cities may not issue “debt” without voter approval but may execute leases
- Widely accepted form of financing public projects in CA
- Use City assets as collateral and pledge lease payments to repay bondholders
- Used to refinance pension obligations, accepted by investors as evidenced by other agencies (West Covina, Torrance, El Monte, Fairfax, Ridgecrest)
- Generally obtain better interest rates than POBs due to underlying “collateral”
- While no “BBB” rated POB has been issued before, numerous “BBB” rated LRBs have been issued



Lease Revenue Bond Characteristics

- Both essential and non-essential assets can be used as leased property
- If City does not make lease payments, Trustee is authorized to re-let the leased property (if ever possible) and try to recover missed payments from City
- Per legal counsel, impractical to “enforce” with no known examples in CA
- Lease payments must represent fair rental value of the leased property
- Lease payments must be subject to annual appropriation
- Lease must be subject to “abatement”

Mechanics of Lease Revenue Bonds





Potential City Properties for Consideration to Lease

“Essential” City Real Property

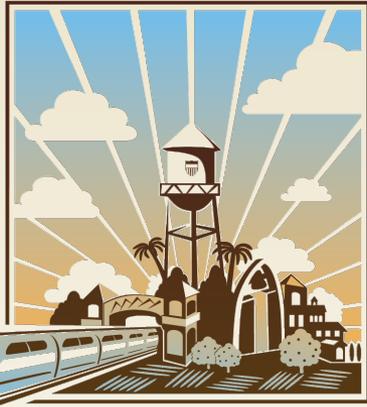
Property	Acres	Structure Insured Value	Est. Land Value*	Total Est. Value
Old City Hall & Fire Station (120 S. Bradford)	.28	\$1,427,500	\$6,925,278	\$8,353,000
Civic Center (401 E. Chapman Ave)	4.62	\$6,019,391	\$422,535	\$6,442,000
Fire Station (1530 S. Valencia Ave)	1.48	\$503,472	\$2,221,618	\$2,725,000
TOTAL	6.38	\$7,950,363	\$9,569,431	\$17,520,000

“Non-Essential” City Real Property

Property	Acres	Estimated Land Value*
Champions Sports Complex	12.98	\$19,463,850
Kraemer Memorial Park	11.46	\$17,193,900
Parque de Los Vaqueros	5.36	\$8,040,000
Koch Park	4.30	\$6,450,000
Parque Del Arroyo Verde	3.98	\$5,975,250
Parque de los Ninos	3.70	\$5,550,000
Richard Samp Park	3.20	\$4,800,000
Tuffree Park	3.10	\$4,650,000
Goldenrod Park	2.65	\$3,973,800
Saratoga Park	2.61	\$3,915,000
Wagner Park	1.87	\$2,805,000
Bradford Park	1.40	\$2,099,700
McFadden Park	1.04	\$1,556,250
Santa Fe Park	0.93	\$1,400,700
La Placita Parkette	0.26	\$382,950
TOTAL	58.84	\$88,256,400

* Land values estimated at \$1.5 million per acre





PLACENTIA
Rich Heritage, Bright Future

Debt Service Comparison Pros and Cons



Pros and Cons

Lease Revenue Bonds		Pension Obligation Bonds	
Pro	Con	Pro	Con
Better interest rates	Lower Bond Rating	Better Bond Rating	Higher interest rates
No court validation required	Requires use of City assets as “collateral”	“General Obligation Debt” - no encumbrance of City assets	Requires court validation
Shorter transaction time = less exposure to market risk of rates moving up	Less collateral available for future LRBs	Does not impact LRB issuance capacity	May draw opposition from certain groups such as H. Jarvis TPA
BBB rated LRBs are well accepted by market (anticipate LRB rating of BBB)			No known POB issues with a rating below A category (anticipate BBB+ POB rating)
Ability to prepay additional projected UAL			



