



Regular Meeting Agenda December 1, 2020

Placentia City Council

Placentia City Council Acting as Successor Agency to the
Placentia Redevelopment Agency
Placentia Industrial Commercial Development Authority
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. 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, may not be read during the City Council meeting but will be summarized in 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

December 1, 2020

Placentia City Council

Placentia City Council Acting as Successor Agency to the

Placentia Redevelopment Agency

Placentia Industrial Commercial Development Authority

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

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(28 CFR 35.102.35.104 ADA Title II)

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
December 1, 2020
6:00 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

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
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PLACENTIA REDEVELOPMENT AGENCY
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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: Fernando Villicana

PLEDGE OF ALLEGIANCE:

PRESENTATION:

- a. **Presentation of the 2020 Project of the Year Award from the Southern California Chapter of the American Public Works Association (APWA) to the City of Placentia**
Presenter: Patrick Somerville, APWA Southern California Chapter Awards Committee Chair
Recipients: Mayor Smith, City Council, City Administrator Arrula, and Acting Deputy City Administrator Estevez

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.

[Public Comment](#)

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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/PPFA Regular Meeting: November 17, 2020
Recommended Action: Approve
- 1.c. **City Fiscal Year 2020-21 Register for December 1, 2020**
Check Register
Fiscal Impact: \$ 908,747.76
Electronic Disbursement Register
Fiscal Impact: \$ 889,915.88
Recommended Action: It is recommended that the City Council:
1) Receive and file
- 1.d. **Award of Contract for City Hall Carpet Replacement**
Fiscal Impact: Expense: \$ 79,882.50 Public Works Agreement (795005-6185)
Budget: \$182,847.54 FY 2020-21 CIP Budget (795005-6185)
Recommended Action: It is recommended that the City Council:
1) Approve a Public Works Agreement with TS Carpet & Design Center for carpet replacement at City Hall in the amount of \$79,882.50; and
2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$7,988.25; and
3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.e. **Maintenance Services Agreement for Carpet Cleaning Services with DFS Flooring**
Fiscal Impact: Expense: \$ 8,482 Annual Contract Amount
Budgeted: \$ 8,482 Fiscal Year 2020-21 Operating Budget
(103654-6301)
Recommended Action: It is recommended that the City Council:
1) Approve a Maintenance Services Agreement in an amount not-to-exceed \$25,446 for an initial three (3) year contract term, with the option to extend for one (1) additional two-year term; and
2) Authorize the City Administrator to approve contract change orders up to 10% of the total contract not-to-exceed amount, or \$2,544; and
3) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City; and
4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.f. **Measure M (M2) Expenditure Report for Fiscal Year 2019-20**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2020-71, a Resolution of the City Council of the City of Placentia, California, concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2020.
- 1.g. **Award of Contract to Refinish Wood Fascia Public Counters, Interior Doors, and Baseboards throughout City Hall**
Fiscal Impact: Expense: \$ 86,750.00 Contract Amount
Budgeted: \$182,847.54 Fiscal Year 2020-21 CIP Budget (795005-6185)
Recommended Action: It is recommended that the City Council:

- 1) Approve a Public Works Agreement with MTL Construction Services for wood refinishing work in City Hall for a not-to-exceed amount of \$86,750; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$8,675; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING:

- 2.a. **General Plan Amendment (GPA) No. 2020-01, Zone Change (ZC) No. 2020-01, Development Plan Review (DPR) No. 2020-01 and Mitigated Negative Declaration (MND) No. 2020-02 to Allow for the Development of 64 Affordable Senior Apartment Units and a Managers Unit within Two, Two-Story Residential Buildings, Expansion of an Existing Parish Hall Building, Addition of 45 at-Grade Parking Spaces, and Associated Landscaping Improvements on an Approximately 3.85-Acre Developed Lot Located at the Northeast Corner of North Angelina Drive and East Morse Avenue (National Community Renaissance of California)**

Fiscal Impact: Revenue: \$626,405 Development Impact Fees

Recommended Action: It is recommended that the City Council:

- 1) Open Public Hearing concerning GPA 2020-01, ZC 2020-01, and DPR 2020-01; and
- 2) Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2020-72, a Resolution of the City Council of the City of Placentia, California, adopting Mitigated Negative Declaration (MND) No. 2020-02 and a Mitigation Monitoring and Reporting Program with the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 Et. Seq. of Title 14 of the California Code of Regulations) (CEQA), approving General Plan Amendment (GPA) No. 2020-01 and Development Plan Review (DPR) No. 2020-01 to allow for the development of 64 affordable senior apartment units and a managers unit (65 total units) within two (2), two-story residential buildings, addition of 45 at-grade parking spaces, and associated landscaping improvements on an approximately 3.85-acre partially developed lot located at the northeast corner of North Angelina Drive and East Morse Avenue; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2020-09, An Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia from "R-1" (Single Family Residential) to "R-3" (High Density Residential) on an approximately 3.85-acre partially developed lot located at the northeast corner of North Angelina Drive and East Morse Avenue (APN 340-273-25).

3. REGULAR AGENDA:

- 3.a. **Appointments to Fill Vacancies on Various City Commissions and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make the necessary appointments to fill the vacancies listed below:
 - a. Two (2) vacancies on the Heritage Committee
 - b. One (1) vacancy on the Park Arts & Recreation Commission (PARC)
 - c. One (1) vacancy on the Planning Commission
 - d. One (1) vacancy on the Streetscape and Transportation Advisory Commission
 - e. One (1) vacancy on the Veterans Advisory Committee; and
- 2) Direct Staff to update the City's master Commission and Committee vacancy list and continue the Commission and Committee Application/Recruitment process for any remaining vacancies and present to City Council at a future meeting for consideration of appointments.

3.b. **Fourth Quarter Fiscal Year 2019-20 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the fourth quarter Fiscal Year 2019-20 Treasurer's Report.

3.c. **Finance and Construction of New Public Safety Facility**

Fiscal Impact: Expenditure: \$8.4 to \$9.7 Million Construction & Financing Costs
Depending on Facility Option Selected

Revenue: Lease Revenue Bonds to Fund Project Costs
Base Project Savings \$2,803,740 Over 30 years
Alternative 1 Savings \$1,931,223 Over 30 Years

Recommended Action: It is recommended that the City Council:

- 1) Receive the Public Safety Facility Briefing presentation; and
- 2) Provide direction to Staff on which Facility Option to pursue; and
- 3) Based upon the option selected, direct Staff to return to the City Council with all necessary architectural and engineering contracts to design the Council selected project; and
- 4) Direct Staff to assemble a Bond Financing Team to structure Lease Revenue Bonds to finance the cost of the Council selected project; and
- 5) Direct Staff to return to the City Council with bond documents to authorize the bond sale.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, December 15, 2020 at 6:00 p.m.

TENTATIVE AGENDA FORECAST

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

- Reorganization of the City Council
- Second Reading of Ordinance Amending the Official Zoning Map of the City (N. Angelina Dr. and E. Morse Ave.)

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 December 1, 2020 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on November 24, 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
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING MINUTES
November 17, 2020
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

SPECIAL PROCEDURES NOTICE DURING COVID-19 EMERGENCY

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

**1. b.
December 1, 2020**

CALL TO ORDER: Mayor Smith called the meeting to order at 6:02 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS: None

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

1. Pursuant to Government Code Section 54956.9 (d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (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 recessed to their 7:00 p.m. Regular Meeting.

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

PRIOR TO ROLL CALL:

Prior to Roll Call City Attorney Bettenhausen read into the record a notice regarding teleconferencing public meetings under the Brown Act during the COVID-19 health risks. He noted that the public was invited to view the Council meeting from the Front Community Meeting Room at City Hall and wait for their name to be called during the public comment portion of the meeting. He stated that members of the public may also provide public comment for Oral Communications or Public Hearings to the City Clerk by email to cityclerk@placentia.org.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Wanke, Smith
PRESENT ELECTRONICALLY: Councilmember/Board Member Green, 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 Luis Estevez; Acting Deputy City Administrator Rosanna Ramirez; Director of Finance Jessica Brown; Chief of Police Darin Lenyi; Fire Chief J. Pono Van Gieson; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert, Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

INVOCATION: Sterling Bennett

PLEDGE OF ALLEGIANCE: Mayor Smith

PRESENTATION:

a. Recognition of November 12, 2020 as Placentia Police Department Records Appreciation Day

Presenter: Mayor Smith

Recipient: Records Specialist Melanie Vasquez on behalf of the Placentia Police Department
Records Division

CLOSED SESSION REPORT:

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

CITY ADMINISTRATOR REPORT:

City Administrator Arrula stated that there was no City Administrator Report.

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications. City Clerk McKinnell noted that no communications had been received by email. Members of the public viewing the City Council meeting in the Front Community Meeting Room were invited to provide public comment in a safe and socially distanced manner.

Placentia resident Ilsi Peña spoke regarding residential parking on Santa Fe Avenue.

Angeles Chavez, Placentia resident, expressed concern with the lack of residential parking on Santa Fe Avenue.

Placentia resident Marisela Muñiz asked Council to consider the lack of residential parking and the ticketing of vehicles on Santa Fe Avenue.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Green noted that the City held its first virtual Veterans Day observance on Wednesday, November 11, 2020, and he thanked everyone who worked to make it a success. He recognized Assistant to the City Administrator/Economic Development Manager Ortega and Media Production Coordinator Eric Lowy. He congratulated Councilmember Shader, Mayor Smith, Mayor Pro Tem Yamaguchi, City Clerk Bob McKinnell, and City Treasurer Kevin Larson for winning their contests in the November election.

Councilmember Shader expressed her pleasure in getting to serve the people of Placentia for four (4) more years. She recognized Joanna Velasco who held a fundraiser on Saturday, November 14, 2020, for the Placentia Police Department K-9 Foundation and thanked everyone who supported the event. Councilmember Shader encouraged everyone to preregister for the City's latest Drive In Movie to be presented on Friday, November 20, 2020 at City Hall.

Councilman Wanke wished everyone a safe and happy Thanksgiving.

Mayor Pro Tem Yamaguchi congratulated Mayor Smith, Councilmember Shader, City Clerk Bob McKinnell, and City Treasurer Kevin Larson for winning their contests in the November election and thanked everyone who voted for him. He reminded everyone to continue to take precautions against the spread of COVID-19 and stated that the more individuals do, the more the community can do.

Mayor Pro Tem Yamaguchi announced that instead of the City's traditional tree lighting, the City will be presenting a Winter Wonderland Drive-Thru holiday joy ride at the Civic Center on December 3, 2020 from 4:30 until 9:30 p.m. For more information call the Community Services Department at (714) 993-8232. He thanked Eric Lowy and his production team for their work on the City's Virtual Veterans Day Ceremony.

Mayor Smith thanked everyone who worked on and participated in the City of Placentia's Virtual Veterans Day Observance Ceremony and recognized Placentia Police Department Captain Brad Butts, who oversees the City's Veterans Advisory Board, and the members of the Board for their commitment to the success of the Ceremony in spite of the unique circumstances presented by COVID-19 recommended guidelines.

Mayor Smith noted his participation in the Orange County City Selection Committee appointments to various Commissions and Committees throughout the County and announced that Councilmember Shader was appointed to the Housing and Community Development Committee. He congratulated former Placentia Mayor and former Placentia Yorba Linda Unified School Board President Carol Downey on her appointment to represent the 4th District Seat for the Senior Citizens Advisory Council.

Mayor Smith congratulated Mayor Pro Tem Yamaguchi, Councilmember Shader, City Clerk Bob McKinnell, and City Treasurer Kevin Larson for winning their contests in the November election.

Mayor Smith announced that Orange County had returned to the State of California's Purple Tier which is the most restrictive tier requiring restaurants, business centers, and places of worship to discontinue indoor operations. Movie theaters must close, and stores must limit customers to 25% capacity. Schools that have started in-person learning may continue but those that have yet to start in-person learning are prohibited from doing so. Mayor Smith reminded everyone to continue to wear a mask in public and maintain social distancing. For additional information visit California's COVID-19 website at www.COVID19.ca.gov.

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

Motion by Wanke, seconded by Green, and carried a (5-0) vote to approve 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/PPFA Regular Meeting: November 3, 2020
Recommended Action: Approve
(Approved 5-0, as recommended)

- 1.c. **City Fiscal Year 2020-21 Register for November 17, 2020**
Check Register
Fiscal Impact: \$1,762,027.27
Electronic Disbursement Register
Fiscal Impact: \$1,365,116.98
Recommended Action: It is recommended that the City Council:
1) Receive and file
(Received and filed)

- 1.d. **Resolution Establishing Federal Funding Disadvantaged Business Enterprise (DBE) Participation Level Goals for Fiscal Year 2020-21**
Fiscal Impact: There is no fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution R-2020-65, a Resolution of the City Council of the City of Placentia approving and adopting the anticipated Disadvantaged Business Enterprise ("DBE") participation levels for Federal Fiscal Year ("FFY") 2020-21; and
2) Authorize the City Administrator to execute Exhibit 9A, 9B and 9C and all other DBE documents as required.
(Approved 5-0, as recommended)

- 1.e. **Professional Services Agreement With RBI Traffic, Inc. for On-Call Traffic Control and Engineering Plan Check Services**
Fiscal Impact: Expense: \$ 25,000 Professional Services Agreement (103550-6290)
Budget: \$ 25,000 FY 2020-21 General Fund Engineering Fees
(100000-4310)
Recommended Action: It is recommended that the City Council:
1) Approve a Professional Services Agreement with RBI Traffic, Inc. for on-call traffic control and engineering plan check services for a term of three (3) years for a not-to-exceed amount of \$75,000; and
2) Authorize the City Administrator to approve contract amendments up to 10% of the contract not-to-exceed amount, or \$7,500; and
3) Authorize the City Administrator to approve the available contract term extension based on consultant performance and at the discretion of the City; and

- 4) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)

1.f. **Approval of Final Tract Map 19014 for Six (6) Three-Story Residential Buildings Consisting of 26 Condominium Units Located on Golden Avenue West of Rose Drive**

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

Recommended Action: It is recommended that the City Council:

- 1) Approve the Final Map for Tract 19014, subject to review and approval by the County Surveyor, and conditionally accept the offers of easement dedication for emergency access; and
- 2) Authorize the City Clerk to sign the final map; and
- 3) Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney; and
- 4) Accept the subsequent Subdivision Improvement Bonds securing the onsite grading improvements, public improvements, and survey monumentation accompanying the Subdivision Improvement Agreement per the Subdivision Map Act.

(Approved 5-0, as recommended)

1.g. **Professional Services Agreement With RHA Landscape Architects Planners, Inc. for Landscape Architecture Design Services for the La Placita Parkette Renovation Project No. 7011**

Fiscal Impact: Expense: \$ 99,790 Professional Services Agreement
Budget: \$ 640,000 FY 2020-21 CIP Budget Prop 68 Grant Project No. 7011 (507911-6185)

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for professional landscape architecture services for the La Placita Parkette renovation Project to RHA Landscape Architects Planners, Inc. for a not-to-exceed amount of \$99,790; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$9,979; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h. **Resolutions Authorizing Approval of Grant Applications for the Statewide Park Development and Community Revitalization Program (Round Four)**

Fiscal Impact: Expense: \$10,440,000 Prop 68 State Grant Funds
Revenue: \$10,440,000 Prop 68 State Grant Funds

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution Nos. R-2020-66 through R-2020-69, Resolutions of the City Council of the City of Placentia, California, approving the eligible project applications for the Statewide Park Development and Community Revitalization Program for Jaycee Parkette, Kraemer Memorial Park, McFadden Park, and Santa Fe Park; and
- 2) Find that the eligible projects are exempt from Environmental Review pursuant to Sections 15332, 15301 and 15304 of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; 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)

1.i. **Discussion and Adoption of Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority Which Permits the Merger of the Public Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund**

Fiscal Impact: Potential future savings based on being able to spread risks and operating costs to a larger base of members

Recommended Action: It is recommended that the City Council:

- 1) Adopt the Amended and Restated Joint Exercise of Powers Agreement and Bylaws for the California Intergovernmental Risk Authority (formerly Public Agency Risk Sharing Authority of California), which permits the merger of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

(Approved 5-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **First Quarter Budget Report**

<u>Fiscal Impact:</u> Fund	Revenues <u>(Including Transfers-In)</u>	Appropriations <u>(Including Capital & Transfers-Out)</u>
General Fund	\$ 2,323,202	\$ 1,236,508
Special Revenue	\$ 2,211,249	\$ 665,625
Capital Projects	\$ 1,191,152	\$ 0
Total	\$ 5,725,603	\$ 1,902,133

Recommended Action: It is recommended that the City Council:

- 1) Approve the First Quarter Budget Report and adopt Resolution No. R-2020-70, amending the City's 2020-21 Budget.

(Approved 5-0, as recommended)

City Administrator Arrula introduced Director of Finance Jessica Brown who provided a presentation on the Fiscal Year 2020-21 First Quarter Budget Report. Director Brown's presentation included an overview of 2019-20 General Fund unaudited actuals, 2020-21 requested budget adjustments, and a 2020-21 General Fund year end estimate.

Councilmember Green expressed his gratitude for the financial position of the City and appreciation for the presentation and Staff's dedication.

Councilmember Shader questioned the increase in budget amounts across all departments and when Staff received the most recent projections from financial consultants HdL and when the City will receive the next update.

Councilman Wanke expressed his amazement at the current and projected financial position of the City. He discussed the origin of the Reserve Fund and expressed his appreciation to the public for voting for Measure U in 2018.

Mayor Pro Tem Yamaguchi thanked the Finance Staff for the thorough presentation and expressed his appreciation for the financial position of the City. He cautioned Staff to keep tabs on the City's finances and cut back on spending if necessary.

Mayor Smith thanked Director Brown and her team for their work in compiling the update. He supported frequent reviews of the City's budget position throughout the current fiscal year. He expressed his appreciation for the passage of Measure U and the benefits it has provided the City. He noted the benefits realized from the teamwork of the community, Staff, and the City Council.

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

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Green requested that Staff bring back an item for Council to consider increasing the reserve level to 25%.

Councilmember Shader supported the request for consideration of increasing the reserve level and suggested that during the Fiscal Year 2021-22 Budget process would be an appropriate time to bring the item to Council. She clarified for the record that the Finance Department Staff will come back to Council with a Second Quarter Budget Update. Councilmember Shader wished everyone a happy Thanksgiving and expressed her gratitude for the City of Placentia.

Councilmember Wanke asked for Staff to research and bring back an item concerning the Community Choice Energy Program.

Mayor Smith wished everyone a safe and happy Thanksgiving.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:14 p.m. in memory of Elijah Adam Valbuena to a regular City Council meeting on Tuesday, December 1, 2020 at 6:00 p.m.

Ward L. Smith, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/Agency Secretary

City of Placentia
Check Register
For 12/01/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 908,747.76

Check Totals by ID

AP	908,747.76
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
Check Total: 908,747.76

Fund Name	Check Totals by Fund
101-General Fund (0010)	721,762.04
117-Measure U Fund (0079)	4,002.50
205-State Gas Tax (0017)	50,985.90
225-Asset Seizure (0021)	3,073.00
233-Gen Plan Update Fees (0074)	63.00
234-Technology Impact Fees (0075)	36.75
260-Street Lighting District (0028)	35,551.86
265-Landscape Maintenance (0029)	156.29
275-Sewer Maintenance (0048)	374.84
401-City Capital Projects (0033)	3,415.55
501-Refuse Administration (0037)	21,969.97
601-Employee Health & Wfres (0039)	6,602.15
605-Risk Management (0040)	19,631.91
701-Special Deposits (0044)	41,122.00

Check Total: 908,747.76 *WJ*

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 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	AFTERMATH SERVICES LLC V009949	HAZMAT CLEANING SVS	103043-6099 Professional Services	AP111920	375.00 JC2020-6524		00106208	11/20/2020
					Check Total:	375.00		
MW OH	ALLIANCE BUSINESS V011660	NOV FD STN INTERNET LINES	109595-6215 Telephone	AP111920	1,344.68 1061144		00106209	11/20/2020
					Check Total:	1,344.68		
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP111920	101.75 213614		00106210	11/20/2020
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP111920	185.00 213674		00106210	11/20/2020
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP111920	185.00 213879		00106210	11/20/2020
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP111920	185.00 213880		00106210	11/20/2020
					Check Total:	656.75		
MW OH	AT & T V008736	NOV POWELL BLDG INTERNET	109595-6215 Telephone	AP111920	52.05 NOV 2020		00106211	11/20/2020
MW OH	AT & T V008736	NOV FIRE STN 1 INTERNET	109595-6215 Telephone	AP111920	9.25 NOV FD1 20		00106211	11/20/2020
MW OH	AT & T V008736	NOV HVAC INTERNET	109595-6215 Telephone	AP111920	52.05 NOV HVAC 20		00106211	11/20/2020
MW OH	AT & T V008736	NOV PD YARD INTERNET	109595-6215 Telephone	AP111920	52.05 NOV PD 20		00106211	11/20/2020
					Check Total:	165.40		
MW OH	AT&T V007715	NOV FIRE STN 1 PHONE SVS	109595-6215 Telephone	AP111920	63.87 STA1 NOV 20		00106212	11/20/2020
MW OH	AT&T V007715	NOV FIRE STN 2 PHONE SVS	109595-6215 Telephone	AP111920	63.87 STA2 NOV 20		00106212	11/20/2020
					Check Total:	127.74		

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	B & M LAWN & GARDEN V000127	CHAINSAW CHAINS	103658-6301 Special Department Supplies	AP111920	264.47	474468		00106213	11/20/2020
				Check Total:	264.47				
MW OH	BIGGS CARDOSA V010461	SEPT ENGINEERING SVS	331801-6185 Construction Services	AP111920	3,415.55	79805-R1	P11852	00106214	11/20/2020
				Check Total:	3,415.55				
MW OH	CALIFORNIA FORENSIC V000232	SEPT BLOOD DRAWS	103040-6055 Medical Services	AP111920	453.20	1432	P11791	00106215	11/20/2020
MW OH	CALIFORNIA FORENSIC V000232	OCT BLOOD DRAWS	103040-6055 Medical Services	AP111920	453.20	1460	P11791	00106215	11/20/2020
				Check Total:	906.40				
MW OH	CALIFORNIA PARK & V000174	MEMBERSHIP - CROCKER	104070-6255 Dues & Memberships	AP111920	170.00	102220		00106216	11/20/2020
				Check Total:	170.00				
MW OH	CARAVEZ, ISAIAS V011136	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	51.82	IC100620MM		00106217	11/20/2020
MW OH	CARAVEZ, ISAIAS V011136	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	54.46	IC101920MM		00106217	11/20/2020
MW OH	CARAVEZ, ISAIAS V011136	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	51.82	IC102020MM		00106217	11/20/2020
				Check Total:	158.10				
MW OH	CARL WARREN & CO V008011	OCT LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP111920	1,661.00	CWC-2005141		00106218	11/20/2020
				Check Total:	1,661.00				
MW OH	CENTRAL SQUARE V011724	UNIFY SUBSCRIPTION (CAD2CAD)	101523-6136 Software Maintenance	AP111920	20,000.00	282796	P11891	00106219	11/20/2020
				Check Total:	20,000.00				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - VILLAPANDO	104071-6230 Printing & Binding	AP111920	19.92	ASCS001591		00106220	11/20/2020