Debt Service Comparison Savings

FYE June 30	2020 Lease Revenue Bonds	2021 Proportional POB	2021 Level/Descending POB
Total CalPERS UAL Payments	\$84,735,578	\$84,252,438	\$84,252,438
Total Debt Payments	<u>\$75,410,683</u>	<u>\$77,526,545</u>	<u>\$78,174,566</u>
Savings	\$9,324,895	\$6,725,893	\$6,077,872
Reserve Fund Credit	<u>\$3,837,911</u>	<u>\$3,975,267</u>	<u>\$4,008,495</u>
Net Savings	\$13,162,806	\$10,701,160	\$10,086,367
Prepay Budgetary Savings	<u>\$1,848,192</u>	-	-
Total Savings	\$15,010,998	\$10,701,160	\$10,086,367

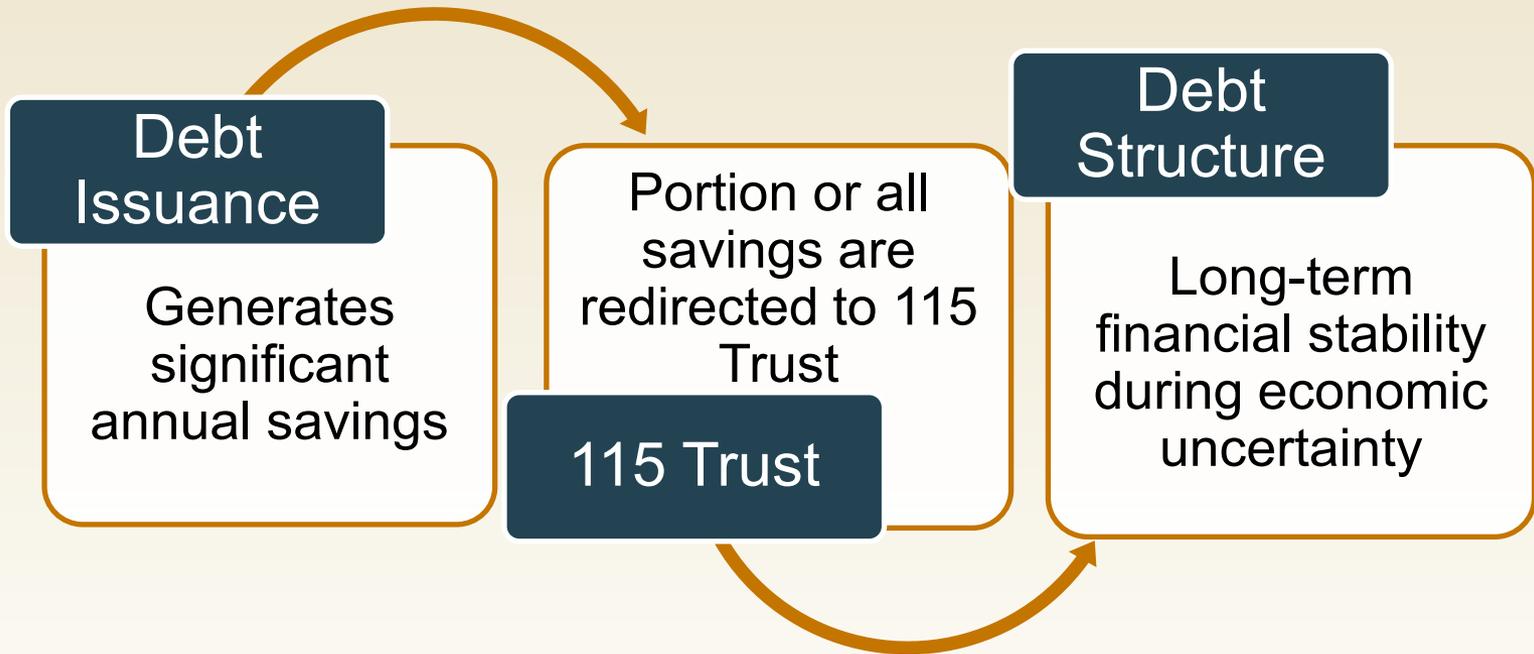
- POB savings reported in July of \$15 million
- Current variance is due to current rate fluctuations, increased UAL amount and timing of issuance
- Prepay Budgetary Savings represents the estimated savings of refinancing the projected additional UAL for 2019-20 (not included in the 'Total Debt Payments' for comparison purposes)

Rate Sensitivity



Interest Rates	+50 BPS	+25 BPS	Current Market	-25 BPS	-50 BPS
Total CalPERS UAL Payments	\$84,735,578	\$84,735,578	\$84,735,578	\$84,735,578	\$84,735,578
Total Debt Service	\$79,190,905	\$77,286,171	\$75,410,683	\$73,563,204	\$71,741,973
Savings	\$5,544,673	\$7,449,407	\$9,324,895	\$11,172,374	\$12,993,605
Reserve Fund Credit	\$4,030,299	\$3,933,361	\$3,837,911	\$3,743,886	\$3,651,197
Net Savings	\$9,574,972	\$11,382,768	\$13,162,806	\$14,916,260	\$16,644,802
Savings %	11.30%	13.40%	15.50%	17.60%	19.60%

Final Comprehensive Financing Structure





Tentative Estimated Schedules*

WEEK OF	LRB ACTION	POB ACTION
September 14	Team works on documents and structure	Council approves Validation action
September 21	Team works on documents and structure	File Validation with Court
September 30	Team holds a Public Workshop	
October 20	Council considers approval of LRB issue	(Various validation activities continue e.g. publications)
October 26	Bond Sale	(Various validation activities continue e.g. publications)
November 9	Bond Closing	File proposed judgment with court (10 days after final publication to answer complaint)
November 16		Team works on documents and structure
December 7		Receive Court judgment
December 14		Council considers approval of POB issue
January 4		Challenges period ends
January 11		Bond Sale
January 25		Bond Closing

*Both LRB and POB schedules are subject to change based on potential for unforeseen circumstances and responsiveness/capacity of third-parties (e.g. rating agency; Court)





Public Workshop

Staff and City Financing Team Recommend Lease Revenue Bond Option for UAL Refinancing

- Greater savings to taxpayers from lower rates
- Eliminates court validation process/exposure
- Shorter time to market (Secure low rates)
- Ability to include prepay of additional projected UAL (increased savings)



Next Steps

Direct Staff regarding preferred approach – LRBs vs POBs

- If LRBs, then direct City Financing Team to select assets and structure leases as required
- If POBs, then validation action with court will be pursued by Financing Team
- If LRBs, schedule a Community Workshop



Community Workshop

Staff and City Financing Team will host a community workshop on September 30, 2020 at 6:00pm to:

- Provide information on the proposed LRB debt issuance
- Review process and steps
- Answer any questions the public may have



Questions?



PLACENTIA
Rich Heritage, Bright Future





Placentia Public Financing Authority

AGENDA REPORT

TO: FINANCING AUTHORITY BOARD OF DIRECTORS

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: SEPTEMBER 15, 2020

SUBJECT: **RESOLUTION SETTING REGULAR MEETING DATES FOR PLACENTIA PUBLIC FINANCING AUTHORITY**

FISCAL
IMPACT: NONE

SUMMARY:

The Placentia Public Financing Authority was formed in 1996 to assist the City in financing and refinancing capital improvements. Approval of this item will establish the regular meeting dates for the Placentia Public Financing Authority on the same days as the regular meetings of the City Council of the City of Placentia.

RECOMMENDATIONS:

It is recommended that the Board take the following action:

Adopt Resolution No. PPFA-2020-01, a Resolution of the Placentia Public Financing Authority Board of Directors establishing regular meeting dates of the Authority.