City of Placentia
Check Register
For 11/19/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
					Check Total:	19.92		
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	AP111920	25.00 192E		00106221	11/20/2020
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	AP111920	25.00 196D		00106221	11/20/2020
MW OH	CLEAR CHOICE LIEN SALES OCT LIEN SERVICES V005847		103047-6182 Lien Services	AP111920	25.00 206B		00106221	11/20/2020
MW OH	CLEAR CHOICE LIEN SALES OCT LIEN SERVICES V005847		103047-6182 Lien Services	AP111920	100.00 211C		00106221	11/20/2020
					Check Total:	175.00		
MW OH	COAST EMS LLC V011441	BANDAGES	103066-6301 Special Department Supplies	AP111920	14.19 8775		00106222	11/20/2020
MW OH	COAST EMS LLC V011441	RESUSCITATORS	103066-6301 Special Department Supplies	AP111920	97.55 8776		00106222	11/20/2020
					Check Total:	111.74		
MW OH	CONTRERAS, JOSHUA V011352	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	62.17 JC100220MM		00106223	11/20/2020
MW OH	CONTRERAS, JOSHUA V011352	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	51.82 JC100820MM		00106223	11/20/2020
MW OH	CONTRERAS, JOSHUA V011352	PD TRAINING MILEAGE	213041-6250 Staff Training	AP111920	59.46 JC100920M		00106223	11/20/2020
					Check Total:	173.45		
MW OH	COPWARE INC V000172	2020 CALIFORNIA CODES	103040-6320 Books & Periodicals	AP111920	550.00 85367		00106224	11/20/2020
					Check Total:	550.00		
MW OH	COUNTY OF ORANGE V008881	OCT AFIS SERVICES	103040-6290 Dept. Contract Services	AP111920	2,301.00 SH 57503	P11802	00106225	11/20/2020
MW OH	COUNTY OF ORANGE V008881	SEPT CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP111920	1,104.51 SH 57444	P11803	00106225	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COUNTY OF ORANGE V008881	OCT CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP111920	1,104.51	SH 57558	P11803	00106225	11/20/2020
					Check Total:	4,510.02			
MW OH	COUNTY OF ORANGE V000715	JULY- SEPT 800MHZ COSTS	103043-6137 Repair Maint/Equipment	AP111920	11,465.00	SC12317	P11881	00106226	11/20/2020
MW OH	COUNTY OF ORANGE V000715	OCT-DEC 800MHZ COST	103043-6137 Repair Maint/Equipment	AP111920	11,465.00	SC12499	P11881	00106226	11/20/2020
					Check Total:	22,930.00			
MW OH	CRON & ASSOC V001603	TRANSCRIPTION SERVICES	103042-6290 Dept. Contract Services	AP111920	97.75	5832		00106227	11/20/2020
					Check Total:	97.75			
MW OH	DATA TICKET INC. V006119	SEPT CITATION PROCESSING	102533-6290 Dept. Contract Services	AP111920	880.00	117385		00106228	11/20/2020
					Check Total:	880.00			
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP111920	51.00	472536		00106229	11/20/2020
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP111920	179.00	472536		00106229	11/20/2020
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	101512-6099 Professional Services	AP111920	533.00	472536		00106229	11/20/2020
					Check Total:	763.00			
MW OH	DFS FLOORING INC V000099	JULY CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP111920	665.00	305857-58	P11902	00106230	11/20/2020
MW OH	DFS FLOORING INC V000099	AUG CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP111920	665.00	305857-59	P11902	00106230	11/20/2020
MW OH	DFS FLOORING INC V000099	SEPT CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP111920	665.00	305857-60	P11902	00106230	11/20/2020
MW OH	DFS FLOORING INC V000099	OCT CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP111920	665.00	305857-61	P11902	00106230	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	2,660.00				
MW OH	DOOLEY ENTERPRISES INC. V000347	AMMUNIITION	103043-6162 Range Training	AP111920	14,459.51	58936	P11878	00106231	11/20/2020
				Check Total:	14,459.51				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	127.60	TE102220MM		00106232	11/20/2020
				Check Total:	127.60				
MW OH	EMPLOYMENT V000203	JULY-SEPT UNEMPLOYMENT SVS	404581-5155 Employee Insurance Claims	AP111920	16,544.15	L0016661984		00106233	11/20/2020
				Check Total:	16,544.15				
MW OH	ENTENMANN-ROVIN CO V000342	CLOTH AWARD BAR	103041-6360 Uniforms	AP111920	24.75	0154926-IN		00106234	11/20/2020
				Check Total:	24.75				
MW OH	EQUALTOX LLC V011604	EMPLOYEE COVID TESTING SVS	101512-6099 / 50500-6099 Professional Services	AP111920	6,450.00	3		00106235	11/20/2020
				Check Total:	6,450.00				
MW OH	EXECUTIVE DISTRIBUTORS V011737	PATROL SHIELDS	213041-6840 Machinery & Equipment	AP111920	2,245.00	101920		00106236	11/20/2020
				Check Total:	2,245.00				
MW OH	FAIRWAY FORD V000376	ENGINE COOLANT PIPE	103658-6134 Vehicle Repair & Maintenance	AP111920	87.54	258548		00106237	11/20/2020
MW OH	FAIRWAY FORD V000376	ENGINE SUPPORT ROD	103658-6134 Vehicle Repair & Maintenance	AP111920	53.56	258847		00106237	11/20/2020
MW OH	FAIRWAY FORD V000376	INSULATOR ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP111920	94.37	258858		00106237	11/20/2020
MW OH	FAIRWAY FORD V000376	REPLACE RADIATOR HOSE	103658-6134 Vehicle Repair & Maintenance	AP111920	186.27	C67757		00106237	11/20/2020
				Check Total:	421.74				
MW OH	FIDELITY SECURITY LIFE	NOV VISION INSURANCE PMT	395083-5164	AP111920	1,179.52	164541521		00106238	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008132		Optical Insurance Premiums						
MW OH	FIDELITY SECURITY LIFE V008132	NOV VISION INSURANCE PMT	395000-4740 ISF Employee Optical Costs	AP111920	2,595.72	164541521		00106238	11/20/2020
				Check Total:	3,775.24				
MW OH	FIFTH AVENUE CLEANERS V010431	SEPT PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP111920	607.80	SEPTEMBER 20		00106239	11/20/2020
				Check Total:	607.80				
MW OH	FIS V008518	SEPT BL INTERCHANGE FEES	102020-6025 Third Party Administration	AP111920	80.19	34567760		00106240	11/20/2020
				Check Total:	80.19				
MW OH	GALLS LLC V000438	PD UNIFORMS	103041-6360 Uniforms	AP111920	188.51	016498709		00106241	11/20/2020
MW OH	GALLS LLC V000438	PD UNIFORMS	103041-6360 Uniforms	AP111920	80.80	016498783		00106241	11/20/2020
				Check Total:	269.31				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JOANITORIAL SUPPLIES	103654-6130 Repair & Maint/Facilities	AP111920	2,514.36	310170A	P11855	00106242	11/20/2020
				Check Total:	2,514.36				
MW OH	GST V009410	OCT IT SUPPORT SVS	101523-6290 Dept. Contract Services	AP111920	19,500.00	INV56110	P11777	00106243	11/20/2020
				Check Total:	19,500.00				
MW OH	HALO CONFIDENTIAL V011712	OCT PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP111920	8,431.80	0166	P11861	00106244	11/20/2020
MW OH	HALO CONFIDENTIAL V011712	SEPT PD TRAINING SVS	103040-6290 Dept. Contract Services	AP111920	3,437.50	0168T	P11861	00106244	11/20/2020
MW OH	HALO CONFIDENTIAL V011712	OCT PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP111920	3,600.00	0169	P11861	00106244	11/20/2020
				Check Total:	15,469.30				
MW OH	HAWK ANALYTICS	CELLHAWK SUBSCRIPTION	103042-6290	AP111920	4,995.00	23810		00106245	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009767		Dept. Contract Services						
				Check Total:	4,995.00				
MW OH	HDL COREN & CONE V001564	OCT-DEC PROPERTY TAX MGMT SVS	SVS02020-6099 Professional Services	AP111920	3,465.00	SIN004481A	P11800	00106246	11/20/2020
				Check Total:	3,465.00				
MW OH	HDL SOFTWARE LLC V011020	BUSINESS LICENSE USER FEE	101523-6136 Software Maintenance	AP111920	9,324.71	SIN004177		00106247	11/20/2020
				Check Total:	9,324.71				
MW OH	HEALTHPOINTE MEDICAL V010713	PRE EMPLOYMENT PHYSICALS	101512-6099 Professional Services	AP111920	543.00	30601-3363961		00106248	11/20/2020
				Check Total:	543.00				
MW OH	HF&H CONSULTANTS LLC V010575	JULY SB1383 CONSULTING SVS	374386-6099 Professional Services	AP111920	855.00	9717525	P11907	00106249	11/20/2020
MW OH	HF&H CONSULTANTS LLC V010575	AUG SB1383 CONSULTING SVS	374386-6099 Professional Services	AP111920	5,397.50	9717555	P11907	00106249	11/20/2020
MW OH	HF&H CONSULTANTS LLC V010575	SEPT SB1383 CONSULTING SVS	374386-6099 Professional Services	AP111920	3,669.00	9717644	P11907	00106249	11/20/2020
				Check Total:	9,921.50				
MW OH	HI SIGN V010900	VINYL GRAPHICS	103040-6301 Special Department Supplies	AP111920	226.28	8716		00106250	11/20/2020
				Check Total:	226.28				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP111920	100.00	30-20-345		00106251	11/20/2020
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP111920	100.00	30-20-348		00106251	11/20/2020
				Check Total:	200.00				
MW OH	IMPERIAL SPRINKLER V006506	CREDIT	103655-6130 Repair & Maint/Facilities	AP111920	-149.99	4390449-00		00106252	11/20/2020
MW OH	IMPERIAL SPRINKLER	IRRIGATION SUPPLIES	103655-6130	AP111920	238.16	4405531-00		00106252	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006506		Repair & Maint/Facilities						
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER VALVE	103655-6130 Repair & Maint/Facilities	AP111920	143.25	4405846-00		00106252	11/20/2020
Check Total:					231.42				
MW OH	IRVINE, JEFFREY V009851	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	210.75	J1101520MM		00106253	11/20/2020
MW OH	IRVINE, JEFFREY V009851	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	54.46	J1102020MM		00106253	11/20/2020
Check Total:					265.21				
MW OH	JACOBY, ERIC V010620	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP111920	5.00	B20-2050		00106254	11/20/2020
MW OH	JACOBY, ERIC V010620	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP111920	63.00	B20-2050		00106254	11/20/2020
MW OH	JACOBY, ERIC V010620	BLDG PERMIT REFUND	750000-4303 Technology Fee	AP111920	36.75	B20-2050		00106254	11/20/2020
MW OH	JACOBY, ERIC V010620	BLDG PERMIT REFUND	100000-4166 Heat/Ventilation Air Cond	AP111920	246.00	B20-2050		00106254	11/20/2020
Check Total:					350.75				
MW OH	KOA HILLS CONSULTING LLC V011519	00/26-30 CONSULTING SVS	796103-6840 Machinery & Equipment	AP111920	3,762.50	7399	P11793	00106255	11/20/2020
Check Total:					3,762.50				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	51.82	FL102020MM		00106256	11/20/2020
Check Total:					51.82				
MW OH	LN CURTIS & SONS V011267	CREDIT - PD UNIFORMS	103041-6360 Uniforms	AP111920	-90.37	CM23689		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	CREDIT - PD UNIFORMS	103041-6360 Uniforms	AP111920	-176.18	CM23690		00106257	11/20/2020
MW OH	LN CURTIS & SONS	CREDIT - PD UNIFORMS	103043-6360	AP111920	-123.82	CM23710		00106257	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011267		Uniforms						
MW OH	LN CURTIS & SONS V011267	CREDIT - PD UNIFORMS	103041-6360 Uniforms	AP111920	-293.63	CM23735		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	90.24	INV425231		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	21.51	INV426633		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	313.54	INV426643		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	471.88	INV426711		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	44.64	INV426969		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103042-6360 Uniforms	AP111920	162.98	INV427073		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103042-6360 Uniforms	AP111920	144.58	INV427156		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	88.39	INV427725		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP111920	247.43	INV428454		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103047-6360 Uniforms	AP111920	418.68	INV429349		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	36.00	INV429793		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	77.48	INV430436		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	50.41	INV431401		00106257	11/20/2020
MW OH	LN CURTIS & SONS	PD UNIFORMS	103047-6360	AP111920	143.47	INV432719		00106257	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011267		Uniforms						
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP111920	196.90	INV434967		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	16.89	INV436273		00106257	11/20/2020
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111920	25.50	INV436370		00106257	11/20/2020
				Check Total:	1,866.52				
MW OH	LOCOMOTION SOFTBALL V011739	BALLFIELD USAGE REFUND	100000-4385 Facility Rental	AP111920	334.00	2002825.002		00106258	11/20/2020
				Check Total:	334.00				
MW OH	MAKO OVERHEAD DOOR V011736	FIRE STN DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP111920	1,490.00	30593		00106259	11/20/2020
MW OH	MAKO OVERHEAD DOOR V011736	FIRE STN DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP111920	810.00	30791		00106259	11/20/2020
				Check Total:	2,300.00				
MW OH	MARC ELECTRIC V011731	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP111920	45.00	930005597		00106260	11/20/2020
				Check Total:	45.00				
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP111920	35.08	428322/5		00106261	11/20/2020
MW OH	MC FADDEN-DALE V000635	ADJUSTABLE SOCKET	103654-6301 Special Department Supplies	AP111920	14.98	428827/5		00106261	11/20/2020
				Check Total:	50.06				
MW OH	MCINERNEY, BRIAN V010193	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111920	51.82	BMC110620MM		00106262	11/20/2020
				Check Total:	51.82				
MW OH	MCPEEKS CDJR OF ANAHEIM V011285	TRANSMISSION REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP111920	4,127.35	6101129/2	P11901	00106263	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
					Check Total:	4,127.35		
MW OH	MINUTEMAN V007449	ENVELOPES FOR PD	103040-6315 Office Supplies	AP111920	216.77 36501		00106264	11/20/2020
					Check Total:	216.77		
MW OH	MUNICIPAL EMERGENCY V011423	FIREFIGHTER PPE	103066-6360 Uniforms	AP111920	2,797.31 IN1510525	P11822	00106265	11/20/2020
MW OH	MUNICIPAL EMERGENCY V011423	FIREFIGHTER PPE	103066-6360 Uniforms	AP111920	2,466.09 IN1510525	P11822	00106265	11/20/2020
					Check Total:	5,263.40		
MW OH	MUSCO SPORTS LIGHTING V008602	BALLFIELD LIGHT CONTROLLER	104071-6299 Other Purchased Services	AP111920	900.00 341286		00106266	11/20/2020
					Check Total:	900.00		
MW OH	NATIONAL BUSINESS V000669	PD ADMIN FURNITURE	103654-6130 Repair & Maint/Facilities	AP111920	4,962.94 MK550120	P11832	00106267	11/20/2020
					Check Total:	4,962.94		
MW OH	OFF THE BOAT FISH GRILL V011742	OUTDOOR DINING GRANT	103550-6301 Special Department Supplies	AP111920	2,000.00 11172020		00106268	11/20/2020
					Check Total:	2,000.00		
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111920	22.17 66935		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111920	144.05 66992		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP111920	30.34 67069		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP111920	10.21 67111		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP111920	9.74 67147		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES	OFFICE SUPPLIES	103040-6315	AP111920	90.53 67151		00106269	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111920	4.12	67162		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP111920	118.27	67225		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111920	53.51	B66935-1		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP111920	39.03	B66953-1		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111920	6.14	B66992-1		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP111920	27.91	B67111-1		00106269	11/20/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111920	13.14	B67151-2		00106269	11/20/2020
				Check Total:	569.16				
MW OH	ORANGE COUNTY V011002	OCT FACILITIES CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP111920	-248.65	B20-2095		00106270	11/20/2020
MW OH	ORANGE COUNTY V011002	OCT FACILITIES CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP111920	4,973.00	B20-2095		00106270	11/20/2020
MW OH	ORANGE COUNTY V011002	OCT FACILITIES CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP111920	-295.90	B20-2096		00106270	11/20/2020
MW OH	ORANGE COUNTY V011002	OCT FACILITIES CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP111920	5,918.00	B20-2096		00106270	11/20/2020
MW OH	ORANGE COUNTY V011002	OCT FACILITIES CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP111920	5,918.00	B20-2097		00106270	11/20/2020
MW OH	ORANGE COUNTY V011002	OCT FACILITIES CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP111920	-295.90	B20-2097		00106270	11/20/2020
MW OH	ORANGE COUNTY V011002	OCT FACILITIES CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP111920	-1,089.10	B20-2104		00106270	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY V011002	OCT FACILITIES CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP111920	21,782.00	B20-2104		00106270	11/20/2020
					Check Total:	36,661.45			
MW OH	ORANGE COUNTY V007306	OCT PARKING CITATIONS	0044-2038 Parking Fines	AP111920	1,793.00	103120		00106271	11/20/2020
MW OH	ORANGE COUNTY V007306	1ST QTR ANIMAL SHELTER CONST	103045-6130 Repair & Maint/Facilities	AP111920	15,797.88	AC2190008	P11880	00106271	11/20/2020
					Check Total:	17,590.88			
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103047-6360 Uniforms	AP111920	14.00	127370		00106272	11/20/2020
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103047-6360 Uniforms	AP111920	82.00	127371		00106272	11/20/2020
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103043-6360 Uniforms	AP111920	12.00	127473		00106272	11/20/2020
					Check Total:	108.00			
MW OH	PACIFIC EMBROIDERY V008348	SAMPLE JACKETS	109595-6999 Other Expenditure	AP111920	372.73	77965		00106273	11/20/2020
					Check Total:	372.73			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP111920	525.94	1020232060		00106274	11/20/2020
					Check Total:	525.94			
MW OH	PARTY! PARTY! INC V011741	HELIUM TANK RENTAL	104071-6301 Special Department Supplies	AP111920	225.00	1001		00106275	11/20/2020
					Check Total:	225.00			
MW OH	PLACENTIA YORBA LINDA V000794	GOLD FOIL FOLDERS	101512-6301 Special Department Supplies	AP111920	220.09	82PI0083		00106276	11/20/2020
					Check Total:	220.09			
MW OH	POMEROY III, MARTIN H V011732	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP111920	93.00	11052020		00106277	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	POMEROY III, MARTIN H V011732	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP111920	4.00	11052020		00106277	11/20/2020
				Check Total:	97.00				
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP111920	199.31	C 552876		00106278	11/20/2020
				Check Total:	199.31				
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PMT	109595-5110 Life Ins Allocation	AP111920	899.79	OCTOBER 20		00106279	11/20/2020
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP111920	678.61	OCTOBER 20		00106279	11/20/2020
				Check Total:	1,578.40				
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP111920	1,326.60	NOVEMBER 20		00106280	11/20/2020
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP111920	821.70	NOVEMBER 20		00106280	11/20/2020
				Check Total:	2,148.30				
MW OH	QIN, NIKKI NA V011738	SUPPLEMENTAL BL APP REFUND	100000-4101 Gross Receipts	AP111920	230.00	11052020		00106281	11/20/2020
				Check Total:	230.00				
MW OH	R F DICKSON CO INC V011193	SEPT STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP111920	12,048.47	2510478	P11755	00106282	11/20/2020
				Check Total:	12,048.47				
MW OH	RBI TRAFFIC INC V010707	TRAFFIC ENGINEERING SVS	103590-6290 Dept. Contract Services	AP111920	2,200.00	2694	P11866	00106283	11/20/2020
MW OH	RBI TRAFFIC INC V010707	SEPT TRAFFIC ENGINEERING SVS	103590-6290 Dept. Contract Services	AP111920	2,150.00	2694	P11866	00106283	11/20/2020
MW OH	RBI TRAFFIC INC V010707	OCT TRAFFIC ENGINEERING SVS	103590-6290 Dept. Contract Services	AP111920	2,700.00	2703	P11866	00106283	11/20/2020
				Check Total:	7,050.00				

City of Placentia
Check Register
For 11/19/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	RELIANCE STANDARD LIFE V008214	NOV INSURANCE PREMIUMS	109595-5163 Life Insurance Premiums	AP111920	4,603.95	110120 GL		00106284	11/20/2020
MW OH	RELIANCE STANDARD LIFE V008214	NOV INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP111920	4,616.97	110120 LTD		00106284	11/20/2020
MW OH	RELIANCE STANDARD LIFE V008214	NOV INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP111920	4,232.02	110120 STD		00106284	11/20/2020
Check Total:					13,452.94				
MW OH	ROMERO, JAVIER V011708	PROPERTY DAMAGE PMT	404582-6210 Liability Claims	AP111920	1,366.76	3004129A		00106285	11/20/2020
Check Total:					1,366.76				
MW OH	RYDIN DECAL V005931	PARKING PERMITS	103047-6230 Printing & Binding	AP111920	1,560.59	374353		00106286	11/20/2020
Check Total:					1,560.59				
MW OH	SAGECREST PLANNING V010576	ANDSEPT CONSULTING SVS	102532-6290 Dept. Contract Services	AP111920	9,560.00	2113	P11738	00106287	11/20/2020
MW OH	SAGECREST PLANNING V010576	ANDDOCT CONSULTING SVS	102532-6290 Dept. Contract Services	AP111920	13,000.00	2162	P11738	00106287	11/20/2020
Check Total:					22,560.00				
MW OH	SANTILLAN, GILBERT V011733	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP111920	4.00	11052020		00106288	11/20/2020
MW OH	SANTILLAN, GILBERT V011733	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP111920	33.00	11052020		00106288	11/20/2020
Check Total:					37.00				
MW OH	SIRCHIE V000936	AREA LIGHTING SYSTEM	103043-6301 / 50100-6301 Special Department Supplies	AP111920	2,297.50	0466963-IN		00106289	11/20/2020
Check Total:					2,297.50				
MW OH	SITEONE LANDSCAPE V011004	PLANTS	103655-6130 Repair & Maint/Facilities	AP111920	1,697.06	104103049-001		00106290	11/20/2020
Check Total:					1,697.06				

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SO CAL GAS V000909	SEPT-OCT GAS CHARGES	109595-6340 Natural Gas	AP111920	356.90	101920		00106291	11/20/2020
					Check Total:	356.90			
MW OH	SO CAL LAND MAINTENANCE V011102	EUG PARK MAINT SVS	103655-6115 Landscaping	AP111920	22,968.91	9115	P11748	00106292	11/20/2020
MW OH	SO CAL LAND MAINTENANCE V011102	NOV PARK MAINT SVS	103655-6115 Landscaping	AP111920	22,968.91	9237	P11748	00106292	11/20/2020
					Check Total:	45,937.82			
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY COSTS	286560-6330 Electricity	AP111920	35,551.86	110320		00106293	11/20/2020
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY COSTS	109595-6330 Electricity	AP111920	14,228.34	110320		00106293	11/20/2020
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY COSTS	109595-6330 / 21010-6330 Electricity	AP111920	9.93	110320		00106293	11/20/2020
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY COSTS	296561-6330 Electricity	AP111920	156.29	110320		00106293	11/20/2020
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY COSTS	109595-6330 / 21009-6330 Electricity	AP111920	27.41	110320		00106293	11/20/2020
					Check Total:	49,973.83			
MW OH	SOUTHWEST LIFT & V010959	PUMP COMPRESSOR REPAIRS	103658-6137 Repair Maint/Equipment	AP111920	1,098.71	8280		00106294	11/20/2020
					Check Total:	1,098.71			
MW OH	SPARKLETTS V000967	OCT WATER FILTER SYSTEM SVS	109595-6301 Special Department Supplies	AP111920	43.99	20765979 103120		00106295	11/20/2020
					Check Total:	43.99			
MW OH	STATE OF CALIFORNIA V006581	ENGINEER LICENSE RENEWAL	103551-6255 Dues & Memberships	AP111920	115.00	11102020		00106296	11/20/2020
					Check Total:	115.00			
MW OH	SUN PAC STORAGE	STORAGE CONTAINER RENTAL	103066-6301	AP111920	99.00	3595790		00106297	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011305		Special Department Supplies						
MW OH	SUN PAC STORAGE V011305	STORAGE CONTAINER RENTAL	103066-6301 Special Department Supplies	AP111920	99.00	3595791		00106297	11/20/2020
				Check Total:	198.00				
MW OH	SUPERION LLC V005987	10/4-17 BI-TECH UPGRADE SVS	796103-6840 Machinery & Equipment	AP111920	160.00	295623	P11766	00106298	11/20/2020
MW OH	SUPERION LLC V005987	10/18-24 BI-TECH UPGRADE SVS	796103-6840 Machinery & Equipment	AP111920	80.00	296352	P11766	00106298	11/20/2020
				Check Total:	240.00				
MW OH	TALX UC eXpress V002944	OCT UNEMPLOYMENT SVS	404581-6025 Third Party Administration	AP111920	60.00	2050158273		00106299	11/20/2020
				Check Total:	60.00				
MW OH	TD GRAPHICS V006944	PARKING CITATION PRINTING	103047-6230 Printing & Binding	AP111920	2,374.56	12055		00106300	11/20/2020
				Check Total:	2,374.56				
MW OH	TIAA COMMERCIAL FINANCE V010867	NOV PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP111920	2,175.92	7648354	P11794	00106301	11/20/2020
				Check Total:	2,175.92				
MW OH	TIME WARNER CABLE V004450	NOV EOC CABLE CHARGES	109595-6215 Telephone	AP111920	621.86	0034466102620		00106302	11/20/2020
MW OH	TIME WARNER CABLE V004450	NOV CH FIBER CHARGES	109595-6215 Telephone	AP111920	1,236.65	0347700102520		00106302	11/20/2020
MW OH	TIME WARNER CABLE V004450	NOV WHITTEN INTERNET	109595-6215 Telephone	AP111920	640.80	0347726102520		00106302	11/20/2020
MW OH	TIME WARNER CABLE V004450	NOV PW YARD INTERNET	109595-6215 Telephone	AP111920	640.80	0347858102620		00106302	11/20/2020
				Check Total:	3,140.11				
MW OH	TLC ANIMAL REMOVAL V011735	8/27 ANIMAL DISPOSAL SVS	103652-6099 Professional Services	AP111920	400.00	0000550		00106303	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	400.00				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	NOV LEGISLATIVE ADVOCACY SVS	101001-6001 Management Consulting Services	AP111920	5,000.00	16505	P11757	00106304	11/20/2020
				Check Total:	5,000.00				
MW OH	TRANSUNION RISK & V009317	OCT PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP111920	170.00	49451-202010-1		00106305	11/20/2020
				Check Total:	170.00				
MW OH	TUFFREE MIDDLE SCHOOL V007403	VETERANS DAY EVENT VOCAL SVS	101511-6301 / 79466-6301 Special Department Supplies	AP111920	100.00	TMS111120		00106306	11/20/2020
				Check Total:	100.00				
MW OH	TURBO DATA SYSTEMS INC V001238	OCT CITATION PROCESSING	103047-6290 Dept. Contract Services	AP111920	995.57	33724	P11801	00106307	11/20/2020
				Check Total:	995.57				
MW OH	UNDERGROUND SERVICE V010637	NOV DIG SAFE SERVICES	484356-6301 Special Department Supplies	AP111920	326.80	1020200529		00106308	11/20/2020
MW OH	UNDERGROUND SERVICE V010637	NOV REGULATORY COSTS	484356-6301 Special Department Supplies	AP111920	48.04	DSB20196098		00106308	11/20/2020
				Check Total:	374.84				
MW OH	UNITED RENTALS NORTH V001082	PLANER CONCRETE RENTAL	103652-6170 Equipment & Tool Rental	AP111920	150.57	187569604-001		00106309	11/20/2020
				Check Total:	150.57				
MW OH	US BANK ST PAUL V010025	2003 COP DEBT SVS PMT	0010-1150 Cash w/Fiscal Agent	AP111920	410,506.03	1682372		00106310	11/20/2020
				Check Total:	410,506.03				
MW OH	V & V MANUFACTURING INC V010393	ØD FLAT BADGE & CASE	103040-6299 Other Purchased Services	AP111920	111.12	51546		00106311	11/20/2020
MW OH	V & V MANUFACTURING INC V010393	ØRETIRE PD BADGE & CASE	103040-6299 Other Purchased Services	AP111920	102.12	51576		00106311	11/20/2020
MW OH	V & V MANUFACTURING INC V010393	ØD BADGES REPAIRS	103040-6299	AP111920	182.54	51657		00106311	11/20/2020

**City of Placentia
Check Register
For 11/19/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010393		Other Purchased Services						
MW OH	V & V MANUFACTURING INCD BADGES REPAIRS V010393		103040-6299 Other Purchased Services	AP111920	525.86	51658		00106311	11/20/2020
MW OH	V & V MANUFACTURING INK PD BADGES V010393		103040-6299 Other Purchased Services	AP111920	220.00	51659		00106311	11/20/2020
MW OH	V & V MANUFACTURING INCD BADGE V010393		103040-6299 Other Purchased Services	AP111920	100.92	51687		00106311	11/20/2020
MW OH	V & V MANUFACTURING INDISPATCH BADGES V010393		101515-6301 Special Department Supplies	AP111920	953.47	51708		00106311	11/20/2020
Check Total:					2,196.03				
MW OH	VERIZON WIRELESS V008735	OCT PD WIRELESS CHARGES	109595-6215 Telephone	AP111920	1,992.02	9865335698		00106312	11/20/2020
MW OH	VERIZON WIRELESS V008735	OCT CA IPAD CHARGES	109595-6215 Telephone	AP111920	38.01	9865335699		00106312	11/20/2020
MW OH	VERIZON WIRELESS V008735	OCT IPAD CHARGES	109595-6215 Telephone	AP111920	686.06	9865335700		00106312	11/20/2020
MW OH	VERIZON WIRELESS V008735	OCT COUNCIL IPAD CHARGES	109595-6215 Telephone	AP111920	220.95	9865335701		00106312	11/20/2020
MW OH	VERIZON WIRELESS V008735	OCT KRAEMER PUMP STATION	109595-6215 / 21009-6215 Telephone	AP111920	19.01	9865340246		00106312	11/20/2020
MW OH	VERIZON WIRELESS V008735	OCT KRAEMER PUMP STATION	109595-6215 Telephone	AP111920	19.00	9865340246		00106312	11/20/2020
Check Total:					2,975.05				
MW OH	WELLS FARGO VENOR FIN V010076	11/14-12/13 NS COPIER LEASE	109595-6215 Telephone	AP111920	188.36	5012506704		00106313	11/20/2020
MW OH	WELLS FARGO VENOR FIN V010076	NOV DISPATCH COPIER LEASE	109595-6215 Telephone	AP111920	294.89	5012553917		00106313	11/20/2020
Check Total:					483.25				
MW OH	WEST COAST ARBORISTS INOCT	RESIDENTIAL TREE MAINT	0044-2039	AP111920	295.00	165808		00106314	11/20/2020

City of Placentia
Check Register
For 11/19/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001124		Tree Trimming Deposits						
MW OH	WEST COAST ARBORISTS INC V001124	16-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP111920	17,735.90	163780	P11804	00106314	11/20/2020
MW OH	WEST COAST ARBORISTS INC V001124	16-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP111920	18,166.10	163780	P11804	00106314	11/20/2020
MW OH	WEST COAST ARBORISTS INC V001124	16-30 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP111920	12,736.25	164615	P11804	00106314	11/20/2020
MW OH	WEST COAST ARBORISTS INC V001124	1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP111920	2,347.65	165627	P11804	00106314	11/20/2020
MW OH	WEST COAST ARBORISTS INC V001124	1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP111920	5,440.35	165627	P11804	00106314	11/20/2020
				Check Total:	56,721.25				
MW OH	WILCOX SUPPLY INC V011734	WHEEL WEIGHTS	103658-6134 Vehicle Repair & Maintenance	AP111920	154.11	124835-1		00106315	11/20/2020
				Check Total:	154.11				
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP111920	64.64	734771		00106316	11/20/2020
				Check Total:	64.64				
MW OH	ZAMBRANO, FELIPE V003496	SUPPLIES REIMBURSEMENT	104079-6301 Special Department Supplies	AP111920	85.03	110420		00106317	11/20/2020
				Check Total:	85.03				
				Type Total:	908,747.76				
				Check Total:	908,747.76				

City of Placentia
Electronic Disbursement Register
For 12/01/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 446,916.01

EDR Totals by ID

AP	0.00
EP	446,916.01
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	350,703.90
208-Scssr Agency Ret Oblg (0054)	1,803.96
227-Explorer Grant NOC (0076)	58.86
228-NOC-Public Safety Grant(0061)	5,967.17
229-Comm Trans Hous Grant (0062)	59.89
265-Landscape Maintenance (0029)	4,226.13
275-Sewer Maintenance (0048)	9,790.77
281-OCATT Fund (0077)	35.55
501-Refuse Administration (0037)	2,222.84
601-Employee Health & Wifre (0039)	72,046.94

Void Total: 0.00
EDR Total: 446,916.01

Electronic Disbursement Sub Totals: 446,916.01

ACH Payroll Direct Deposit for 11/20/2020: 442,999.87

Electronic Disbursement Total: 889,915.88

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 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V006234	MEDICAL INSURANCE INTEREST	395000-4715 ISF Health Ins Reimbursement	ACH111720	174.27	10000001618083		00013853	11/17/2020
EP	CALIFORNIA PUBLIC V006234	FIRE MED INSURANCE INTEREST	395000-4715 ISF Health Ins Reimbursement	ACH111720	33.94	10000001618083		00013853	11/17/2020
Check Total:					208.21				
EP	PRINCIPAL LIFE INSURANCE V011518	OCT DENTAL CLAIMS PMT	395083-5130 Dental Claim	ACH111720	9,063.91	OCTOBER 20		00013854	11/17/2020
Check Total:					9,063.91				
EP	CALIFORNIA PUBLIC V006234	DEC FIRE UAL PAYMENT	105525-6906 CalPERS-Fire Term. Principal	ACH111920	29,005.93	DECEMBER 20		00013855	11/20/2020
EP	CALIFORNIA PUBLIC V006234	DEC FIRE UAL PAYMENT	105525-6916 CalPERS-Fire Term Interest	ACH111920	2,658.03	DECEMBER 20		00013855	11/20/2020
Check Total:					31,663.96				
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101515-5144 Employer CalPERS UAL	ACH111920	8,427.28	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101523-5144 Employer CalPERS UAL	ACH111920	14.34	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	102020-5144 Employer CalPERS UAL	ACH111920	3,456.28	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	102531-5144 Employer CalPERS UAL	ACH111920	55.93	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	102532-5144 Employer CalPERS UAL	ACH111920	28.68	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	102533-5144 Employer CalPERS UAL	ACH111920	14.34	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	102534-5144 Employer CalPERS UAL	ACH111920	1,461.51	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103040-5144 Employer CalPERS UAL	ACH111920	18,535.37	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC	NOV UAL PAYMENT	103041-5144	ACH111920	102,462.40	NOVEMBER 20		00013856	11/20/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employer CalPERS UAL						
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103042-5144 Employer CalPERS UAL	ACH111920	18,635.13	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103043-5144 Employer CalPERS UAL	ACH111920	57.36	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103047-5144 Employer CalPERS UAL	ACH111920	13,434.57	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103065-5144 Employer CalPERS UAL	ACH111920	81.69	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103550-5144 Employer CalPERS UAL	ACH111920	85.95	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103551-5144 Employer CalPERS UAL	ACH111920	27.25	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103590-5144 Employer CalPERS UAL	ACH111920	14.34	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103650-5144 Employer CalPERS UAL	ACH111920	9,947.11	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103652-5144 Employer CalPERS UAL	ACH111920	14,885.18	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103654-5144 Employer CalPERS UAL	ACH111920	12,418.65	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	103658-5144 Employer CalPERS UAL	ACH111920	4,134.77	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	104070-5144 Employer CalPERS UAL	ACH111920	67.35	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	104071-5144 Employer CalPERS UAL	ACH111920	8,312.56	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	104072-5144 Employer CalPERS UAL	ACH111920	14.34	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC	NOV UAL PAYMENT	296561-5144	ACH111920	3,806.82	NOVEMBER 20		00013856	11/20/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employer CalPERS UAL						
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	374386-5144 Employer CalPERS UAL	ACH111920	1,371.70	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	484356-5144 Employer CalPERS UAL	ACH111920	235.56	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	484376-5144 Employer CalPERS UAL	ACH111920	8,062.80	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	547525-5144 Employer CalPERS UAL	ACH111920	1,168.73	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101001-5144 Employer CalPERS UAL	ACH111920	43.02	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101002-5144 Employer CalPERS UAL	ACH111920	14.34	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101003-5144 Employer CalPERS UAL	ACH111920	14.34	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101511-5144 Employer CalPERS UAL	ACH111920	5,528.14	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	613041-5144 Employer CalPERS UAL	ACH111920	4,617.79	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101512-5144 Employer CalPERS UAL	ACH111920	56.64	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	773041-5144 Employer CalPERS UAL	ACH111920	35.55	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101513-5144 Employer CalPERS UAL	ACH111920	28.25	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	101514-5144 Employer CalPERS UAL	ACH111920	14.34	NOVEMBER 20		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0010-2140 Employee PERS W/H	ACH111920	476.28	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC	PERS P/E 10/31 PD 11/6	0010-2140	ACH111920	37,450.26	PR2001023		00013856	11/20/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0010-2150 Survivor Benefit Package	ACH111920	130.74	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0010-2195 PERS Uniform	ACH111920	17.69	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0029-2140 Employee PERS W/H	ACH111920	258.14	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0029-2140 Employee PERS W/H	ACH111920	159.95	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0029-2150 Survivor Benefit Package	ACH111920	0.86	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0029-2195 PERS Uniform	ACH111920	0.36	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0037-2140 Employee PERS W/H	ACH111920	490.55	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0037-2140 Employee PERS W/H	ACH111920	359.44	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0037-2150 Survivor Benefit Package	ACH111920	1.15	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0048-2140 Employee PERS W/H	ACH111920	886.40	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0048-2140 Employee PERS W/H	ACH111920	602.92	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0048-2150 Survivor Benefit Package	ACH111920	2.59	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0048-2195 PERS Uniform	ACH111920	0.50	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0054-2140 Employee PERS W/H	ACH111920	359.96	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC	PERS P/E 10/31 PD 11/6	0010-2140	ACH111920	53.52	PR2001023		00013856	11/20/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0054-2140 Employee PERS W/H	ACH111920	274.44	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0010-2140 Employee PERS W/H	ACH111920	58,640.00	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0054-2150 Survivor Benefit Package	ACH111920	0.83	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0061-2140 Employee PERS W/H	ACH111920	977.02	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0061-2140 Employee PERS W/H	ACH111920	370.88	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0061-2150 Survivor Benefit Package	ACH111920	0.93	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0061-2195 PERS Uniform	ACH111920	0.55	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0062-2140 Employee PERS W/H	ACH111920	31.61	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0062-2140 Employee PERS W/H	ACH111920	28.22	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0062-2150 Survivor Benefit Package	ACH111920	0.06	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0076-2140 Employee PERS W/H	ACH111920	58.75	PR2001023		00013856	11/20/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/31 PD 11/6	0076-2150 Survivor Benefit Package	ACH111920	0.11	PR2001023		00013856	11/20/2020
Check Total:					343,205.11				
EP	ACOSTA, JOAQUIN E000017	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.39	DECEMBER 20		00013858	12/01/2020
Check Total:					203.39				
EP	ALDWIR, MAMOUN	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120120	1,204.20	DECEMBER 20		00013859	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000113		Health Insurance Premiums						
				Check Total:	1,204.20				
EP	ANDERSON, MARLA E000071	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013860	12/01/2020
				Check Total:	545.78				
EP	ARMSTRONG, JOHN T E000046	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	922.05	DECEMBER 20		00013861	12/01/2020
				Check Total:	922.05				
EP	AUDISS, JAY SCOTT E000125	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,755.00	DECEMBER 20		00013862	12/01/2020
				Check Total:	1,755.00				
EP	BABCOCK, CHARLES A E000015	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	374.00	DECEMBER 20		00013863	12/01/2020
				Check Total:	374.00				
EP	BEALS, SHARLENE E000076	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.39	DECEMBER 20		00013864	12/01/2020
				Check Total:	203.39				
EP	BERMUDEZ, ALBERT E000124	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	480.93	DECEMBER 20		00013865	12/01/2020
				Check Total:	480.93				
EP	BONESCHANS, DENNIS E000020	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.39	DECEMBER 20		00013866	12/01/2020
				Check Total:	203.39				
EP	BUNNELL, DONALD E000062	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013867	12/01/2020
				Check Total:	545.78				
EP	BURGNER, ARTHUR E000074	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013868	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	545.78				
EP	BUSSE, MICHAEL E000131	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,260.00	DECEMBER 20		00013869	12/01/2020
				Check Total:	1,260.00				
EP	CHANDLER, JOHN P E000109	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,403.00	DECEMBER 20		00013870	12/01/2020
				Check Total:	1,403.00				
EP	CHANG, ROBERT E000107	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,300.00	DECEMBER 20		00013871	12/01/2020
				Check Total:	1,300.00				
EP	COBBETT, GEOFFREY E000007	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013872	12/01/2020
				Check Total:	545.78				
EP	COOK, ARLENE M E000018	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013873	12/01/2020
				Check Total:	545.78				
EP	D'AMATO, ROBERT E000056	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.39	DECEMBER 20		00013874	12/01/2020
				Check Total:	203.39				
EP	DAVID, PRESTON E000112	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013875	12/01/2020
				Check Total:	545.78				
EP	DAVIS, CAROLYN E000005	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013876	12/01/2020
				Check Total:	545.78				
EP	DELOS SANTOS, JAMIE E000045	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	506.24	DECEMBER 20		00013877	12/01/2020
				Check Total:	506.24				
EP	DICKSON, ROBERTA JO	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120120	203.39	DECEMBER 20		00013878	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000011		Health Insurance Premiums						
				Check Total:	203.39				
EP	DOWNEY, CAROL E000082	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013879	12/01/2020
				Check Total:	545.78				
EP	ECKENRODE, NORMAN E000029	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013880	12/01/2020
				Check Total:	545.78				
EP	ESCOBOSA, LILLIAN E000055	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013881	12/01/2020
				Check Total:	545.78				
EP	ESPINOZA, ROSALINDA E000016	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	583.00	DECEMBER 20		00013882	12/01/2020
				Check Total:	583.00				
EP	FRICKE, JUERGEN E000075	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	883.00	DECEMBER 20		00013883	12/01/2020
				Check Total:	883.00				
EP	FULLER, GLENN H E000081	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	883.00	DECEMBER 20		00013884	12/01/2020
				Check Total:	883.00				
EP	GALLANT, KAREN E000008	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013885	12/01/2020
				Check Total:	545.78				
EP	GARNER, JO ANN E000047	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013886	12/01/2020
				Check Total:	545.78				
EP	GARNER, KITTY E000080	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	888.44	DECEMBER 20		00013887	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	888.44				
EP	GRIMM, DENNIS L E000042	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	596.00	DECEMBER 20		00013888	12/01/2020
				Check Total:	596.00				
EP	HOLTSCLAW, KATHERINE E000121	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	506.24	DECEMBER 20		00013889	12/01/2020
				Check Total:	506.24				
EP	IRVINE, SUZETTE E000019	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013890	12/01/2020
				Check Total:	545.78				
EP	JENKINS, ROBERT E000084	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	563.78	DECEMBER 20		00013891	12/01/2020
				Check Total:	563.78				
EP	JOHNSON, SHARON E000099	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013892	12/01/2020
				Check Total:	545.78				
EP	JONES, ROBERT E000053	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	188.03	DECEMBER 20		00013893	12/01/2020
				Check Total:	188.03				
EP	JUAREZ, JANET E000134	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	515.04	DECEMBER 20		00013894	12/01/2020
				Check Total:	515.04				
EP	JUDD, TERRELL E000115	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,305.00	DECEMBER 20		00013895	12/01/2020
				Check Total:	1,305.00				
EP	KIRKLAND, RICHARD L E000110	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	188.03	DECEMBER 20		00013896	12/01/2020
				Check Total:	188.03				
EP	LITTLE, DIANE M	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120120	596.00	DECEMBER 20		00013897	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000098		Health Insurance Premiums						
				Check Total:	596.00				
EP	LOOMIS, CORINNE E000122	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	515.04	DECEMBER 20		00013898	12/01/2020
				Check Total:	515.04				
EP	LOWREY, B J E000041	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	374.00	DECEMBER 20		00013899	12/01/2020
				Check Total:	374.00				
EP	MAERTZWEILER, MICHAEL ILAN E000032	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013900	12/01/2020
				Check Total:	545.78				
EP	MANNING, VEDA M E000063	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.39	DECEMBER 20		00013901	12/01/2020
				Check Total:	203.39				
EP	MILANO, JAMES E000054	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013902	12/01/2020
				Check Total:	545.78				
EP	MILLER, RICHARD E000106	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,074.00	DECEMBER 20		00013903	12/01/2020
				Check Total:	1,074.00				
EP	MOORE, LARRY W E000044	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.39	DECEMBER 20		00013904	12/01/2020
				Check Total:	203.39				
EP	OLEA, ARLENE J E000014	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013905	12/01/2020
				Check Total:	545.78				
EP	PALMER, GEORGE E000094	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,155.00	DECEMBER 20		00013906	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,155.00				
EP	PASCARELLA, RICHARD E000129	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,755.00	DECEMBER 20		00013907	12/01/2020
				Check Total:	1,755.00				
EP	PASCUA, RAYNALD E000114	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,738.00	DECEMBER 20		00013908	12/01/2020
				Check Total:	1,738.00				
EP	PASPALL, MIHAJLO E000085	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	515.06	DECEMBER 20		00013909	12/01/2020
				Check Total:	515.06				
EP	PEREZ, ROBERT E000111	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	188.03	DECEMBER 20		00013910	12/01/2020
				Check Total:	188.03				
EP	PICHON, WALTER E000103	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	245.78	DECEMBER 20		00013911	12/01/2020
				Check Total:	245.78				
EP	PINEDA, MATEO E000127	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	539.86	DECEMBER 20		00013912	12/01/2020
				Check Total:	539.86				
EP	PISCHEL, STEPHEN E000130	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,305.00	DECEMBER 20		00013913	12/01/2020
				Check Total:	1,305.00				
EP	POINT, ERIC E000133	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,821.00	DECEMBER 20		00013914	12/01/2020
				Check Total:	1,821.00				
EP	REDIFER, KIM R E000022	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	883.00	DECEMBER 20		00013915	12/01/2020
				Check Total:	883.00				
EP	RENDEN, BRIAN	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120120	856.34	DECEMBER 20		00013916	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000083		Health Insurance Premiums						
				Check Total:	856.34				
EP	REYES, ROGER T E000024	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013917	12/01/2020
				Check Total:	545.78				
EP	REYNOLDS, MATTHEW E000132	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	515.04	DECEMBER 20		00013918	12/01/2020
				Check Total:	515.04				
EP	RICE, RUSSELL J E000059	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,403.00	DECEMBER 20		00013919	12/01/2020
				Check Total:	1,403.00				
EP	RISHER, THOMAS A E000013	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013920	12/01/2020
				Check Total:	545.78				
EP	RIVERA, AIDA E000026	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.39	DECEMBER 20		00013921	12/01/2020
				Check Total:	203.39				
EP	ROACH, MICHAEL E000105	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,403.00	DECEMBER 20		00013922	12/01/2020
				Check Total:	1,403.00				
EP	ROBB, SANDRA E000043	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013923	12/01/2020
				Check Total:	545.78				
EP	ROKOSZ, KEN A E000035	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	583.00	DECEMBER 20		00013924	12/01/2020
				Check Total:	583.00				
EP	ROSE, RICHARD D E000050	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	989.58	DECEMBER 20		00013925	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	989.58				
EP	SALE, LEE R E000031	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013926	12/01/2020
				Check Total:	545.78				
EP	SANCHEZ, LAURA E000058	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.39	DECEMBER 20		00013927	12/01/2020
				Check Total:	203.39				
EP	SCHLIEDER, BEVERLY E000120	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,707.75	DECEMBER 20		00013928	12/01/2020
				Check Total:	1,707.75				
EP	SMITH, WARD E000128	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,360.00	DECEMBER 20		00013929	12/01/2020
				Check Total:	1,360.00				
EP	SOMOYA, JOHN P E000089	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	883.00	DECEMBER 20		00013930	12/01/2020
				Check Total:	883.00				
EP	SOTO, PHILIP J E000052	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013931	12/01/2020
				Check Total:	545.78				
EP	SPRAGUE, GARY A E000064	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,260.00	DECEMBER 20		00013932	12/01/2020
				Check Total:	1,260.00				
EP	STEPHEN, JEFFREY E000119	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,232.81	DECEMBER 20		00013933	12/01/2020
				Check Total:	1,232.81				
EP	TAYLOR, DAVID M E000088	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	560.00	DECEMBER 20		00013934	12/01/2020
				Check Total:	560.00				
EP	TAYLOR, LINDA	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120120	571.29	DECEMBER 20		00013935	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000126		Health Insurance Premiums						
				Check Total:	571.29				
EP	THOMANN, DARYLL L E000101	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	545.78	DECEMBER 20		00013936	12/01/2020
				Check Total:	545.78				
EP	TRIFOS, WILLIAM E000104	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,378.00	DECEMBER 20		00013937	12/01/2020
				Check Total:	1,378.00				
EP	VALENTINE, THOMAS E000118	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	596.00	DECEMBER 20		00013938	12/01/2020
				Check Total:	596.00				
EP	VERSTYNEN, WILLIAM E000092	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	188.03	DECEMBER 20		00013939	12/01/2020
				Check Total:	188.03				
EP	WAHL, KATHLEEN A E000030	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	203.00	DECEMBER 20		00013940	12/01/2020
				Check Total:	203.00				
EP	WIEST, STEPHEN E000079	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	546.00	DECEMBER 20		00013941	12/01/2020
				Check Total:	546.00				
EP	WORDEN, LARRY M E000116	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	596.00	DECEMBER 20		00013942	12/01/2020
				Check Total:	596.00				
EP	YAMAGUCHI, BRIAN E000123	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,360.00	DECEMBER 20		00013943	12/01/2020
				Check Total:	1,360.00				
EP	ZINN, JOHN E000009	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120120	1,189.78	DECEMBER 20		00013944	12/01/2020

City of Placentia
Electronic Disbursement Register
For 11/23/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,189.78				
				Type Total:	446,916.01				
				Check Total:	446,916.01				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ACTING DEPUTY CITY ADMINISTRATOR
DATE: DECEMBER 1, 2020
SUBJECT: **AWARD OF CONTRACT FOR CITY HALL CARPET REPLACEMENT**

FISCAL
IMPACT: EXPENSE: \$ 79,882.50 PUBLIC WORKS AGREEMENT (795005-6185)
BUDGET: \$ 182,847.54 FY 2020-21 CIP BUDGET (795005-6185)

SUMMARY:

On September 15, 2020, the City Council approved an amendment to the Fiscal Year (FY) 2020-21 Budget to include unspent appropriations from the FY 2019-20 budget and carry forward incomplete Capital Projects from FY 2019-20 Capital Improvement Program (CIP) Budget to the FY 2020-21 Budget. As part of this budget amendment, the City Campus Renovation Project was carried forward to complete the renovation of the interior space of City Hall. In FY 2019-20, the City Council awarded several contracts for improvements to the Placentia Police Department to provide for new interior paint, carpeting, and stainless-steel wall paneling throughout the facility. For FY 2020-21, Staff will complete similar improvements for the remainder of City Hall.

This recommended action will approve the award of an agreement to TS Carpet & Design Center (TS) to replace the existing carpet at City Hall. This project will replace the existing carpet throughout City Hall except for the Council Chambers and Emergency Operations Center wherein the carpet was replaced within the past three (3) years. The existing carpet in City Hall is over 20 years old. The scope of work includes the furnishing of all labor, materials, and tools required for the replacement of the existing carpet. The existing rolled carpet will be replaced with carpet tiles.

RECOMMENDATION:

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

1. Approve a Public Works Agreement with TS Carpet & Design Center for carpet replacement at City Hall in the amount of \$79,882.50; and
2. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$7,988.25; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1. d.
December 1, 2020

DISCUSSION:

The City's existing Purchasing and Contract Guidelines allow for the "piggybacking" onto previously bid and awarded contracts by other public agencies. In 2019, the City received three (3) bids from contractors to remove existing carpet and install new carpet throughout the Police station. On September 24, 2019, the City Council awarded an agreement to TS for the project. This agreement was previously subjected to competitive bid pricing rules set forth in the City's Purchasing Policy. TS has agreed to extend the same competitively bid unit pricing provided for the police station carpet to the City for the same carpet style and type for City Hall.

The recommended action will approve the award of an agreement to TS to replace the existing carpet at City Hall except for the Council Chambers and Emergency Operations Center (EOC) where the carpet has been replaced within the past three (3) years. The remaining carpet in City Hall is over 20 years old. The scope of work includes the furnishing of all labor, materials, and tools required to replace all the carpet exclusive of the Council Chambers and EOC in the common areas as well as individual offices and conference rooms. The existing carpet will be replaced with the same style carpet tiles used within the police station.

Staff recommends awarding a contract to TS Carpet & Design Center for the Project. Should the City Council elect to award this contract, the work is anticipated to begin during the scheduled City Hall holiday closure.

FISCAL IMPACT:

A total of \$182,847.54 has been budgeted in the FY 2020-21 CIP Budget for various improvements to City Hall. As such, sufficient funds exist for the recommended actions. The following table summarizes the costs associated with the award of this contract:

Construction Contract Amount	\$79,882.50
Construction Contingency @ 10%	\$ 7,988.25
Total Project Cost	\$87,870.75

Prepared by:



Elsa Robinson
Management Analyst

Reviewed and approved:



Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:

Jessica Brown

Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Public Works Agreement with TS Carpet & Design Center

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
CITY HALL CARPET REPLACEMENT PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 1ST day of December 2020 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and TS CARPET & DESIGN CENTER, (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the replacement and installation of new carpet throughout City Hall as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean TS Carpet & Design Center a California corporation, located at 320 Orangethorpe Avenue, Suites A & B, Placentia, CA 92870.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

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

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, may be approved by the City Administrator. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding ten percent (10%) of the Contract Sum must be approved by the City Council. It is expressly understood by Contractor that the provisions

of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Seventy-Nine Thousand, Eight Hundred Eighty-Two Dollars and Fifty-Two Cents (\$79,882.50) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and

acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 1, 2021, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Tom Solomonson

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

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

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

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

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

6.0 INSURANCE AND INDEMNIFICATION

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

Conditions:

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

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

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

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

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

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

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

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

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

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The

certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City

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

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to

bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Administrator or his/her designee, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn: Elsa Robinson

To Contractor: TS Carpet & Design Center
320 Orangethorpe Avenue, Suites A & B
Placentia, CA 92870
Attn: Tom Solomonson

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

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

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or

unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe

and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

8.26 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Acting Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Elsa Robinson, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Acting Deputy City Administrator

Date: _____

EXHIBIT A
SCOPE OF SERVICES

TS Carpet & Design Center



TS Carpet & Design Center

Distinctive Carpet, Tile and Hardwoods

License # 910442
 320 Orangethorpe Ave., Suites A & B
 Placentia, CA 92870
 714-572-7333 Showroom Phone
 714-572-1024 Fax

OLD TO: City of Placentia Public Works 401 E. Chapman Avenue Placentia, CA 92870	PROJECT: City of Placentia Public Works 401 E. Chapman Avenue Placentia, CA 92870	ESTIMATE# 3967
Attn: Elsa Robinson	Phone:	Fax:
date: 17-Nov-2020		

LINE ITEM ESTIMATE

	QTY.	UNIT	MATERIAL	LABOR	TOTAL
Demo existing glue down carpet & glue down carpet base, Dispose at landfill	1542.00	sq yd		\$3,464.87	\$3,464.87
Scrape floor & prepare for new glue down carpet	1542.00	lot		\$3,464.87	\$3,464.87
Install "Dynamo" in City Hall Offices	1697.00	sq yd	\$31,624.27	\$12,710.53	\$44,334.80
Install 5" wooden cove base (Staining & sealing by City) in same areas	3087.00	ln ft	\$13,723.88	\$9,248.65	\$22,972.53
Pails of glue for carpet tile	79.00	ea	\$4,209.71		\$4,209.71
Install new black rubber reducers in doorways with carpet to VCT/tile	8.00	ea	\$121.80	\$119.84	\$241.64
Remove & reinstall toilet (Mayor & City Admin office)	1.00	ea	\$22.84	\$149.80	\$172.64
Install transitions from VCT/Carpet tiles	7.00	ea	\$159.88	\$262.15	\$422.01
Any preexisting (condition) requiring floor repairs to be added to cost of project					
California AB2398-.35 per yard Economic Carpet Recovery charge	1697.00	yds	\$599.41		\$599.41

Project estimated to take 4 phases starting on Friday evenings.
 The plan would be to work Friday night & Saturday to complete each phase
 If any one of the phases run late, we can finish them on a Sunday

We will install the hallways first starting with the Police Station hall transition

Qualifications:

bid includes transportation of wooden base from Mill to Placentia City Corporate Yard

bid does not include any major sub floor repairs (hidden conditions)

bid excludes moving any furniture. Moving furniture, if required to be billed at Time & Material basis

Total Price: \$79,882.50
 Incl. Tax

Carpet/Resil Subtotal
Wood Subtotal
Ceramic Subtotal
Subtotal
Subtotal
Subtotal

unless specifically noted above, the following applies to all pricing: Work shall be normal working hours Monday-Friday.
 excessive subfloor preparation, furniture moving, removal of existing floorcoverings, cleaning, waxing and protection
 are not included. Field-authorized work shall be billed at \$85.00 per man-hour plus the cost of all materials that may
 be required. If Moisture Vapor Emission exceeds Mfg requirements, Warranties are void. Price includes applicable taxes and freight.

ACCEPTANCE OF THIS PROPOSAL constitutes a contract. The prices, specifications and conditions of this Proposal are satisfactory and hereby accepted. TS Carpet & Design Center is authorized to do the work as described. Payment will be made as outlined within this document. My signature below constitutes agreement to the amount of the contract based upon the provisions and Qualifications stated above, as well as agreement to pay reasonable attorney or collection agency fees, together with all court costs should it be necessary for Trevcourt Inc., dba TS Carpet & Design Center to retain the services of an attorney or collection agency.

A Finance charge of 1 1/2% per month starting with the Invoice date (18% APR) will be charged for all invoice amounts unpaid after due date.

Sincerely,

Tom Soforson
 T/S Carpet & Design Center

Accepted By:
 City of Placentia Public Works

Date

Terms: 50% Material Billing or deposit required
 Balance net 30 days (Upon substantial completion)

EXHIBIT B

SCHEDULE OF PERFORMANCE

The schedule of performance for this project requires the contractor to substantially complete this project by January 31, 2021.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

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

Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)

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

C. Automobile Liability Insurance

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

D. Standards for Insurance Companies

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

E. Documentation

- The Certificate of Insurance shall include the following reference: 5005
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ACTING DEPUTY CITY ADMINISTRATOR
DATE: DECEMBER 1, 2020
SUBJECT: **MAINTENANCE SERVICES AGREEMENT FOR CARPET CLEANING SERVICES WITH DFS FLOORING**

FISCAL
IMPACT: EXPENSE: \$ 8,482 ANNUAL CONTRACT AMOUNT
BUDGETED: \$ 8,482 FISCAL YEAR 2020-21 OPERATING BUDGET
(103654-6301)

SUMMARY:

This proposed Maintenance Services Agreement provides for carpet cleaning services at City Hall and the Police station. The scope of work includes cleaning high traffic carpet areas once per month, moderate traffic areas once every three months, and light traffic areas once per year. Moderate and light traffic areas are spot cleaned as needed. The City recently received three (3) bids from three (3) different vendors for these services. DFS Flooring (DFS) provided the lowest bid amount of \$8,482 per year. Although this dollar amount is within the City Administrator's administrative approval limit, the grand total contract amount in aggregate exceeds the Administrator's approval limit and is thus presented to the City Council for its consideration and approval. This proposed action will award a three-year agreement with a potential two-year term extension to DFS for an annual not-to-exceed amount of \$8,482 or \$25,446 for a cumulative not-to-exceed three-year contract amount.

RECOMMENDATION:

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

1. Approve a Maintenance Services Agreement in an amount not-to-exceed \$25,446 for an initial three (3) year contract term, with the option to extend for one (1) additional two-year term; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the total contract not-to-exceed amount, or \$2,544; and
3. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City; and

1. e.
December 1, 2020

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

DISCUSSION:

The City has utilized DFS for the past three years for carpet cleaning services at City Hall and the Police station. Throughout this period, they have delivered exceptional service; however Staff solicited new bids for these services to ensure the City continues to receive competitive pricing for this scope of work. On October 20, 2020, the City received three (3) bids from vendors to provide carpet cleaning services and a summary of the bids received are noted in the table below:

Vendor	Bid Amount
DFS Flooring	\$ 8,482.00
Servi-tek	\$ 9,128.56
Pegasus Building Services	\$ 11,338.00

Staff reviewed the bids received and determined that DFS submitted the lowest responsive, responsible bid price for these services. Based on the bid amount received and the City's recent experience with DFS, Staff recommends the City Council award a Maintenance Services Agreement to DFS for an initial three (3) year contract term along with one (1) potential two-year term extension for a cumulative three-year not-to-exceed amount of \$25,446.

FISCAL IMPACT:

The agreement with DFS is for a term of three (3) years for a cumulative not-to-exceed contract amount of \$25,446, with the option to extend for one (1) additional two-year term based upon contractor performance and at the discretion of the City. Funding for these services has been included in the Fiscal Year 2020-21 Operating Budget. As such, sufficient funds exist for the recommended actions.

Prepared by:

 11/25/20

Joel Cardenas
Public Works Superintendent

Reviewed and approved:



Luis Estevez
Acting Deputy City Administrator

Reviewed and approved

Jessica Brown

Jessica Brown
Director of Finance

Reviewed and approved:

Damien R. Arrula

Damien R. Arrula
City Administrator

Attachment:

Maintenance Services Agreement with DFS Flooring

**CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH DFS FLOORING**

THIS AGREEMENT is made and entered into this 1st day of December, 2020 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and DFS FLOORING, a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide for carpet cleaning and other maintenance services for the City Hall and the Police Department, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

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

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

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

- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by

City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A." Contractor's total compensation shall not exceed Twenty Five Thousand Two Hundred Dollars (\$ 25,200.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding ten percent (10%) of the Contract Sum must be approved by the City Council.

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

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

3.0. TIME OF PERFORMANCE

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

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on December 1, 2024 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for an one (1) additional two-year term based on the City's discretion and contractor performance.

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

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance before commencing any of the work.

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

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

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

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

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Contractor without the express written approval by the City. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and

c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

DFS FLOORING
10178 Willow Creek Rd.
San Diego, CA, 92131
Tel: 714-493-9864
Fax:858-630-5147
Attn: Steve Warble, Maintenance
Division Manager

IF TO CITY:

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

Attn: Joel Cardenas, Public
Works Superintendent

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

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

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

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

6.9. Independent Contractor. Contractor is and shall be acting at all times as an

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs,

files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

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

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

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

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Joel Cardenas, Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK



November 12, 2020

Joel Cardenas
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Dear Joel,

On behalf of DFS Flooring, Inc., thank you for the opportunity to present our Carpet Maintenance Proposal.

This proposal is the result of our conversation and our experience in providing like services for you and at similar locations throughout North America. With DuPont's nylon history, chemistry, technology and expertise, the best way to maintain carpet quality and ensure long term performance is to have a DuPont based Service Maintenance Program. We have prepared this proposal with the specific needs of your facility in mind.

Service Program: Clean carpet in high traffic areas once a month (twelve times per year), moderate traffic areas once every three months (four times per year) and light traffic areas once a year. Moderate areas not being cleaned will be spot cleaned.

Service would include:

- Application of DuPont's patented proprietary low moisture soil encapsulation cleaning solution (ResisTech™).
- Pretreat carpet where necessary with DuPont Prespray and Extraction Solution.
- Hot Water Extraction where necessary.
- Post Spotting as necessary.

Investment - \$ 709.00 per month (\$8,482 per year)

Thank you for the opportunity to provide this pricing and we look forward to helping you achieve your flooring goals.

Sincerely,

A handwritten signature in cursive script that reads "Steve Warble".

10-20-20
Date

Steve Warble
Maintenance Division Manager

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2020

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

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

PRODUCER SullivanCurtisMonroe Insurance Services/HB 1920 Main Street, Suite 600 Irvine, CA 92614		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
www.SullivanCurtisMonroe.com		License # 0E83670		INSURER(S) AFFORDING COVERAGE	
INSURED DFS Flooring, LP 15651 Saticoy St. Van Nuys CA 91406		INSURER A: Middlesex Insurance Company		NAIC # 23434	
		INSURER B: Fireman's Fund Insurance Company		21873	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 54022022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Property Dmg Deduct \$5000			A0118865004	2/10/2020	2/10/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A0118865001	2/10/2020	2/10/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A0118865006	2/10/2020	2/10/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							Products/Completed Oper	\$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			A0118865005	2/10/2020	2/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	CRIME			A0118865002	2/10/2020	2/10/2021	Employee Dishonesty Limit	\$50,000
							Deductible	\$1,000
B	EXCESS LIABILITY			USL004724202	2/10/2020	2/10/2021	\$10,000,000 Limit / Aggregate	

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

Re: All Operations. Certificate holder is named as additional insured per attached endorsement.

CERTIFICATE HOLDER

City of Placentia
 401 E. Chapman Ave
 Placentia CA 92870-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Destiny Vassell

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: A0118865004

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>AS REQUIRED UNDER WRITTEN CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED UNDER WRITTEN CONTRACT	AS REQUIRED UNDER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED UNDER WRITTEN CONTRACT	AS REQUIRED UNDER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

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

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: DECEMBER 1, 2020

SUBJECT: **MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2019-20**

FISCAL
IMPACT: NONE

SUMMARY:

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one-half percent (1/2%) sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Measure M (M2). M2 is a 30-year, multi-billion-dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the attached resolution will approve and adopt the M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance.

RECOMMENDATION:

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

Adopt Resolution No. R-2020-XX, a Resolution of the City Council of the City of Placentia, California, concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2020.

DISCUSSION:

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one-half percent (1/2%) sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Measure M (M2). M2 is a 30-year, multi-billion-dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year.

As a part of M2's compliance program an annual report is prepared by the City to validate eligible use of funds and must be submitted within six (6) months to OCTA following the end of the City's

1. f.
December 1, 2020

fiscal year. This expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds.

FISCAL IMPACT:

There is no fiscal impact. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

Prepared by:



Elsa Robinson
Management Analyst

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. Resolution No. R-2020-XX – Measure M2 Expenditure Report
2. Measure M2 Expenditure Report

RESOLUTION NO. R-2020-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF PLACENTIA FOR THE FISCAL YEAR ENDING JUNE 30, 2020

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds.

WHEREAS, Orange County Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report as part one of the eligibility requirements;

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned, and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the Orange County Transportation Authority (OCTA) each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of Measure M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA, does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Placentia.
- c) The City of Placentia's Director of Finance is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2020.

PASSED, APPROVED AND ADOPTED on the 1ST day of December 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 1ST day of December 2020 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 611,427.18	\$ -
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 35,072.55	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ (159,999.81)	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 486,499.92	\$ -
Monies Made Available During Fiscal Year	14	\$ 1,070,157.31	\$ 12,814
Total Monies Available (Sum Lines 13 & 14)	15	\$ 1,556,657.23	\$ 12,814
Expenditures During Fiscal Year	16	\$ 884,666.00	\$ -
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 610,413.55	\$ 12,814
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 61,577.16	\$ -
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ 0.19	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

**M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Beginning and Ending Balances**

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 611,427.18	\$ -
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 35,072.55	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ (159,999.81)	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 486,499.92	\$ -
Monies Made Available During Fiscal Year	14	\$ 1,070,157.31	\$ 12,814
Total Monies Available (Sum Lines 13 & 14)	15	\$ 1,556,657.23	\$ 12,814
Expenditures During Fiscal Year	16	\$ 884,666.00	\$ -
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 610,413.55	\$ 12,814
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 61,577.16	\$ -
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ 0.19	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 526,694	\$ 12,814
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 59,016	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ 160,000	\$ -
Other: Gas Tax pledged for Debt Service	12	\$ 324,448	\$ -
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 1,070,157	\$ 12,814
Expenditures:			
A-M Freeway Projects	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q Local Fair Share	17	\$ 527,707	\$ -
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 32,511	\$ -
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other: Debt Service Payment	25	\$ 324,448	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 884,666	\$ -
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 185,491	\$ 12,814

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees ⁺	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest	Other ⁺	TOTAL
Indirect and/or Overhead	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,690.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,690
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 464,176.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 464,177
Street Lights & Traffic Signals	13	\$ 123,116.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,116
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 1,002,294.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,030,934
Total Maintenance¹	16	\$ 1,125,410.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,125,411
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,511.48	\$ -	\$ -	\$ 32,511
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,125,411	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527,707	\$ -	\$ -	\$ -	\$ 32,511	\$ -	\$ -	\$ 1,157,922
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director Initial: 													

¹ Includes direct charges for staff time
² Other M2 includes A-M, R,S,T,U,V, and W
⁺ Transportation related only
^{*} Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

M2 Expenditure Report
Fiscal Year Ended June 30, 2020

I hereby certify that:

- All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- The City/County of Placentia is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- The City/County of Placentia has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement.

Jessica Brown
Director of Finance (Print Name)

11/18/2020
Date


Signature



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: DECEMBER 1, 2020

SUBJECT: **AWARD OF CONTRACT TO REFINISH WOOD FASCIA PUBLIC COUNTERS, INTERIOR DOORS, AND BASEBOARDS THROUGHOUT CITY HALL**

FISCAL

IMPACT: EXPENSE: \$ 86,750.00 CONTRACT AMOUNT
BUDGETED: \$ 182,847.54 FISCAL YEAR 2020-21 CIP BUDGET (795005-6185)

SUMMARY:

This proposed construction contract with MTL Construction Services (MTL) is to refinish and re-stain the wood fascia along the face of the public counters and office doors and transoms in City Hall and the police station along with new wood baseboards to be installed at City Hall as part of the carpet replacement project. The scope of work includes the sanding and staining of beams, ceiling areas, desk panels, doors, and newly installed base moldings for all the public-facing areas inside City Hall and the Police Station. The proposed action will award a Public Works Agreement with MTL Construction Services for a not-to-exceed amount of \$86,750 to complete this work.

RECOMMENDATION:

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

1. Approve a Public Works Agreement with MTL Construction Services for wood refinishing work in City Hall for a not-to-exceed amount of \$86,750; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$8,675; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City has utilized MTL in the recent past to refinish and re-stain the wood architectural features, dais, and baseboards found within the City Council Chambers. At the time that work

1. g.
December 1, 2020

was completed, Staff was unable to locate any other local contractors that were experienced with this kind of work or interested in submitting a bid, so the work was completed via the sole source provision of the City's Purchasing Policy.

The proposed new Public Works Agreement would be to refinish and re-stain the remaining wood architectural features, public counters and office/conference room doors and transoms found throughout City Hall and the Police Station. Those features include prepping the existing wood surfaces and staining of beams, ceiling areas, desk panels, public counters, office/conference room doors and newly installed base moldings inside City Hall. Over the years, new offices have been added in City Hall and the police station resulting in mismatching of wood stain colors. In addition, all the architectural wood trim and fascia founding throughout both buildings is original and has not been refinished since it was originally installed in 1974. The wood finishes throughout both buildings are well-worn and do not convey a high degree of professionalism befitting a City Hall and police station. While other building improvements have recently been completed in City Hall and the police station, the refinishing of all the wood trim throughout both buildings is the final component to upgrading and modernizing both facilities.

Given MTL's high quality work in the Council Chambers and its familiarity with City Hall, Staff reached out to them to obtain a cost proposal to complete this work. In addition, MTL is able to coordinate and complete the majority of this work during the annual Civic Center holiday closure. Staff recommends a sole source contract award pursuant to City Council Policy No. 430 given the specialty work involved and MTL's previous experience in conducting this work on behalf of the City for a not-to-exceed amount of \$86,750.

FISCAL IMPACT:

A total of \$182,847.54 has been budgeted in the FY 2020-21 Capital Improvement Program Budget for various improvements to City Hall. A such, sufficient funds exist for the recommended actions. The following table summarizes the costs associated with the award of this contract:

Construction Contract Amount	\$86,750
Construction Contingency @ 10%	\$ 8,675
Total Project Cost	\$95,425

Prepared by:



Joel Cardenas
Public Works Superintendent

Reviewed and approved:



Luis Estevez
Acting Deputy City Administrator

Reviewed and approved

Jessica Brown

Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Public Works Agreement with MTL Construction Services

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
MTL CONSTRUCTION SERVICES, INC.**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 1st day of December 2020 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and MTL CONSTRUCTION SERVICES, INC. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction to refinish and re-stain the wood fascia along the face of the public counters in City Hall and PD along with interior office doors and new wood baseboards throughout City Hall as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean MTL Construction Services, Inc. a (California corporation, partnership, individual) located at 3911 E. La Palma Ave. Ste. B Anaheim, CA 92807.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

2.5 **Familiarity with Work.** By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to

the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, may be approved by the City Administrator. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding ten percent (10%) of the Contract Sum must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Eight Six Thousand Seven Hundred Fifty Dollars (\$86,750) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 1st, 2021, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Chris Llewellyn, President
3911 E. Palma Ave., Suite B
Anaheim, CA 92807

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services

and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a

Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

Conditions:

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

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

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

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

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

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

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

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

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

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

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

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

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

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

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person

shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

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

To Contractor: MTL Construction Services, Inc
3911 E. Palma Ave Suite B
Anaheim, CA 92807

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

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

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or

unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the

performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

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

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

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

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

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

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Acting Deputy City
Administrator

Date: _____

APPROVED AS TO CONTENT:

Joel Cardenas

DEPARTMENTAL APPROVAL:

Date: _____

Luis Estevez, Deputy City
Administrator

Date: _____

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

EXHIBIT A
SCOPE OF SERVICES



3911 E La Palma Ave., Ste. B
Anaheim, CA 92807
Phone: (714) 683-0599 Fax: (714) 630-9034
License No. B-883272

November 22, 2020

ESTIMATE

Customer: City of Placentia – Joel Cardenas
401 E. Chapman Ave., Placentia, CA 92870

Project: Re-Finishing of Wood Panels / Doors / Ceiling Beams @ City Hall Lobby Area

PROJECT DESCRIPTION:

MTL Construction Services proposes to provide labor and materials for the above listed project and the items listed in the scope of work below:

FURNITURE & WOOD REFINISHING

<u>DESCRIPTION</u>	<u>TOTAL</u>
CITY HALL	
Beams and Ceiling Area: clean, light sand, stain darker color, seal and apply clear coat.	\$5,200.00
Desk Panels (front facing panel only): clean, light sand, stain darker color, seal and apply clear coat. Includes customer side face panels at lobby areas of City Hall.	\$6,500.00
Doors (two-sides complete): clean, light sand, stain darker color, seal and apply clear coat. Total of 76 doors included in estimate (includes wood transom panels).	\$36,480.00
Mask off flooring, clean, light sand, stain dark color, seal and apply clear coat at newly install base molding (approximately 3,100 LF).	\$9,300.00
POLICE DEPARTMENT	
Beams and Ceiling Area: clean, light sand, stain darker color, seal and apply clear coat.	\$4,800.00
Desk Panels (front facing panel only): clean, light sand, stain darker color, seal and apply clear coat. Includes face of lobby area, down hallway at reception and at face of printer area.	\$5,750.00
Doors (two-sides complete): clean, light sand, stain darker color, seal and apply clear coat. Total of 39 doors included in estimate (includes wood transom panels).	\$18,720.00
TOTAL	\$86,750.00

EXHIBIT A

EXCLUSIONS:

Any quantities exceeding the amounts described in the scope of work. Back of house desk area and cabinets as well as office cabinets and wall paneling in back offices in both City Hall and PD. Refinishing of anything not listed in above scope of work or any unforeseen items.

ACCEPTANCE

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Accepted By _____

Date: _____

EXHIBIT B

SCHEDULE OF PERFORMANCE

The Project will be completed within 30 working days from the issuance of the Notice to Proceed for the Project.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate

of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

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

E. Surety Bonds

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

California.

F. Standards for Insurance Companies

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

G. Documentation

- The Certificate of Insurance shall include the following reference: City Hall/Police Station Wood Refinishing Project
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2020

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

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

PRODUCER MULTI-PACIFIC INSURANCE AGENCY, INC. P.O. BOX 4073 FULLERTON, CA 92834-4073	714-525-5656 714-525-0400	CONTACT NAME: MULTI-PACIFIC INSURANCE AGENCY, INC. PHONE (A/C, No, Ext): 714-525-5656 E-MAIL ADDRESS: karen@mpitru.net FAX (A/C, No): 714-525-0400
INSURED MTL CONSTRUCTION SERVICES, INC. 3911-B EAST LA PALMA AVENUE ANAHEIM, CA 92870	714-683-0599	INSURER(S) AFFORDING COVERAGE INSURER A: MT HAWLEY INSURANCE CO. NAIC # 37974 INSURER B: PROGRESSIVE INSURANCE CO. 11770 INSURER C: MT HAWLEY INSURANCE CO. 37974 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MGL0192515	03/27/2020	03/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		06040441-9	10/31/2020	10/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FOLLOWING FORM MXL0431137*	03/27/2020	03/27/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	*EXCESS OVER GL, AL & EL			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Placentia, its officers, employees, representatives, attorneys and volunteers are named additional insured as required by contract per endorsement attached. Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy as required by contract per endorsement attached.
 The insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director at the address below.

CERTIFICATE HOLDER THE CITY OF PLACENTIA COMMUNITY DEVELOPMENT DIRECTOR 401 E CHAPMAN AVENUE PLACENTIA, CA. 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations where required by a written contract executed prior to the commencement of your work.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your negligence; or
 2. The negligence of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. The minimum amount required by any contract or agreement you have entered into to provide additional insured coverage; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

11/19/2020

Policy number: 060404419

Underwritten by: 38 - United Financial Casualty Co.

Certificate of Insurance

<u>Certificate Holder</u>	<u>Insured</u>	<u>Agent</u>
<u>Additional Insured</u>		
THE CITY OF PLACENTIA ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND VOLUNTEERS 401 E CHAPMAN AVE PLACENTIA CA 92870	MTL CONSTRUCTION SERVICES INC 3911 E. LA PALMA #B ANAHEIM CA 92807	MULTI PACIFIC INSURANCE PO BOX 4073 FULLERTON CA 92834

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

<u>Policy Effective Date:</u>	<u>Policy Expiration Date:</u>
10/31/2020	10/31/2021

<u>Insurance coverage(s)</u>	<u>Limits</u>
SINGLE BODILY INJURY-PROPERTY DAMAGE	\$1,000,000/ACCIDENT
UNINSURED/UNDERINSURED MOTORIST BODILY INJURY	\$300,000/EACH OCCURRENCE
UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE	** REJECTED **
HIRED AUTO	\$1,000,000/EACH OCCURRENCE
NON-OWNED AUTO LIABILITY	\$1,000,000/EACH OCCURRENCE

Description of Location/Vehicles/Special Items
Scheduled autos only

03 TOYOTA TUNDRA	5TBRT34173S432453	
07 BRAVO TRAILER	1B9UE102X7C833380	COMPREHENSIVE LESS \$250 DEDUCTIBLE COLLISION OR UPSET LESS \$250 DEDUCTIBLE

Certificate number

324209PV441

THIS POLICY IS PRIMARY AND NON-CONTRIBUTORY AS TO THE CITY OF PLACENTIA ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND VOLUNTEERS REGARDLESS OF WHETHER HOLDER IS A NAMED INSURED OF ANY OTHER POLICY.

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be 'K. P. M.', is written over a dotted line.

Form 5241 (10/02)

Policy number: 06040441-9

Underwritten by:

United Financial Casualty Co.

Insured:

MTL CONSTRUCTION SERVICES INC

November 19, 2020

Policy Period: 10/31/2020 - 10/31/2021

Mailing Address

United Financial Casualty Co.

PO Box 94739

Cleveland, OH 44101

Additional insured endorsement

1-800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

THE CITY OF PLACENTIA ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND VOLUNTEERS
401 E CHAPMAN AVE
PLACENTIA CA 92870

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage		each accident
Combined Liability	\$1,000,000	each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 06040441-9

Issued to (Name of Insured): MTL CONSTRUCTION SERVICES INC

Effective date of endorsement: 11/19/2020 Policy expiration date: 10/31/2021

Form 1198 (01/04)

M_CL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2020

PRODUCER
Firm Foundation Insurance Solutions, LLC
92 Argonaut, ste 280
Aliso Viejo - CA - 92656
(949) 245-4369

INSURED
MTL Construction Services, Inc
3911 E La Palma #B
Anaheim - CA - 92807

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Preferred Professional Insurance Compa	36234
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / ADD'L LTR / INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ON09089 02	08/18/2020	08/18/2021	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISION
All Projects/Locations

CERTIFICATE HOLDER	CANCELLATION
City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Marcelo Bueno Campos</i>

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

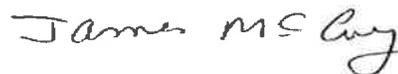
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective: 08/18/2020
Insured MTL Construction Services,
Inc.

Policy No.: ON09089 - 02
Insurance Company Preferred Professional Insurance Company

Endorsement No.:



Countersigned By _____

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 1, 2020

SUBJECT: **GENERAL PLAN AMENDMENT (GPA) NO. 2020-01, ZONE CHANGE (ZC) NO. 2020-01, DEVELOPMENT PLAN REVIEW (DPR) NO. 2020-01 AND MITIGATED NEGATIVE DECLARATION (MND) NO. 2020-02 TO ALLOW FOR THE DEVELOPMENT OF 64 AFFORDABLE SENIOR APARTMENT UNITS AND A MANAGERS UNIT WITHIN TWO, TWO-STORY RESIDENTIAL BUILDINGS, EXPANSION OF AN EXISTING PARISH HALL BUILDING, ADDITION OF 45 AT-GRADE PARKING SPACES, AND ASSOCIATED LANDSCAPING IMPROVEMENTS ON AN APPROXIMATELY 3.85-ACRE DEVELOPED LOT LOCATED AT THE NORTHEAST CORNER OF NORTH ANGELINA DRIVE AND EAST MORSE AVENUE (NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA)**

FISCAL
IMPACT: REVENUE: \$626,405 DEVELOPMENT IMPACT FEES

SUMMARY:

At the Planning Commission meeting held on November 10, 2020, the Planning Commission voted 6-0 to recommend approval of General Plan Amendment (GPA) 2020-01, Zone Change (ZC) 2020-01, and Development Plan Review (DPR) 2020-01 to City Council, and also recommended that City Council adopt Mitigated Negative Declaration (MND) 2020-02 related to the project. The applications for a GPA, ZC, and DPR are requested to allow for the development of 64 affordable senior housing units and one (1) manager unit. The affordable units would be restricted to households earning less than 60% of the Area Median Income for Orange County to be contained within an approximately 24,631-square foot, 32-unit, two-story building ("Building 1") and an approximately 30,316-square foot, 33-unit, two-story building ("Building 2"). This proposal includes the partial demolition to an existing parish hall, with a resulting 3,974-square foot addition to the same parish hall on an existing 3.85-acre site, currently developed as a church and daycare facility.

RECOMMENDATION:

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

1. Open Public Hearing concerning GPA 2020-01, ZC 2020-01, and DPR 2020-01; and
2. Receive the Staff Report, consider all public testimony, ask any questions of Staff; and

2. a.

December 1, 2020

3. Close the Public Hearing; and
4. Adopt Resolution No. R-2020-XX, a Resolution of the City Council of the City of Placentia, California, adopting Mitigated Negative Declaration (MND) No. 2020-02 and a Mitigation Monitoring and Reporting Program with the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 Et. Seq. of Title 14 of the California Code of Regulations) (CEQA), approving General Plan Amendment (GPA) No. 2020-01 and Development Plan Review (DPR) No. 2020-01 to allow for the development of 64 affordable senior apartment units and a managers unit (65 total units) within two (2), two-story residential buildings, addition of 45 at-grade parking spaces, and associated landscaping improvements on an approximately 3.85-acre partially developed lot located at the northeast corner of North Angelina Drive and East Morse Avenue; and
5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2020-09, An Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia from "R-1" (Single Family Residential) to "R-3" (High Density Residential) on an approximately 3.85-acre partially developed lot located at the northeast corner of North Angelina Drive and East Morse Avenue (APN 340-273-25).

BACKGROUND:

The project site measures approximately 3.85 acres in overall area and is developed with the Church of the Blessed Sacrament, an Episcopal Church. The Church was founded in 1956 when the Church, offices, and a small Parish Hall were constructed. In 1976 the larger Parish Hall and an expanded kitchen were built. In 1998, the Children's Learning Center was opened (Church of the Blessed Sacrament, 2019).

The Church currently operates out of two buildings, including the main Church/Parish Hall and a separate childcare facility with several classrooms. Surrounding land uses include detached single-family homes to the north and east, and south across Morse Avenue. To the west across North Angelina Drive are commercial land uses including a post office, bank, dentist office, bridal store, and spa/nail salon.

All existing church and childcare operations will remain unaffected by the proposed construction/operation of an affordable senior housing development project and associated improvements. The proposed improvements will not intensify nor substantially modify the existing operations of onsite uses. However, any future church and daycare modifications that are deemed to intensify or substantially modify existing operations, will require the approval of a Use Permit Modification for previously approved conditionally permitted uses at a legally noticed public hearing. At the Planning Commission meeting held on November 10, 2020, the Planning Commission voted 6-0 to recommend approval of GPA 2020-01, ZC 2020-01, and DPR 2020-01 to City Council, and also recommended that City Council adopt Mitigated Negative Declaration (MND) 2020-02 related to the project.

DISCUSSION:

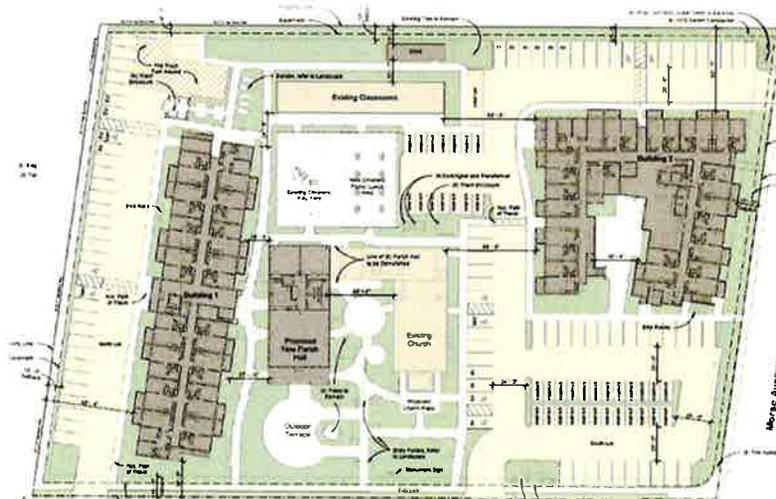
The site is partially developed and primarily operates with a religious assembly use known as the Church of the Blessed Sacrament. The proposal includes the development of 65-senior apartment units contained within two (2), two-story residential buildings (“Building 1” and “Building 2”). Building 1 will measure approximately 24,631 square feet and Building 2 will measure approximately 30,316 square feet. 64 units are proposed as affordable housing units restricted to households earning less than 60% of the area median income for Orange County based upon the latest state income limits established by the State of California Department of Housing and Community Development. The remaining unit will be a manager’s unit.

Building No.	One Bedroom (avg. 569 sq. ft.)	Two Bedroom (avg. 810 sq. ft.)	Jr. 1 Bedroom (467 sq. ft.)	Unit Total/Building
Building 1	28	4	-	32
Building 2	30	2	1	33
Total	58	6	1	65

Building 1 will have 28 one-bedroom units and four (4) two-bedroom units. Building 2 will have 31 one-bedroom units, 2 (2) two-bedroom units, and one (1) junior one-bedroom unit that will be utilized for the onsite manager. A 1,500-square-foot senior-oriented community center (for use by residents and guests) is proposed on the first floor of Building 2.

The existing 3,472-square-foot Parish Hall is proposed to be demolished and replaced with a new Parish Hall that will measure approximately 3,974 square feet. Additional onsite improvements will include a 544-square-foot covered porch, a new children’s picnic/lunch area, a courtyard gathering space west of the Parish Hall, a gathering lawn with benches fronting North Angelina Drive, an outdoor terrace fronting North Angelina Drive, and a memorial garden with accent trees between the existing Church building and the proposed new Parish Hall. New seating is proposed north of the Church, adjacent to the proposed memorial garden. A new courtyard area is proposed west of the existing Church.

Parking



The existing parking lot for the church site contains a total of 85 parking spaces. The project proposes 45 additional at-grade parking spaces for a total of 130 parking spaces. In accordance with Assembly Bill No. 744, a city is prohibited from imposing a vehicular parking ratio, inclusive of handicapped and guest parking, in excess of 0.5 spaces per unit for rental housing for individuals that are 62 years of age or older. This mandate results in a maximum requirement of 33 additional onsite parking spaces for the residential use which the applicant exceeds by providing 45 spaces, 12 spaces more than they are required to provide. The new parking lot is proposed along the northern portion of the site, north of proposed Building 1, with driveway access along North Angelina Drive. A reconfigured parking lot is proposed on both the east and west side of Building 2 with driveway access along North Angelina Drive and East Morse Avenue.

Landscaping



The overall site plan design and building placement create several unique landscaped areas that include both passive and active spaces. Included are a courtyard gathering space south of the Parish Hall, a memorial garden, a gathering lawn south of the church, an area with outdoor seating adjacent to the church, a community garden, and a courtyard area. A new courtyard area and garden area are proposed west of Building 2. An outdoor terrace is proposed fronting North Angelina Drive. The project proposes approximately 42 percent open space area, much of which is also a gathering space. Additionally, the project proposes raised planters, green lawn/turf areas, drought-tolerant and native ground cover, decomposed granite walkways for residents to access community spaces and a hardscape courtyard area at the northeast corner of the site. A landscaping plan prepared by a licensed professional is required to meet the requirements of the MWEL (Model Water Efficient Landscape Ordinance) as codified by the City's Municipal Code.

General Plan Amendment

In accordance with Government Code Section 65350, a city may amend their respective General Plans, including the Land Use Element several times per year. Subsequent to such an amendment, in accordance with Government Code Section 65860, the City shall then bring its zoning ordinance into consistency with its General Plan. The proposal includes a ZC to amend the existing zoning from the R-1 to the R-3 Zoning District to accommodate for a proposed housing density of 17 dwelling units per acre (du/ac) for the senior housing development. To retain consistency between the City’s General Plan and zoning designations, the existing General Plan Land Use designation of “Low-Density Residential” (6 du/ac maximum) needs to be amended to “High Density Residential” (25 du/ac maximum). As mandated, the Planning Commission made a recommendation by Resolution regarding the proposed amendment of the General Plan. The recommendation for approval was made by an affirmative vote of not less than a majority of the total membership of the commission (6-0). The Planning Commission forwarded their recommendation of approval to the City Council for final action.

Applicable Code Section – Placentia Municipal Code

The subject property is currently zoned R-1. The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects within the R-1 Zoning District. Specific features of the development do not fully comply with the development standards of the current baseline Zoning District, specifically the proposed project density of 17 du/ac, which necessitates a ZC to modify the Zoning District from R-1 to R-3 in accordance with PMC Section 23.96.010. Pursuant to PMC Section 23.96.030(a), a ZC shall require Planning Commission review at a noticed public hearing, with the duty to review and solicit a recommendation for final action on the proposed ZC to the City Council. The Planning Commission forwarded their recommendation of approval to the City Council for final action.

The development of two (2), two-story senior housing buildings shall require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission in accordance with PMC Section 23.75.010(a). Due to the symbiotic relationship between the GPA, ZC, and DPR, the associated DPR is being processed concurrently with the GPA and ZC to the City Council. The Planning Commission forwarded their recommendation of approval to the City Council for final action.

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Church of the Blessed Sacrament & daycare facility	Low Density Residential (6 du/ac maximum)	R-1 (Single Family Residential)

Proposed	An approximately 24,631-square foot, 32-unit, two-story building ("Building 1") and an approximately 30,316-square foot, 33-unit, two-story building ("Building 2"), including the partial demolition and approximately 3,974-square foot addition to an existing parish hall, in conjunction with an existing church and daycare facility.	High Density Residential (25 du/ac maximum)	R-3 (High Density Residential)
North	Detached, Single-Family Residences	Low Density Residential	R-1
South (across E. Morse Avenue)	Detached, Single-Family Residences Detached, Single-Family Residences, Small Lot (Terraza at Shafer Ranch)	Low Density Residential Specific Plan	R-1 Specific Plan No. 10
East	Detached, Single-Family Residences	Low-Density Residential	R-1
West (N. Angelina Drive)	United States Post Office Multi-tenant Commercial Uses	Commercial	Town Center (T-C)

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project is located within the R-1 with an underlying Land Use designation of "Single-Family Residential". Based on Staff's analysis, the senior housing apartment building and associated improvements meet many of the development standards of PMC Chapter 23.12, R-1-Single-Family Residential District. However, the proposed project does not meet the density factor for the R-1, which is capped at a maximum 6 du/ac. Approval of ZC 2020-01 will align the project density with the proposed GPA and result in a development project in full compliance with the amended Zoning District.

Other Departments' Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Community Services Department, Police Department, as well as the Fire and Life Safety Department have reviewed the application and submitted comments, with no major concerns regarding the project proposal. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and recommendation by the Planning Commission to the City Council.

ISSUES ANALYSIS:

Consistency with the General Plan

The General Plan features policies that promote the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and require new developments to provide adequate improvements and pay impact fees to offset the demand costs on City services and facilities. The proposed development and subdivision are consistent with the following Land Use and Housing Elements goals, policies, and programs of the General Plan:

Land Use Element

Policy 1.2 – Allow for a variety of residential infill opportunities including single family, multi-family, mixed-use, manufactured housing, and mobile homes, in designated areas to satisfy regional housing needs.

Policy 2.6 – Require new multifamily development to provide adequate buffers (such as decorative walls and landscaped setbacks) along boundaries with single-family residential uses to reduce impacts on residences due to noise, traffic, parking, light and glare, and differences in scale; to ensure privacy; and to provide visual compatibility.

Policy 5.1 – Encourage development projects to utilize high quality design for architecture and site planning through the City’s design review process. Create Design Guidelines for focused areas and for development citywide.

Policy 5.8 – Improve the quality of Placentia’s multi-family neighborhoods through a) improved buffers between multi-family residences, and commercial, and business park uses; b) provision of usable private and common open space in new multi-family projects; c) increased code enforcement; and d) improved site, building, and landscape design.

Housing Element

Goal 1 – Develop and maintain an adequate supply of housing that varies sufficiently in cost, size, type, and tenure to meet the economic and social needs of existing and future residents within the constraints of available land.

Program 1.12 – Development of senior housing.

California Housing Element law mandates that each city show it has adequate sites available through appropriate zoning and development standards and with the required public services and facilities for a range of housing types and incomes. The City must demonstrate that it has the capacity or adequate sites to accommodate the project needs for housing at all income levels.

The Southern California Association of Governments (SCAG) and the Council of Governments (COG) representing the region, in cooperation with local jurisdictions, is responsible for allocating the region's projected new housing demand in each jurisdiction. The process is known as the Regional Housing Needs Assessment (RHNA) and the goals are referred to as the "regional share" goals for new housing construction. The proposed senior housing apartment project assists the City in achieving the goal for new housing construction in a range of housing type and income level that is uncommon in both the regional and local housing market. Furthermore, it will greatly assist an age bracket suffering from high housing costs during California's current housing crisis and assist in offsetting the City's "regional share" of housing units which is slated to be approximately 4,800 residential units for the upcoming housing cycle.

Land Use Compatibility

The development project has been designed to be sensitive to the surrounding residential neighborhood. Adequate buffers have been incorporated into the project to lessen any potential adverse impacts onto nearby sensitive land use receptors (residential). Buffering has been employed utilizing larger setbacks, landscaping, and sensitivity in the overall building design to minimize the orientation of residential units onto adjacent residences. The project includes both wall and roof plane articulation and carries the design elements to each elevation, including the inner portions of the site and all detached structures such as trash enclosures. Careful consideration regarding the character and scale of surrounding neighborhood was taken to ensure that the project architecture and massing blends in with the existing surrounding uses. Therefore, the project would not be out of character with the surrounding area, which contains a mix of land uses, including one and two-story residences.

Amending the General Plan to change the designation of the project site from "Low Density Residential" to "High Density Residential" would allow for development that is similar in nature to the existing apartments located along Kraemer Boulevard. While the project site is adjacent to single family neighborhoods on the north, east and south, careful consideration to the architectural design of the proposed buildings has been given to ensure that the existing neighborhoods are protected and enhanced. Using landscaped open space and parking areas as buffers and including step-backs in the buildings and placing two-story elements in key locations near single-family homes, the project is designed to blend into the existing setting. Development of the project site with mixed uses would be compatible with the established land use patterns in the area.

Architecture, Materials and Color Palette



The proposed buildings will employ the traditional architectural style of “Craftsman” architecture which is both compatible with the surrounding style of homes in the neighborhood and emblematic of Placentia’s historical architectural home styles. Additionally, this style will be compatible with the existing architecture of the church which features a gable style roof design, stone veneer, masonry columns, and earth tone hues.

Both Building 1 and Building 2 will feature several architectural elements synonymous with the Craftsman style. The mass of each building will be appropriately broken up with variable roof heights, building offsets, balconies, and contrasting building materials that provides additional relief to the overall volume of each building. Additional features include low pitched roof lines, gabled or hipped roofs, and deeply overhanging eaves with exposed rafters. Squared columns supporting the roof will rest on stone or masonry style piers that extend to ground level. Simulated hung windows, with grid style windows will be utilized along all building elevations for both windows and doors. Board-and-batten wall cladding is utilized within the gables and along the second floor of the building. Earthy neutral paint colors are utilized on all building elevations which is consistent with colors utilized on the church buildings and will also blend with neighborhood surroundings.



2 Building 2 - South
 SCALE: 1/32" = 1'-0"

Building 1 will measure approximately 34’ 2” in overall height and Building 2 will measure 29’ 4” in overall height. In response to a community meeting, Building 2 was redesigned from a three-

story structure to a two-story structure to alleviate concerns from neighbors related to the overall height and volume of the building. The reduction was achieved with employment of a mansard roof which allows for additional surface area to incorporate solar panels.

Planning, Community, Economic Development, and Housing Ad Hoc Committee

All major development projects within the City of Placentia require review by the Planning, Community, Economic Development, and Housing Ad Hoc Committee. The Committee reviewed this project on three (3) occasions, on June 11, 2018; November 19, 2019; and September 10, 2020. The Committee did request that the applicant make modifications to both the site and building design, all of which were addressed in the revised plans. The modifications requested by the Committee were as follows:

1. Reduce the number of stories for Building 1 and Building 2 from three (3) stories down to two (2) stories; and
2. Relocation of Building 2 away from the easterly property line to create a greater buffer between the proposed building and existing residences to the east; and
3. Orient balconies to avoid direct lines of sight into neighboring properties, particularly properties north of the site.
4. Upon review of the latest iteration of the development project, the project was well received by the Committee who provided their support for the project proposal.

Community Input

The applicant made community input a crucial component in assisting the direction of the final design of the development project. On June 26, 2019, the project applicant held a neighborhood dinner at the church site to present the development plans to residents living adjacent to the subject property. Attendees were encouraged to share their comments, concerns, and questions verbally to the applicant's development team. On August 21, 2019, the applicant held a community meeting open to the general public on the subject site to present an updated site plan that was modified based upon input collected from the prior community meeting. On June 30, 2020, the applicant held an additional community meeting open to the general public at the subject site to present an updated site plan that was modified based on input collected from the previous meetings and from input from City staff.

Since the preliminary project design, the project applicant has made several modifications to the site plan to result in the project as proposed. These changes were presented to residents of the neighborhood at a hosted meeting on October 14, 2020, both in-person and through videoconference. The multiple project modifications presented to the meeting attendees are listed below.

1. Reduced Building 1 from three (3) stories to two (2) stories to ensure neighborhood compatibility.

2. Relocated Building 2 away from the eastern property line, adding a parking area, and enlarged it to an "L shaped" building with a small third story component (this has been since modified as detailed in #7 below).
3. Eliminated certain second-story balconies in Building 1 to ensure privacy for single-family homeowners to the north.
4. Repositioned trash facilities from the northern and eastern property line to the interior of the site near the residential buildings.
5. Moved the community center from Building 1 to Building 2, a more central location.
6. Added additional landscaping and masonry walls along the property lines to ensure security and reduce any potential noise impacts.
7. Based on community demands, as analyzed in this Initial Study/Mitigated Negative Declaration (IS/MND) document, the applicant is proposing to modify Building 2 from three (3) stories to two (2) stories and Building 2 will change from an L shape to a U shape. Additionally, the unit count will remain the same (65 units); however, one (2) of the one-bedroom units will become a studio and four (4) parking spaces for the residential development would be lost

Planning Commission

On November 10, 2020, the City of Placentia Planning Commission held a noticed public hearing to review and solicit a recommendation to the City Council to certify and adopt MND 2020-02, and approve GPA 2020-01, ZC 2020-01, and DPR 2020-01. Due to COVID-19 restrictions, the general public was allowed to solicit comments via email during the meeting and subsequent to agenda packet publication. Comments were received via e-mail, mail, or otherwise prior to agenda packet publication. City staff received 20 letters in support and three (3) letters in opposition to the project (Attachment 6) prior to Planning Commission agenda packet publication. An additional seven (7) letters: four (4) letters in support and three (3) letters in opposition, were received after posting the Planning Commission packet. Of the seven (7) letters received, two (2) letters expressing concern and opposition of the project were received during the meeting. The letters raised issues related to potential impacts to property values, privacy, light pollution, noise pollution, reduced ambient daylight, and security. It is the opinion of City staff that all areas of concern in this correspondence are adequately and thoroughly discussed in the MND document and the Response to Comments (Attachment 1), which determined that that project will result in less than significant impacts to the environment. The project applicant expressed support of City Staff's recommendation and support of the recommended conditions associated with DPR 2020-01. The Planning Commission voted to recommend approval (6-0) of all entitlements and the MND to the City Council.

CEQA:

An initial study was conducted by Ultra Systems Environmental Inc., a professional environmental firm. This document evaluated all CEQA issues contained in the latest Initial Study Checklist form.

The evaluation determined that either no impact or less than significant impacts would be associated within all environmental categories, excluding Aesthetics, Biological Resources, Geology/Soils, Noise, Cultural Resources, Hazards and Hazardous Materials, Public Services, Tribal Cultural Resources, and Mandatory Findings of Significance. All require implementation of mitigation measures to reduce impacts to a less than significant level. The required mitigation has been proposed in this Initial Study to reduce impacts for these issues to a less than significant level. These mitigation measures are proposed to be adopted by the City Council and are set forth in a Mitigation and Monitoring Reporting Program. The City acquired the services of a third-party environmental consultant, PGN, to review and evaluate the merits of the submitted environmental analysis for completeness and accuracy.

Based on the findings in the Initial Study, the City of Placentia proposes to adopt an MND for the GPA, ZC, and DPR. A Notice of Intent to adopt a Mitigated Negative Declaration (NOI) was issued for this project by the City of Placentia. The Initial Study and NOI to adopt a Mitigated Negative Declaration was circulated for 20 days of public comment because this project is not considered a project of regional significance. This 20-day review period ran from October 1, 2020 to October 20, 2020. Comments received during this comment period were responded to and were available for Planning Commission review at the November 10, 2020 meeting. This final IS/MND package was evaluated by the Planning Commission, and the Planning Commission recommend that City Council adopt the final IS/MND (Attachment 1).

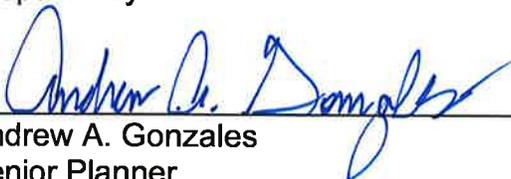
PUBLIC NOTIFICATION

Legal notice was published in the Placentia News Times on November 19, 2020. Notices were sent to property owners of record within a 300-foot radius of the subject property, posted at the Civic Center, and was posted on the City website on November 19, 2020. As of November 24, 2020, staff has received 24 letters in support and 6 letters in opposition of the development project.

FISCAL IMPACT:

The proposed development will provide approximately \$626,405 in one-time development impact fee revenue. The development is also conditioned to annex into the Public Services Community Facilities District 2014-01 (among other districts) which will provide ongoing annual revenues to support the Police Department and Placentia Fire and Life Safety Department. In addition to the aforementioned information, there will be additional positive revenue impacts associated with permanent job creation and construction job creation. Increased sales tax revenue will also be realized from new residents shopping and dining at nearby shops and restaurants.

Prepared by:



Andrew A. Gonzales
Senior Planner

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2020-XX Relating to MND No. 2020-02, GPA 2020-01, and DPR No. 2020-01
 - Exhibit A: Mitigated Negative Declaration (MND 2020-02) and Mitigation Monitoring & Reporting Program, Appendices
(<http://www.placentia.org/DocumentCenter/View/8909/Santa-Angelina-ISMND-10-1-2020>)
 - Exhibit B: Response to Comments for MND 2020-02
(<http://www.placentia.org/DocumentCenter/View/8976/Responses-to-Comments-to-City-FINAL-10-27-20>)
 - Exhibit C: Amendment of the City of Placentia General Plan Proposed Land Use Land Use Map – Exhibit 2-2
 - Attachment A: Conditions of Approval for Development Plan Review No. 2020-01
2. Ordinance No. O-2020-09 Relating to ZC No. 2020-01
 - Exhibit A: Amendment to the City of Placentia Zoning District Map
3. Project Plans including the Site Plan, Floor Plans, Roof Plans, Building Elevations, Building Sections, Photometric Plan, Preliminary Landscape, Color Renderings, and Colors and Materials Palette received September 3, 2020
4. Vicinity Map
5. Project Narrative received September 2, 2020
6. Letters of Support and Opposition
7. Site Photographs
8. Draft Planning Commission Minutes from the November 10, 2020 Meeting
9. Presentation – Santa Angelina Senior Housing

RESOLUTION NO. R-2020-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION (MND) NO. 2020-02 AND MITIGATION MONITORING AND REPORTING PROGRAM WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000-21177 AND §15000 et. seq. OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS) (CEQA), APPROVING GENERAL PLAN AMENDMENT (GPA) NO. 2020-01, AND APPROVING DEVELOPMENT PLAN REVIEW (DPR) NO. 2020-01 TO ALLOW FOR THE DEVELOPMENT OF 64 AFFORDABLE SENIOR APARTMENT UNITS AND A MANAGERS UNIT (65 TOTAL UNITS) WITHIN TWO (2), TWO-STORY RESIDENTIAL BUILDINGS, EXPANSION OF AN EXISTING PARISH HALL BUILDING, ADDITION OF 45 AT-GRADE PARKING SPACES, AND ASSOCIATED LANDSCAPING IMPROVEMENTS ON AN APPROXIMATELY 3.85-ACRE PARTIALLY DEVELOPED LOT LOCATED AT THE NORTHEAST CORNER OF NORTH ANGELINA DRIVE AND EAST MORSE AVENUE

A. Recitals.

Whereas, on November 10, 2020, the Planning Commission of the City of Placentia conducted, and concluded a duly noticed public hearing as required by law, and recommended that the City Council of the City of Placentia adopt Mitigated Negative Declaration (MND) No. 2020-02, and recommended approval of General Plan Amendment (GPA) No. 2020-01, Zoning Change (ZC) No. 2020-01, and Development Plan Review (DPR) No. 2020-01; and

Whereas, on December 1, 2020, the City Council of the City of Placentia conducted, and concluded a duly public hearing, as required by law, to review and take action on Mitigated Negative Declaration (MND) No. 2020-02, General Plan Amendment (GPA) No. 2020-01, Zoning Change (ZC) No. 2020-01, and Development Plan Review (DPR) No. 2020-01; and

Whereas, the proposed project would allow the construction of an affordable senior housing development consisting of an approximately 24,631-square foot, 32-unit, two-story building ("Building 1") and an approximately 30,316-square foot, 33-unit, two-story building ("Building 2"), including the partial demolition and approximately 3,974-square foot addition to an existing parish hall on an existing 3.85-acre developed site, currently developed with a church sanctuary and daycare facility; and

Whereas, on or about November 19, 2020, the City provided notice of public hearing 10 days prior to the public hearing to property owners of record within a 300-foot radius of the subject property, and posted at the Civic Center and the City's website for the City Council's consideration and approval of the aforementioned entitlements; and

Whereas, all other legal prerequisites to the adoption of this resolution have occurred.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

Section 1. The City Council certifies and adopts MND 2020-02 and its associated Mitigation Monitoring and Reporting Program and finds that MND 2020-02 as described in Exhibit "A", was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia and makes the following additional findings:

- a. The MND was made available for a 20-day public review and comment period from October 1, 2020 to October 20, 2020. The MND found that the environmental effects from the project would be less than significant with the incorporation of the standard conditions of approval and mitigation measures; and
- b. Facts supporting the above-specified findings are contained in the MND, the staff report and exhibits, and the information provided during the public hearing conditioned with respect to the Application and the MND, including the response to the MND comments as described in Exhibit "B". Mitigation Measures are made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the MND.

Section 2. The City Council hereby approves and adopts an amendment to the City of Placentia General Plan (GPA 2020-01) to change the existing land use designation of the project area from "Low Density Residential" yielding a maximum density factor of six dwelling unit per acre to "High Density Residential" yielding a maximum density factor of 25 dwelling units per acre as set forth in Exhibit "C" - Amendment of the City of Placentia General Plan Land Use Map in accordance with California Government Code Section 65100-65763.

Section 3. The City Council approves Development Plan Review 2020-01, as modified herein, and specifically subject to the conditions set forth in Attachment "A" of this Resolution and by this reference incorporated herein. The development, as modified by the attached Conditions of Approval and Standard Development Requirements (Attachment "A"), meets the overall requirements of PMC Chapter 23.21 ("R-3"-High Density Multiple-Family District) and PMC Chapter 23.75 (Development Plan Review) of the Zoning Code. As such, the City Council finds as follows:

- a. The project meets or exceeds the criteria established in PMC Section 23.75.020; in terms of minimum setbacks, parking, and open space

requirements, and maximum building height and lot coverage development standards; and

- b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city, and
- c. The proposed development will be consistent with the latest adopted general plan with the approval of GPA 2020-01 to amend the City of Placentia General Plan Land Use Map to change the existing land use designation of the project area from "Low Density Residential" to "High Density Residential"; and
- d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, have been made part of the development approval.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves General Plan Amendment 2020-01 and Development Plan Review 2020-01, and hereby adopts Mitigated Negative Declaration 2020-02 and all associated Mitigation Measures as modified herein, and specifically subject to the conditions set forth in this Resolution and by this reference incorporated herein.

Section 5. The City Council shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 1st day of December 2020.

Ward 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 1st day of December 2020 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAINED:	Councilmembers:

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

- Exhibit A: Mitigated Negative Declaration (MND 2020-02) and Mitigation Monitoring & Reporting Program, Appendices (<http://www.placentia.org/DocumentCenter/View/8909/Santa-Angelina-ISMND-10-1-2020>)
- Exhibit B: Response to Comments for MND 2020-02 (<http://www.placentia.org/DocumentCenter/View/8976/Responses-to-Comments-to-City-FINAL-10-27-20>)
- Exhibit C: Amendment of the City of Placentia General Plan Proposed Land Use Land Use Map – Exhibit 2-2
- Attachment A: Conditions of Approval for Development Plan Review No. 2020-01

EXHIBIT A

Mitigated Negative Declaration (MND 2020-02) and Mitigation Monitoring & Reporting Program:

<http://www.placentia.org/DocumentCenter/View/8909/Santa-Angelina-ISMND-10-1-2020>

All supporting MND documents are found here:

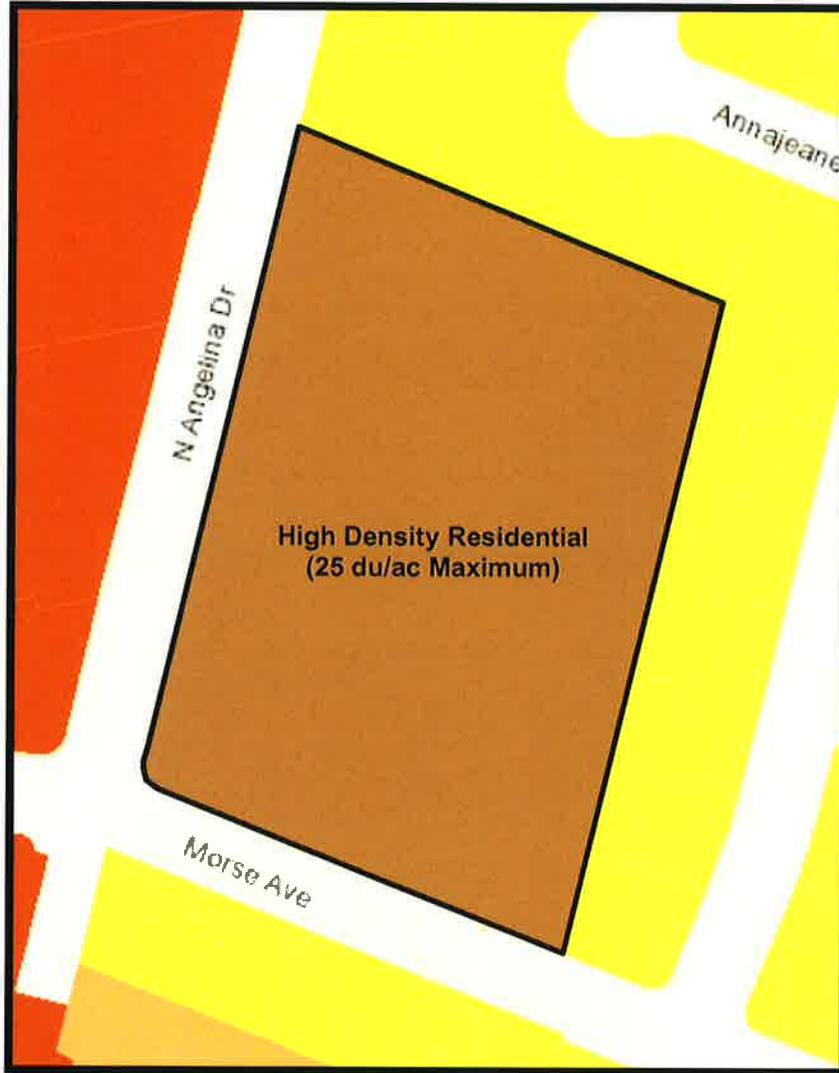
<http://www.placentia.org/776/Environmental-Documents>

EXHIBIT B

Response to Comments received regarding the Mitigated Negative Declaration comment period beginning on Thursday, October 1, 2020, and ending on Tuesday, October 20, 2020 regarding MND 2020-02.

([http://www.placentia.org/DocumentCenter/View/8976/Responses-to-Comments to-City-FINAL-10-27-20](http://www.placentia.org/DocumentCenter/View/8976/Responses-to-Comments-to-City-FINAL-10-27-20))

Exhibit C
Amendment of the City of Placentia General Plan Proposed Land Use Land Use
Map – Exhibit 2-2



Attachment "A"
**Special Conditions of Approval and Standard Development Requirements for
Development Plan Review (DPR) No. 2020-01
1314 N. Angelina Drive (APN: 340-273-25)**

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Development Plan Review (DPR) No. 2020-01 is valid for a period of twenty-four (24) months from the date of final determination, unless extended pursuant to Placentia Municipal Code (PMC) Sections 23.75.080. If the development of the site and/or use approved by this action is not established by obtaining Building Permits within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.
2. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
3. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

4. The site plan, floor plans, and elevations, including all associated architectural, landscape, and civil drawings, received and dated September 3, 2020, including the colors and materials palette, shall be the conceptually approved design.
5. Any significant modifications to the approved site plan, floor plans, and elevation plans, including any modifications which will change, expand or intensify the use(s) shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the City of Placentia Planning Commission or may be approved administratively by City staff.
6. All existing church and childcare operations shall remain unaffected by the proposed construction/operation of an affordable senior housing development project and associated improvements. The proposed improvements shall not intensify or substantially modify the existing operations of onsite uses. As determined by the Development Services Director or his/her designee, any future church and/or daycare modifications deemed to intensify or substantially modify existing operations shall be required to submit a Use Permit Modification directly to the Development Services Department for review and approval by the Planning Commission or other approving body as deemed appropriate by the Development Services Director or his/her designee.
7. Prior to issuance of building permits, except as otherwise noted, the following shall be completed:
 - a. Project plans shall be submitted for the review and certification for inclusion into the entitlement file by the Director of Development Services and shall include the following information:
 - i. All Special Conditions of Approval and Standard Development Requirements of DPR 2020-01. Include any project revisions on the applicable sheets of the project plans. Additionally, include separate sheets with approved Special Conditions of Approval and Standard Development Requirements to be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.
 - ii. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
 - iii. Location of transformers, meters and other aboveground appurtenances.

- iv. Two decorative short-term bicycle rack(s) capable of accommodating a minimum of five bicycle spaces shall be installed conveniently located adjacent to Building Nos. 1 and 2. These racks shall accommodate multiple bicycles that be securely locked. The style, design, location and installation of the bicycle parking shall be subject to the satisfaction of the Director of Development Service.
 - v. All trash and waste bins shall be kept inside a decorative trash enclosure(s). The dimensions and access gates of all trash enclosures shall comply with City standard and refuse company standard requirements at the time building permits are issued for the development project. The trash and waste enclosure(s) shall be decorative in nature, and mimic the design, colors, and materials utilized for the project buildings. All trash and waste enclosure gates shall remain closed at all times, except during disposal and pick-up. Trash pick-up shall be done on a regular basis.
 - vi. All mechanical equipment shall be screened from public view to the satisfaction of the Development Services Director.
- b. The developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction stage plan shall include measures such as, but not limited to the following:
- i. A telephone number and name of a designated contact person(s) for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
 - ii. A flag person shall be employed to direct traffic when it is anticipated that construction vehicles accessing the site will impede pedestrian and vehicular access along N. Angelina Drive and Morse Avenue.
 - iii. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
 - iv. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.
 - v. A detailed timeline outlining the course of drilling, grading/construction work that will take place on the property.
- c. An exterior lighting (photometric) plan showing location, type of fixtures and areas

of illumination shall be submitted and reviewed for compliance with City standards and the Placentia Municipal Code. Lighting shall neither negatively impact adjacent properties nor the public right-of-way.

- d. Complete landscape and irrigation plans. The applicant must follow the procedure for approval under the MWELo for the proposed landscaping. A MWELo procedure and approval package is available from the front counter in the Development Services Department.
 - e. Postmaster approval of the location and design of the mailboxes, if applicable.
 - f. An Affordable Housing Plan in accordance with PMC Section 5.30.070.
 - g. All applicable provisions of the Placentia Municipal Code (PMC) shall be met prior to issuance of Building Permits and shall be adhered to at all times.
8. At the request of the Director of Development Services, applicant and/or property owner will provide a Parking Management Plan at their own expense to be reviewed by the Director of Development Services to remedy any parking concerns that may arise with the project. The staff review of the Parking Management Plan will be at the expense of the property owner/property management company.
 9. Developer shall pay all applicable citywide Development Impact Fees adopted by and set forth in City Council Ordinance O-2017-10 and as amended from time to time, excluding the citywide Affordable Housing Fee adopted by and set forth in City Council Ordinance O-2017-11. Developer shall comply with all applicable provisions of PMC Section 5.30.110 and shall comply with condition of approval 7.f. as stated herein, to be eligible for a waiver of the affordable housing fee.
 10. Developer and/or property owner agrees to approve the incorporation of the project into the Community Facilities District No. CFD 2014-01 (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. Said annexation into CFD No. 2014-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
 11. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
 12. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.

13. Developer and/or property owner agrees that the City may, at its sole election, require that, instead of annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District.
14. The individual residential units cannot be occupied, the final Certificate of Occupancy cannot be approved, and utilities cannot be released until the following is completed for each respective portion of the property:
 - a. The property owner(s) and/or their successor(s) willfully agree to annex into those district(s) for the project area identified by Condition Nos. 9-12 above. If the subject property is sold prior to annexation into the three districts, the future property owner(s) must complete the annexation process and no Certificates of Occupancy shall be issued prior to completion of annexation.
 - b. To ensure compliance with the approved Affordable Housing Plan, an Affordable Housing Agreement acceptable to the City Administrator or designee shall be recorded against the residential development project. The Affordable Housing Agreement shall specify the number, type, location, size, phasing, and terms of affordability of all affordable units, provisions for income certification and screening of potential renters of units, including the financing of ongoing administrative and monitoring costs, consistent with the approved affordable housing plan, and subject to final approval by the City Council.
 - c. The property owner(s) shall pay in full all applicable impact fees associated with the development project.
 - d. In accordance with PMC Section 5.30.100, the owner/applicant shall submit an annual report summarizing the occupancy of each affordable housing unit for the year and demonstrating the income-eligibility of the tenant. The City Administrator may require additional information to confirm household income and rental price of the unit if he or she deems necessary
15. The use shall comply with the following:
 - a. The owner/applicant shall provide 64 rental housing units with an average rent affordable to senior citizens earning less than 60% of the Area Median Income and the remaining unit to be utilized as a manager's unit.
 - b. Affordable housing units shall be restricted to occupancy by senior citizens 62 years of age or greater with income levels for which the units were designated, for a period of not less than fifty-five (55) years.

- c. The applicant, property owner(s), and/or respective land management company shall be responsible for maintaining their respective properties, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner(s) within 72 hours of defacement and/or upon notification by the City.
16. The final action of DPR 2020-01 shall be contingent upon final approval of and GPA 2020-01 and ZC 2020-01. In the event the DPR or UP is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.
17. **CEQA MITIGATION MEASURES:**

Aesthetics

AES-1 During project construction the project applicant shall place construction staging areas as far away as possible from adjacent residences so as to minimize, to the maximum extent possible, any potential lighting and/or glare impacts to nearby residences. The lighting used during project construction shall consist of the minimum amount of light necessary for safety and security on the project site.

Biological Resources

BIO-1 If construction is anticipated to commence during the nesting season (between February 1 and August 31 of any given year, or as determined by a local CDFW office), a qualified avian biologist shall conduct a pre-construction nesting bird survey no earlier than one week prior to construction.

In accordance with the MBTA and California Fish and Game Code (CFG) (3503, 3503.5, 3513), if an active bird nest of a protected species is located during the pre-construction survey and potentially will be affected, a no-activity buffer zone shall be delineated on maps and marked in the field by fencing, stakes, flagging, or other means up to 500 feet for raptors, or 100 feet for non-raptors. Materials used to demarcate the nests will be removed as soon as work is complete, or the fledglings have left the nest. The qualified avian biologist will determine the appropriate size of the buffer zone based on the type of activities planned near the nest and bird species.

Buffer zones will not be disturbed until the qualified avian biologist determines that the nest is inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, or the young will no longer be affected by project activities. Periodic monitoring by the qualified avian biologist will be performed to determine when nesting is complete. After the nesting cycle is complete, project activities may begin within the buffer zone.

BIO-2 If special-status wildlife species or nesting bird species are observed and determined present within the project site during the pre-construction breeding bird surveys, then a biological monitor shall be onsite to monitor throughout activities that result in tree or vegetation removal to minimize the likelihood of inadvertent

impacts on nesting birds and other wildlife species. Monitoring shall also be conducted periodically during construction activities to ensure no new nests occur during any vegetation removal or building demolition activities between February 1 and August 31. The biological monitor shall ensure that all best management practices, avoidance, protection and mitigation measures described in the relevant project permits and reports are in place and are adhered to.

The biological monitor shall have the authority to temporarily halt all construction activities and all non-emergency actions if sensitive species and/or nesting birds are identified and would be directly affected. The monitor shall notify the appropriate resource agency and consult if needed. If necessary, the biological monitor shall relocate the individual outside of the work area where it will not be harmed. Work can continue at the location if the applicant and the consulted resource agency determine that the activity will not result in adverse effects on the species.

The appropriate agencies shall be notified if a dead or injured protected species is located within the project site. Written notification shall be made within 15 days of the date and time of the finding or incident (if known) and must include; location of the carcass, a photograph, cause of death (if known), and other pertinent information.

Cultural Resources

CUL-1 If archaeological resources are discovered during construction activities, the contractor will halt construction activities in the immediate area and notify the City. The project applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology who will be notified and afforded the necessary time to recover, analyze, and curate the find(s). The qualified archaeologist will recommend the extent of archaeological monitoring necessary to ensure the protection of any other resources that may be in the area and afforded the necessary time and funds to recover, analyze, and curate the find(s). Construction activities may continue on other parts of the building site while evaluation and treatment of archaeological resources takes place.

CUL-2 If evidence of an archaeological site or other suspected historical resource as defined by CEQA Guidelines § 15064.5, including darkened soil representing past human activity ("midden"), that could conceal material remains (e.g., worked stone, fired clay vessels, faunal bone, hearths, storage pits, or burials) are discovered during any project related earth disturbing activities, all earth disturbing activities within 100 feet of the find shall be halted until the City of Placentia is notified. The project applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology to assess the significance of the find. Impacts on any significant resources shall be mitigated to a less than significant level through data recovery or other methods determined adequate by the archaeologist and that are consistent with the

Secretary of the Interior's Standards for Archaeological Documentation. Any identified cultural resources shall be recorded on the appropriate DPR 523 (A L) form and filed with the SCCIC. Construction activities may continue on other parts of the project site while evaluation and treatment of prehistoric archaeological resources takes place.

CUL-3 If human remains are encountered during excavations associated with this project, all work will stop within a 30-foot radius of the discovery and the Orange County Coroner will be notified (§ 5097.98 of the Public Resources Code). The Coroner will determine whether the remains are recent human origin or older Native American ancestry. If the coroner, with the aid of the supervising archaeologist, determines that the remains are prehistoric, they will contact the NAHC. The NAHC will be responsible for designating the Most Likely Descendant (MLD). The MLD (either an individual or sometimes a committee) will be responsible for the ultimate disposition of the remains, as required by § 7050.5 of the California Health and Safety Code. The MLD will make recommendations within 24 hours of their notification by the NAHC. These recommendations may include scientific removal and nondestructive analysis of human remains and items associated with Native American burials (§ 7050.5 of the Health and Safety Code).

Geology and Soils

GEO-1 To minimize potential impacts resulting from unstable soils, prior to the issuance of a certificate of occupancy, the project applicant shall implement applicable recommendations provided in Section 6.0 of the Preliminary Geotechnical Investigation Report dated January 10, 2020 for the proposed project prepared by Albus Keefe & Associates.

GEO-2 Prior to the issuance of the grading permit, the applicant shall provide a letter to the City of Placentia Planning Department, or designee, from a qualified paleontologist stating that the paleontologist has been retained to provide services for the project. The paleontologist shall develop, as needed, a Paleontological Resources Impact Mitigation Plan (PRIMP) to mitigate the potential impacts to unknown buried paleontological resources that may exist onsite for the review and approval by the City. The PRIMP shall require that the paleontologist perform paleontological monitoring of any ground disturbing activities within undisturbed native sediments during mass grading, site preparation, and underground utility installation. The project paleontologist may reevaluate the necessity for paleontological monitoring after 50 percent or greater of the excavations have been completed. In the event paleontological resources are encountered, ground-disturbing activity within 50 feet of the area of the discovery shall cease. The paleontologist shall examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered. Criteria for discard of specific fossil specimens will be made explicit. If the qualified paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by project planning, then recovery

may be applied. Actions may include recovering a sample of the fossiliferous material prior to construction, monitoring work and halting construction if a significant fossil needs to be recovered, and/or cleaning, identifying, and cataloging specimens for curation and research purposes. Recovery, salvage and treatment shall be done at the Applicant's expense. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the paleontologist. Resources shall be identified and curated into an established accredited professional repository. The paleontologist shall have a repository agreement in hand prior to initiating recovery of the resource.

Hazards and Hazardous Materials

HAZ-1 Due to the age of the existing buildings and the potential presence of asbestos containing materials (ACMs) and lead-based paint (LBP), prior to the commencement of demolition, the project proponent shall retain a qualified environmental consultant to conduct a comprehensive survey of the existing building to be demolished (i.e., the Parish Hall) to confirm the presence or absence of ACMs and LBP. A comprehensive survey of ACMs and a comprehensive LBP survey of painted surfaces in the Parish Hall shall occur prior to any demolition activities to confirm the presence or absence of ACMs or LBP to prevent potential exposure to workers and/or building occupants.

- If the existing buildings are found to contain any ACMs or LBP, a detailed Hazardous Material Abatement Plan shall be prepared, approved, and implemented. The Hazardous Material Abatement Plan shall include a site-specific scope of work and specifications for the proper disposal of hazardous materials. The Hazardous Material Abatement Plan shall be prepared and implemented in accordance with the Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) and all other federal and state standards and regulations.
- The Hazardous Material Abatement Plan shall require that all ACMs and LBP be removed and properly disposed of in accordance applicable laws.
- The Hazardous Material Abatement Plan shall be implemented prior to demolition activities to ensure that any hazardous materials are properly identified, removed, and disposed of offsite at a landfill that can accept asbestos and any other hazardous materials removed from the site.
- A qualified environmental consultant shall be present on the project site during demolition activities and shall monitor compliance with the Hazardous Material Abatement Plan.

Noise

N-1 Project applicants shall require by contract specifications that the following construction best management practices (BMPs) be implemented by contractors

to reduce construction noise levels:

- Ensure that construction equipment is properly muffled according to industry standards and in good working condition.
- Place noise-generating construction equipment and locate construction staging areas away from sensitive uses, where feasible.
- Schedule high noise-producing activities between the hours of 8:00 AM and 7:00 PM to minimize disruption on sensitive uses.
- Implement noise attenuation measures to the extent feasible, which may include, but are not limited to, temporary noise barriers or noise blankets around stationary construction noise sources.
- Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes.
- Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow for surrounding owners and residents to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City prior to issuance of a grading permit.

N-2 Project applicants shall require by contract specifications that heavily loaded trucks used during construction would be routed away from residential streets to the extent feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City prior to issuance of a grading permit.

Public Services

PS-1 The project applicant, with approval from with City of Placentia Planning Department, shall install large visible numbers on buildings and apartments to aid police officers in quickly identifying calls for service locations from a distance.

PS-2 The project applicant shall restrict residents from having long term guests reside at the project site.

Tribal Cultural Resources

TCR-1 Prior to the issuance of a grading permit, the project applicant shall communicate with representatives of the Gabrieleño Band of Mission Indians Kizh-Nation and present evidence of such communication to the City of Placentia Community Development Department Director, or designee, demonstrating the following shall occur:

- On-call monitoring services by a qualified Native American Monitor to address unanticipated prehistoric or tribal resources. The Native American Monitor shall be present at the pre-grading conference to establish procedures for tribal cultural resource surveillance.
- Native American Indian Sensitivity Training by a qualified Native American Monitor for construction personnel. The training session shall include a handout and focus on how to identify Native American resources encountered during earthmoving activities and the procedures followed if resources are discovered, the duties of the Native American Monitor of Gabrieleño Ancestry, and the general steps the Monitor would follow in conducting a salvage investigation.
- Construction Monitoring by a qualified Native American Monitor for ground-disturbing construction activities, as follows:
 - Initial clearing and rough grading activities (e.g., pavement removal, auguring, boring, grading, excavation, potholing, and trenching);
 - Spot checking of previously disturbed soils that have not been previously monitored; and
 - Monitoring previously undisturbed native soils.
- The Native American Monitor(s) shall complete monitoring logs on a daily basis when onsite. The logs shall provide descriptions of the daily activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when the project site grading and excavation activities of previously undisturbed native soils are completed, or when the Tribal Representatives and Monitor have indicated that the site has a low potential for tribal cultural resources. The Tribal Monitor shall provide a monitoring final report, with daily logs, to the project applicant.

TCR-2 Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. If funerary objects are discovered during grading or archeological excavations, they shall be treated in the same manner as bone fragments that remain intact and the construction contractor and/or qualified

archeologist shall consult with the Gabrieleno Band of Mission Indians – Kizh Nation (Tribe).

TCR-3 As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the Orange County Coroner's office shall be immediately notified and no further excavation or disturbance of the discovery or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code 5097.98. The Coroner would determine within two working days of being notified, if the remains are subject to his or her authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) within 24 hours. The NAHC would make a determination as to the Most Likely Descendent.

In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of covering is not available, a 24-hour guard shall be posted outside of working hours. If the remains are Native American, the Tribe shall make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials shall be removed and the project applicant shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects, if possible. The Tribe shall work closely with the qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by means as necessary to ensure completely recovery of all material. If the discovery of human remains includes four (4) or more burials, the location shall be considered a cemetery and a separate treatment plan shall be created. The project applicant shall consult with the Tribe regarding avoidance of cemetery sites. Once complete, a final report of all activities shall be submitted to the NAHC. The Tribe does not authorize any scientific study or the utilization of any invasive diagnostics on human remains with prior review and approval of study plans.

Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony shall be removed to a secure container on site if possible. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location mitigated between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:

18. The project shall comply with 2019 editions of CBC, CMC, CEC, CPC, CFC, CALGreen, & California Energy Code as adopted and amended by the City of Placentia from time to time subject to the satisfaction of the Development Services Director or his/her designee.
19. Provide an approved precise grading plan to be used as site plan, which shall address complete site accessibilities.
20. The plans shall be reviewed and approved by Placentia Fire and Life Safety Department.
21. Approval of Orange County Water and Sanitation District is required.

PUBLIC WORKS DEPARTMENT:

22. All improvements and grading plans shall be drawn on the city's templates, twenty-four (24) inch by thirty-six (36) inch Mylar in size and signed by a registered civil engineer or other registered/licensed professional as required (see attached Template).
23. Provide Signature block for City Engineer: License Number: C52786.
24. Provide surveying plans showing control points, elevations and coordinates on the precise grading plan.
25. Prior to issuance of Certificate of Occupancy or building final, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances.
26. Provide a Bond Estimate for all improvements. Performance and Labor/Material bonds shall be required prior to issuance of grading permit. This is to guarantee completion of all public improvements in addition to grading, drainage and erosion control to the satisfaction of the City.
27. Provide demolition plans showing all existing trees, walls, curb and gutter, utilities, street lighting, power poles, barricades, etc.
28. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to ensure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.
29. All public improvements shown on the plans shall be constructed to City of Placentia standards, ordinances, policies and/or reasonably determined by the City Engineer to

be applicable.

Demolition

30. Provide a site plan showing that the new building footprint will be completely outside of the easement areas.
31. The existing sanitary sewer lines must be removed and capped at the property line. The sewer cap shall be inspected and shall not be covered until an inspection has been made by the Department of Public Works Inspector. This inspection shall be requested at least 24 hours before the inspection is needed.
32. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to ensure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.
33. Provide an erosion control and Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during and post excavation activities.
34. A copy of the Grant deed and owner's permission on the application for demolition is required at the time of issuance of the permit.
35. Provide a full set of plans for demolition of the existing facilities and utilities, including above ground and underground structures, footings, utilities, vaults, fences, walls, sewer lines, storm drain pipes, waterlines, etc., Plans shall address conditions and procedures, as are necessary, to show that the demolition work will be conducted without creating a hazardous condition, when excavating next to other existing footings, walls and slopes. A separate demolition permit is required from the Building Department, prior to performing any kind of demolition on site.
36. Provide AQMD Rule 1403 permit number, prior to starting any demolition work.

Sewer Line Improvements and Construction

37. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the Public Works Director.
38. 23. Please provide Hydrology/Hydraulic Calculations and show the drainage and runoff to the street.
39. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments are allowed."
40. The project shall be designed to accept and properly dispose of all off-site drainage

flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.

41. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
42. The post development peak flow rate generated from the project site shall be less than or equal to the pre-development peak flow rate from the site for all frequency storms up to and including 100-year return.
43. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

Public Improvements

44. The existing pavement, sidewalk and curb/gutter conditions within the limits of the project are determined to be unsuitable due to cracking, irregular surface, age, water damage, and/or failure to meet city standards. The applicant shall provide street resurfacing of entire section of pavement, full width, along the full length of property frontage (grind to a depth of 2-inch and apply 2-inch overlay of rubberized asphalt.) All public improvements shown on the plans and/or tentative map shall be constructed to the Orange County and the City of Placentia standards, ordinances, policies as approved by the City Engineer.
45. All utilities to the project site will be undergrounded. All existing overhead utilities and utility poles currently located on the project site must be removed and undergrounded.
46. The applicant shall repair and replace the damaged sidewalks and curb and gutter adjacent to the property.
47. Provide details for the new driveways, ADA ramps, and sidewalks per the City of Placentia Standards (OC Standard Plans) and the latest Standard Specifications of Public Works Contraction (The Green Book) will also apply for the design and

construction of the public improvements. All new and existing sidewalk and driveway will have to be ADA compliant and replaced from joint to joint over the entire frontage of the parcel. Applicant must hire a CASp consultant to certify all ADA Improvements, per the latest ADA/California Building Code requirements for design, construction and obtain a final CASp certification for all ADA ramps and pathways within the public right-of-way.

48. During construction the applicant is responsible for locating, relocating and preserving all monuments within the project limits in accordance with Penal Code §605.

Grading

49. Provide volumes of cut and fill on the grading plan.
50. The development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. Drainage shall be indicated on the precise grading plans.
51. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long-term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.
52. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by Applicant.
53. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project

development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.

54. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineering that coverage has been obtained under the California's General permit for Discharge of the Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resource Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number of the city engineer. Construction Activity subject to this permit includes clearing, grading and disturbance to the ground such as stockpiling, and excavation. Prior to the issuance of a grading permit, the applicant shall submit to the city engineer for review a stormwater pollution prevention plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.
55. The final grading plan for parcel shall be substantially the same, specifically regarding pad elevations, size, and configurations; as the proposed grading illustrated on the approved site plan. If there is a significant deviation between the two plans the Community development Director and City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to issuance of the grading permit. The Community Development Director and the City Engineer may refer the matter to the planning Commission for an opinion before deciding. Failure to achieve such a finding will require processing a revised site plan.
56. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.
57. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.
58. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.
59. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo censored cell.
60. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD.

FIRE AND LIFE SAFETY DEPARTMENT

61. A fire flow as determined by CA Fire Code Appendix B105.1(2) is as follows:
Building 1: 1,625gpm@20psi for a 2-hr duration
Building 2: 1,875gpm@20psi for a 2-hr duration
Church/Community Building: 1,500gpm@20psi for a 2-hr duration

Due to the proximity of the proposed buildings, the most restrictive fire-flow can be used site-wide to satisfy the requirements. A will-serve letter with fire flow availability will be required to be submitted with the Fire Master Plan.

62. Hose Pull/Emergency Vehicle Access: The NW section of the proposed community building and the SE section of the Building 1 exceed the maximum hose pull length of 150' as measured from the nearest fire apparatus access. Identify if the courtyard for building 2 is proposed to be vehicle accessible. (To be reviewed and approved on the Fire Master Plan)
63. Emergency Access: KNOX automatic key switches are required at automatic gates. KNOX key boxes will be required at each building for access to utility rooms that contain fire protection equipment.
64. Premises Identification: Addressing shall be on the access side of the building with a minimum size of 4 inches with a ½ stroke in accordance with CA Fire Code section 505.1. An address monument at the entrances of the complex may also be required. (To be reviewed and approved on the Fire Master Plan).
65. Fire Sprinklers: A fire sprinkler system designed to 2016 NFPA 13R standards is required to be installed throughout buildings 1 and 2 in accordance with CA Fire Code section 903.
66. Fire Alarms: A fire alarm system (fire sprinkler monitoring) designed to 2016 NFPA 72 standards is required to be installed for buildings 1 and 2 in accordance with CA Fire Code section 907.
67. Extinguishers: A 2A10BC fire extinguisher(s) shall be installed on the exterior of the building(s), in a secured cabinet with no more than 75^{ft} travel distance from each living unit in accordance with CA Fire Code Section 906. 2A10BC fire extinguisher(s) will be required in the community building no more than 75^{ft} travel distance from any point.
68. All utility rooms including shall be clearly labeled with 6-inch lettering and shall be red in color to identify location(s) of fire protection equipment.
69. Emergency parking zones shall be designated and painted red with signage reading "No Parking, Fire Lane." (To be reviewed and approved on the Fire Master Plan)
70. A Methane Mitigation Report was submitted and reviewed meeting the requirements

of CalGEM.

71. The following plan submittals are required to be submitted and reviewed by the Fire Dept.:

- a. Fire Master Plan
- b. Architectural Plan
- c. Fire Sprinkler Plan
- d. Fire Alarm Plan

ORDINANCE NO. O-2020-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PLACENTIA FROM “R-1” (SINGLE FAMILY RESIDENTIAL) TO “R-3” (HIGH DENSITY RESIDENTIAL) ON AN APPROXIMATELY 3.85-ACRE PARTIALLY DEVELOPED LOT LOCATED AT THE NORTHEAST CORNER OF NORTH ANGELINA DRIVE AND EAST MORSE AVENUE (APN 340-273-25)

City Attorney’s Summary

This Ordinance would result in an amendment to the Official Zoning Map of the City of Placentia modifying the Zoning of the project site from it’s existing “R-1” Zoning District to the “R-3” Zoning District.

WHEREAS, the City of Placentia wishes to amend the Official Zoning Map of the City of Placentia, changing the existing “R-1” (Single Family Residential) Zoning District to “R-3” (High Density Residential) for property located on an approximately 3.85-acre developed lot at the northeast corner of North Angelina Drive and East Morse Avenue to allow for the construction of 64 senior affordable housing units and one manager’s unit, and certification of a Mitigated Negative Declaration to ensure environmental impacts of General Plan Amendment No 2020-01, Zoning Change No. 2020-01, and Development Plan Review No. 2020-01 are mitigated to a level that is less than significant in accordance with the California Environmental Quality Act (“CEQA”) and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations (“CCR”) Section 15000 et. seq., Public Resources Code Section 21000 et. seq.; and

WHEREAS, in accordance with CEQA, an Initial Study was prepared to review and consider the environmental impacts of the land use change to the existing Zoning District and Land Use designation to allow for the development of 65-unit senior affordable housing development. Based upon the Initial Study, on or about October 1, 2020, the City of Placentia, as lead agency, published a Notice of Intent to Adopt a Mitigated Negative Declaration (“MND”) based on potentially significant impacts on the environment with respect to Aesthetics, Biological Resources, Geology/Soils, Noise, Cultural Resources, Hazards and Hazardous Materials, Public Services, Tribal Cultural Resources, and Mandatory Findings of Significance. The MND incorporated mitigation measures that would bring all environmental effects of the GPA, ZC, and DPR to a level that is less than significant; and

WHEREAS, on or about November 10, 2020, the Planning Commission of the City of Placentia held a duly noticed public hearing and recommended to the City Council approval of the modification to change the current Land Use designation from “Low Density Residential” to “High Density Residential”, change the existing zoning from “Single Family Residential” (R-1) to “High Density Residential” (R-3), amending the

official Zoning Map of the City of Placentia and Land Use Element of the General Plan, and adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the entire project; and

WHEREAS, the City of Placentia provided notice of the City Council's public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030; and

WHEREAS, on December 1, 2020, the City Council of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, all other prerequisites to the adoption of this resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF PLACENTIA DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. CEQA. The Mitigated Negative Declaration circulated for public review contains all contents as required in CCR Section 15071. The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. In adopting Resolution No. R-2020-XX, the City Council certified and adopted Mitigated Negative Declaration 2020-02 and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the project in compliance with CEQA and the City of Placentia Environmental Guidelines.

SECTION 4. The City Council hereby amends the Official Zoning Map of the City of Placentia for the project area, maintained in accordance with the provisions of § 23.08.020 of the Placentia Municipal Code, as set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The zone change for properties shown on Exhibit "A" is a change from "R-1" to "R-3."

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

SECTION 6. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

SECTION 7. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 1st day of December 2020.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 202__.

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 Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 1st day of December 2020 and adopted at a regular meeting of the City Council of the City of Placentia, held on the ___ day of _____ 202__ by the following vote:

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

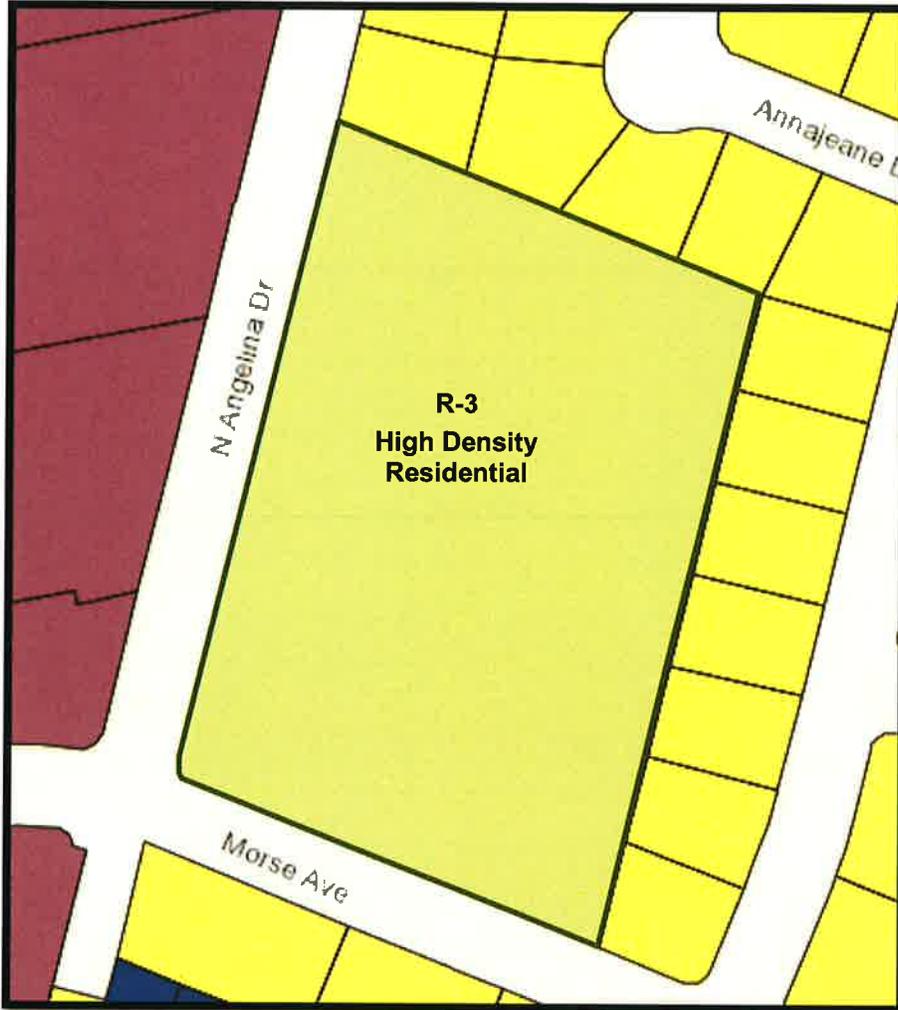
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A: Amendment to the City of Placentia Zoning District Map

Exhibit A
Amendment to the City of Placentia Zoning District Map



Placentia Senior Housing



RRM Design Group

10 E. Figueroa St., Suite 1
Santa Barbara, CA 93101

Tel: 805.963.8283
Fax: 805.963.8184
www.rrmdesign.com



9421 Haven Avenue
Rancho Cucamonga, CA 91730
Tel: 949.394.7996 Fax: 909.403.0524
nationalcore.org

Project Data

Project Description: Senior Housing on Church of the Blessed Sacrament property. There are two buildings with a total of 59 1-bedroom units and 6 2-bedroom units. Amenities include laundry, garden and terrace patrolling areas.

Address: 1314 N. Angeline Drive, Placentia CA 92670

APN(s): 340-273-25

Existing Land Use Designation: R-1 (6 du/ac)

Proposed Land Use Designation: High Density Residential (25 du/ac)

Existing Zoning: R-1

Proposed Zoning: R-3 (25 du/ac)

Existing Use: Church Sanctuary, Parish Hall, Office and Classrooms

Proposed Use: Affordable Senior Apartments, Community Room, Church Sanctuary, Parish Hall, Office and Classrooms

Lot Area: 3.85 Acres

Gross Building Areas

Building 1	24,631 SF
Building 2	30,316 SF
Parish Hall Building Addition	3,974 SF
Covered Porch	544 SF
Existing Church and Parish Hall	7,868 SF
Existing Parish Hall Area to be removed	3,472 SF
Existing Church Area to remain	4,496 SF

Allowable Area Analysis

Building 1

- Occupancy R-2
- Construction Type VA, S13R
- Total Floor Area 24,631 SF
- Allowable Area = $(A + (NS \times I)) \times S_1$
- From table 506.2: A = 12,000 SF, NS=12,000, I=1, S₁=2
- Allowable Area = $(12,000 + (12,000 \times 1)) \times 2 = 48,000 \text{ SF} > 24,631 \text{ SF} \rightarrow \text{O.K.}$

Building 2

- Occupancy R-2
- Construction Type VA, S13R
- Total Floor Area 30,316 SF
- Allowable Area = $(A + (NS \times I)) \times S_1$
- From table 506.2: A = 12,000 SF, NS=12,000, I=1, S₁=2
- Allowable Area = $(12,000 + (12,000 \times 1)) \times 2 = 48,000 \text{ SF} > 30,316 \text{ SF} \rightarrow \text{O.K.}$

Church - Community Building

- Occupancy A-3
- Construction Type VB, NS
- Total Floor Area 4,496 SF (Church) + 3,974 SF (Community Building) = 8,470 SF
- Allowable Area = $A + (NS \times I)$
- From table 506.2: A = 6,000 SF, NS=6,000, I=1
- Allowable Area = $(6,000 + (6,000 \times 1)) = 12,000 \text{ SF} > 8,470 \text{ SF} \rightarrow \text{O.K.}$

Utility Companies

Electricity: Edison Electric
Gas: So Cal Gas Company
Water: Golden State Water
Trash Service: Republic Trash Company

Sheet Index

A0-0	Cover Sheet
A0-1	Existing Site Photo Exhibit
A0-2	Site Plan
A1-1	Building 1 First Floor Plan
A1-2	Building 1 Second Floor Plan
A1-3	Building 1 Roof Plan
A1-4	Building 1 Elevations
A2-1	Building 2 First Floor Plan
A2-2	Building 2 Second Floor Plan
A2-3	Building 2 Roof Plan
A2-4	Building 2 Elevations
A2-5	Building 2 Elevations
A3-1	New Parish Hall Floor Plan
A3-2	Church and Parish Hall Roof Plan
A3-3	Church and Parish Hall Elevations
A4-0	Building Sections
A5-0	Typical Unit Plans
A6-0	Trash Enclosure & Shed - Plans and Elevations
A7-0	Perspectives
A8-0	Color and Materials Board
C1	Civil Site Plan - Existing Conditions
C2	Civil Site Plan - Improvements
C3	Fire Master Plan
E1	Site Photometric Plan
E2	Electrical Details
L1	Landscape Site Plan
L2	Landscape Enclosure Diagram
L3	Landscape Planting Palette
U1	Dry Utility Plan

Residential Unit Count

	One Bedroom	Two Bedrooms	3+ Bedrooms
Building 1	28	4	0
Building 2	30	2	1
	58 units	6 units	1 unit

Total Residential Units: 65

Parking Matrix

	One Bedroom	Two Bedrooms	3+ Bedrooms
Building 1	28	4	0
Building 2	30	2	1
	58 units	6 units	1 unit

Total Residential Units: 65

Total Parking Stall Count Requirements

	(E) Church/Proposed Parish Hall Parking	New Senior Affordable Housing
Existing Parking	55	0
Stalls Required Parking per AB 744 (1.5 stalls per residential unit)	87	65 affordable senior housing units x 0.5 parking spaces per unit = 32.5 parking spaces required
City of Placentia Parking Requirements	85	(59) Habitat x 1.75 = 103 (6) Senior x 2 = 12 Total Resident Spaces = 115 Senior Spaces = 12 x 2 = 24 Total Required for High Density Residential = 134
Proposed Parking Spaces (Same as Existing)	85 Spaces	45 New Parking Spaces (Exceeds State Requirement)
Total Parking Provided	130 Spaces	

EV and ADA Stall Count Requirements

	North Parking	South Parking
ADA Parking Required	2 (1 of which is Van)	4 (1 of which is Van)
ADA Stalls Provided (Existing and Proposed)	2 (1 of which is Van)	4 (1 of which is Van)
EV Ready Stalls Required	4 (1 of which is Van)	10 (1 of which is Van and 1 of which is Standard Accessible)
EV Ready Stalls Provided	4 (1 of which is Van)	10 (1 of which is Van and 1 of which is Standard Accessible)

Vicinity Map



Site Coverage

Grass Lot Area (SF)	174,296 SF
Net Lot Area (SF)	167,536 SF/ 3.85 acres
Maximum Max Lot Coverage Allowed	80% (100,521 SF)
Proposed Net Lot Coverage:	57%
Building Footprints (Existing and Proposed)	36,500 SF
Parking and Driveways	56,048 SF
Covered Porches	2,892 SF
Total Proposed Net Lot Coverage	95,440 SF
Percentage Open Space Required:	43%
Percentage Open Space Provided:	43%

Applicable Codes

2019 California Building Code	2019 California Green Building Standards Code
2019 California Plumbing Code	2019 California Referenced Standards Code
2019 California Electrical Code	Fair Housing Law
2019 California Fire Code	2015 ADA Standards for Accessible Design
2019 California Energy Code	Uniform Federal Accessibility Standards
2019 California Administration Code	City of Placentia City Code

1314 N. Angeline Dr. Affordable Senior Housing

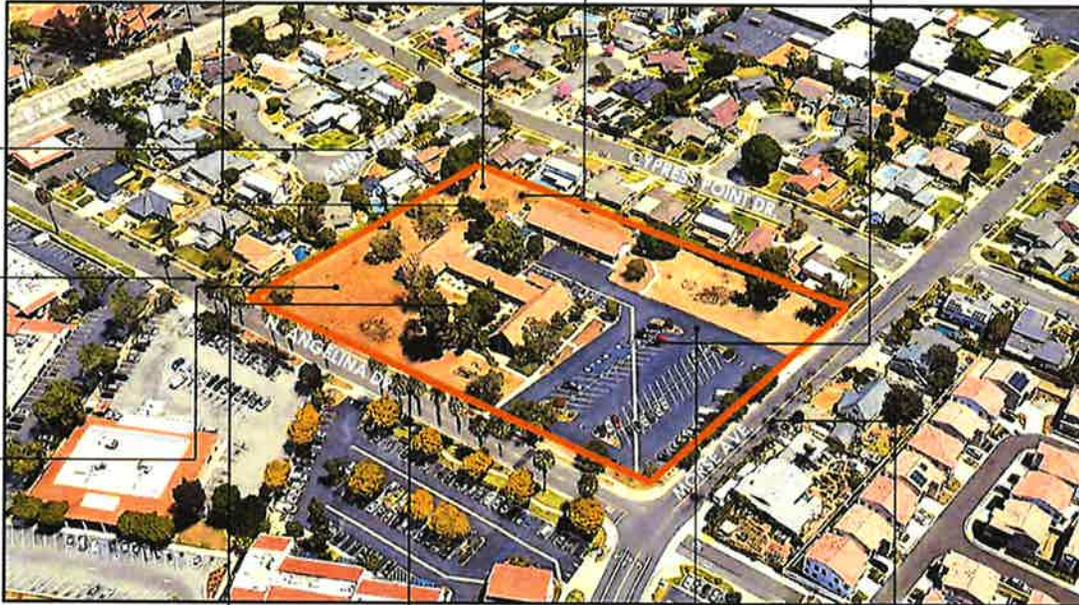
A.P.N. 340-273-25

1314 N. Angeline Drive, Placentia, CA 92670

Cover Sheet

A0-0

ATTACHMENT 3



1314 N. Angelina Dr. Affordable Senior Housing

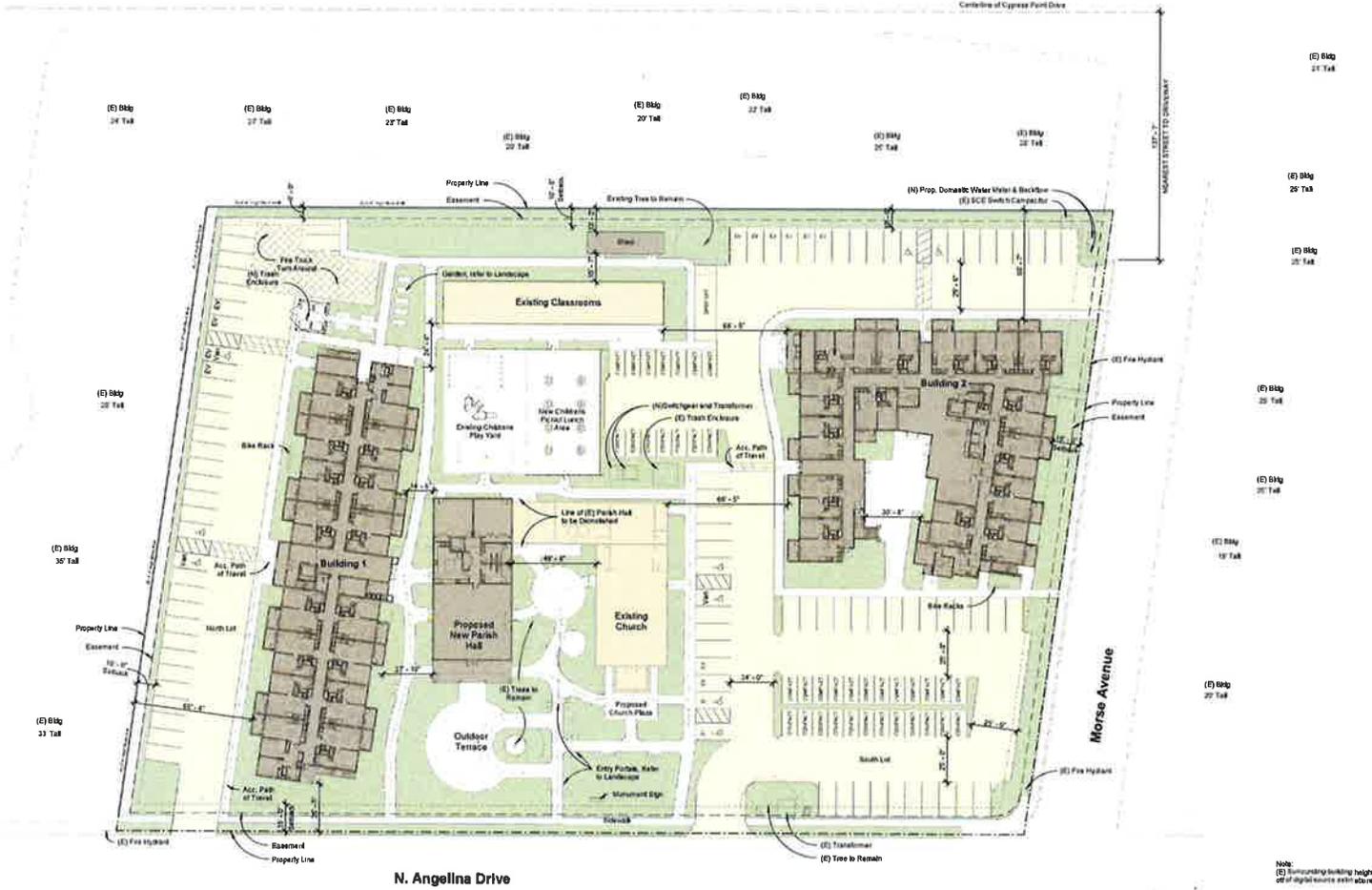
Existing Site Photo Exhibit

A0-1

ATTACHMENT 3 06/28/2020

Site Coverage

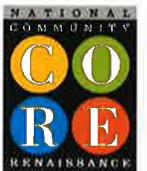
Gross Lot Area (SF)	174,286 SF
Net Lot Area (SF)	167,538 SF 3.85 acres
Maximum Net Lot Coverage Allowed	60% (100,521 SF)
Proposed Net Lot Coverage	57%
Building Footprints (Existing and Proposed)	38,500 SF
Parking and Driveways	56,048 SF
Covered Patios	2,892 SF
Total Proposed Net Lot Coverage	97,440 SF
Percentage Open Space Required	40%
Percentage Open Space Provided	43%



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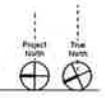
1314 N. Angelina Dr. Affordable Senior Housing

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Site Plan

1 Site Plan
SCALE: 1" = 30'-0"



Note:
(E) Finishing parking heights are based off of signal sources exist above

A0-2
08/18/2020

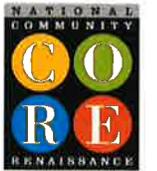
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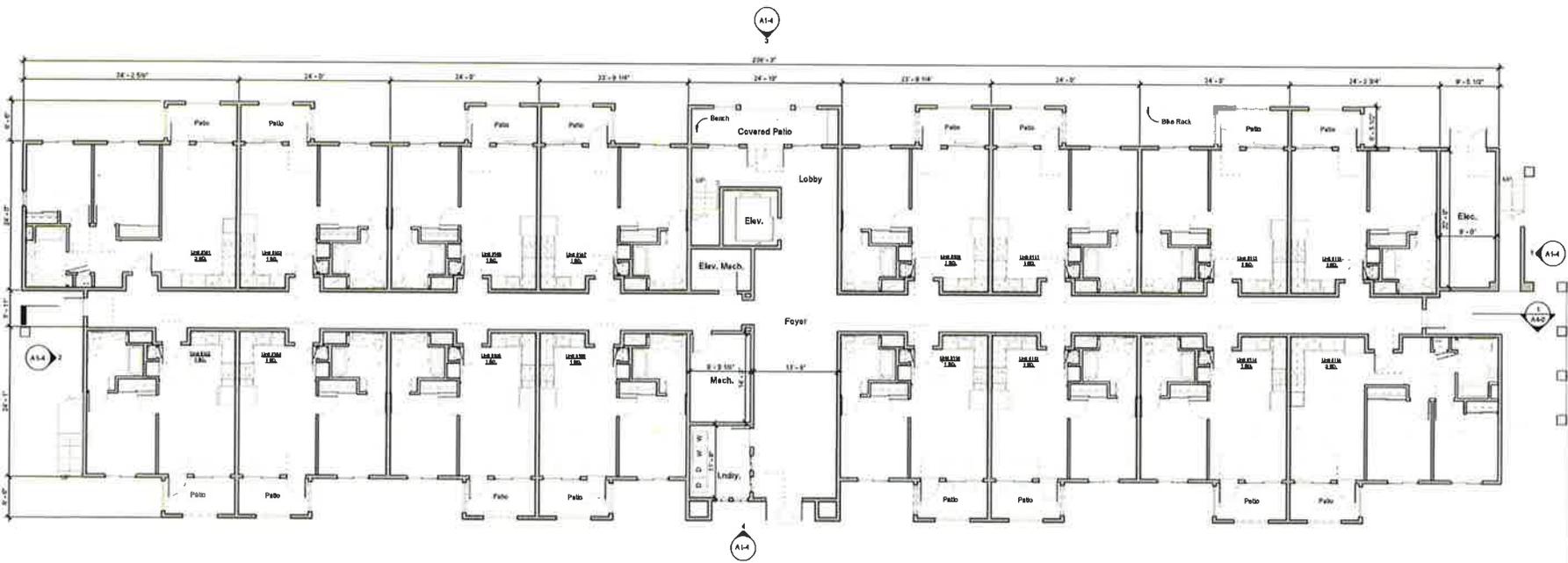


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Site Diagram - Building 1

1" = 100'-0"



Unit Breakdown: Building 1 Level 1
(1) Type A: 14/116
(2) Type B: 2/104



1 Building 1 - Level 1
SCALE: 1/8" = 1'-0"

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Building 1 First Floor Plan

A1-1
06/28/2020

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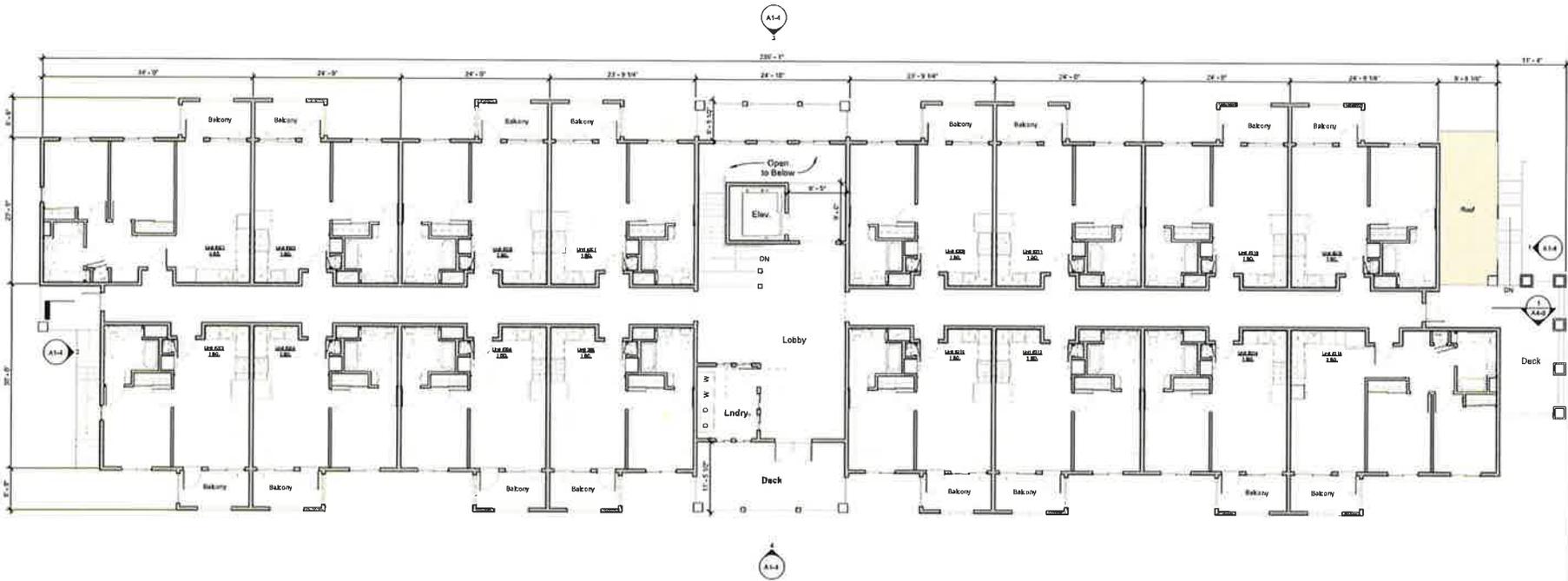
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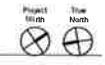
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Site Diagram - Building 1
1" = 100'-0"



2025 Breakdown: Building 1 Level 2
G16 Type A: 10/100
G17 Type B: 10/100



1 Building 1 - Level 2
SCALE: 1/8" = 1'-0"

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Building 1 Second Floor Plan

A1-2
08/28/2020

ATTACHMENT 3



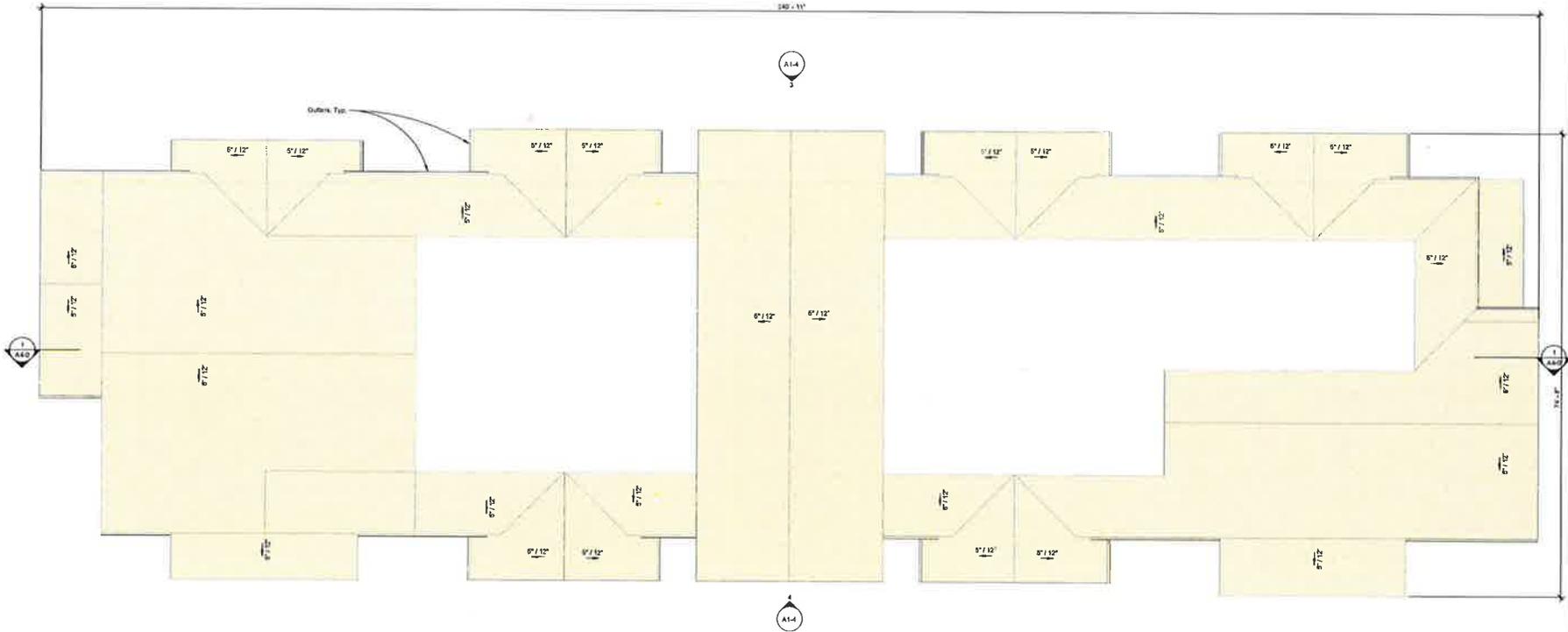
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1 Roof Plan - Building 1

SCALE: 1/8" = 1'-0"



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Building 1 Roof Plan

A1-3

08/28/2020

ATTACHMENT 3



3 Building 1 - North
SCALE: 3/32" = 1'-0"



4 Building 1 - South
SCALE: 3/32" = 1'-0"



1 Building 1 - East
SCALE: 3/32" = 1'-0"



2 Building 1 - West
SCALE: 3/32" = 1'-0"



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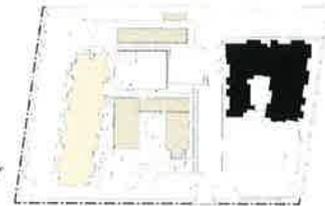