DISCUSSION:

The Placentia Public Financing Authority (PPFA) is a joint exercise of powers authority organized and existing under Article 1 and Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California. It was created with the City and former Redevelopment Agency as its members. The PPFA was established for the purpose of refunding bonds, notes, and other obligations and to provide financing and refinancing for capital improvements of its member entities.

The PPFA was not required to establish regular meeting dates when it was created in 1996. The PFA has historically only called special meetings once a year or when it has business to conduct.

Government Code Section 6592.1 became effective on January 1, 2010 and provides that the PFA may adopt a resolution authorizing bonds or any issuance of bonds or accepting the benefit of any bonds or the proceeds of bonds only during a regular meeting of the PPFA held pursuant to Government Code Section 54954.

4. a.
September 15, 2020

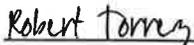
This item is an administrative action that will establish regular meeting times and dates for the PPFA, which will be held on the same days as the regular meetings of the City Council of the City of Placentia (the "City"), commencing October 6, 2020.

In the event that there is no business of the PPFA to be conducted at a regular meeting, then such regularly scheduled meeting may be cancelled.

FISCAL IMPACT:

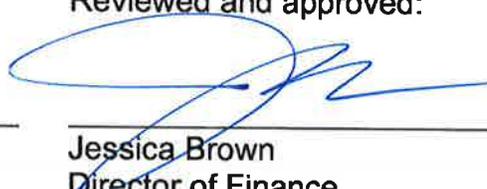
There is no fiscal impact as a result of establishing a new regular meeting dates of the Placentia Public Financing Authority.

Prepared by:



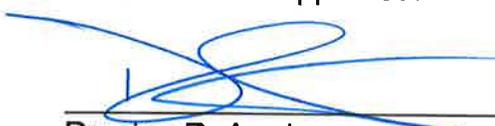
Robert S. Torrez
Financial Consultant

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution PPFA-2020-01 – Establishing Regular Meeting Dates

RESOLUTION NO. PPFA-2020-01

**A RESOLUTION OF THE PLACENTIA PUBLIC
FINANCING AUTHORITY BOARD OF DIRECTORS
ESTABLISHING REGULAR MEETING DATES OF THE
AUTHORITY**

WHEREAS, Government Code Section 6592.1 provides that the Placentia Public Financing Authority (the "Authority") may adopt a resolution authorizing bonds or any issuance of bonds or accepting the benefit of any bonds or the proceeds of bonds only during a regular meeting of the Authority held pursuant to Government Code Section 54954; and

WHEREAS, the Authority desires to adopt this resolution in accordance with the provisions of Government Code Section 54954 to establish regular meeting dates;

NOW, THEREFORE, the Governing Board of the Authority does hereby resolve as follows:

SECTION 1. Each of the foregoing recitals is true and correct.

SECTION 2. Notwithstanding any provision to the contrary in the joint powers agreement establishing the Authority, any bylaws of the Authority or in any prior resolutions or actions of the Governing Board (the "Board") of the Authority, from the date hereof, the regular meetings of the Authority shall be held on the same days as the regular meetings of the City Council of the City of Placentia (the "City"), commencing October 6, 2020, and may be held as a joint meeting with the City Council of the City. In the event that the Secretary determines that there is no business of the Authority to be conducted at a regular meeting, then the Chair, the Secretary and other officers of the Authority are authorized to take whatever actions are required by law to cancel such regularly scheduled meeting.

SECTION 3. The Chair, Vice-Chair, Executive Director, Treasurer, Secretary and other officers of the Authority are authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 4. This Resolution shall take effect upon adoption.

PASSED and ADOPTED this 15th day of September 2020.

Ward L. Smith, Chair

ATTESTED:

Robert S. McKinnell, Secretary

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, Secretary of the Placentia Public Financing Authority, do hereby certify that the foregoing resolution was adopted at a Special meeting of the Board of Directors of the Placentia Public Financing Authority held on the 15th day of September 2020 by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

Robert S. McKinnell, Secretary

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney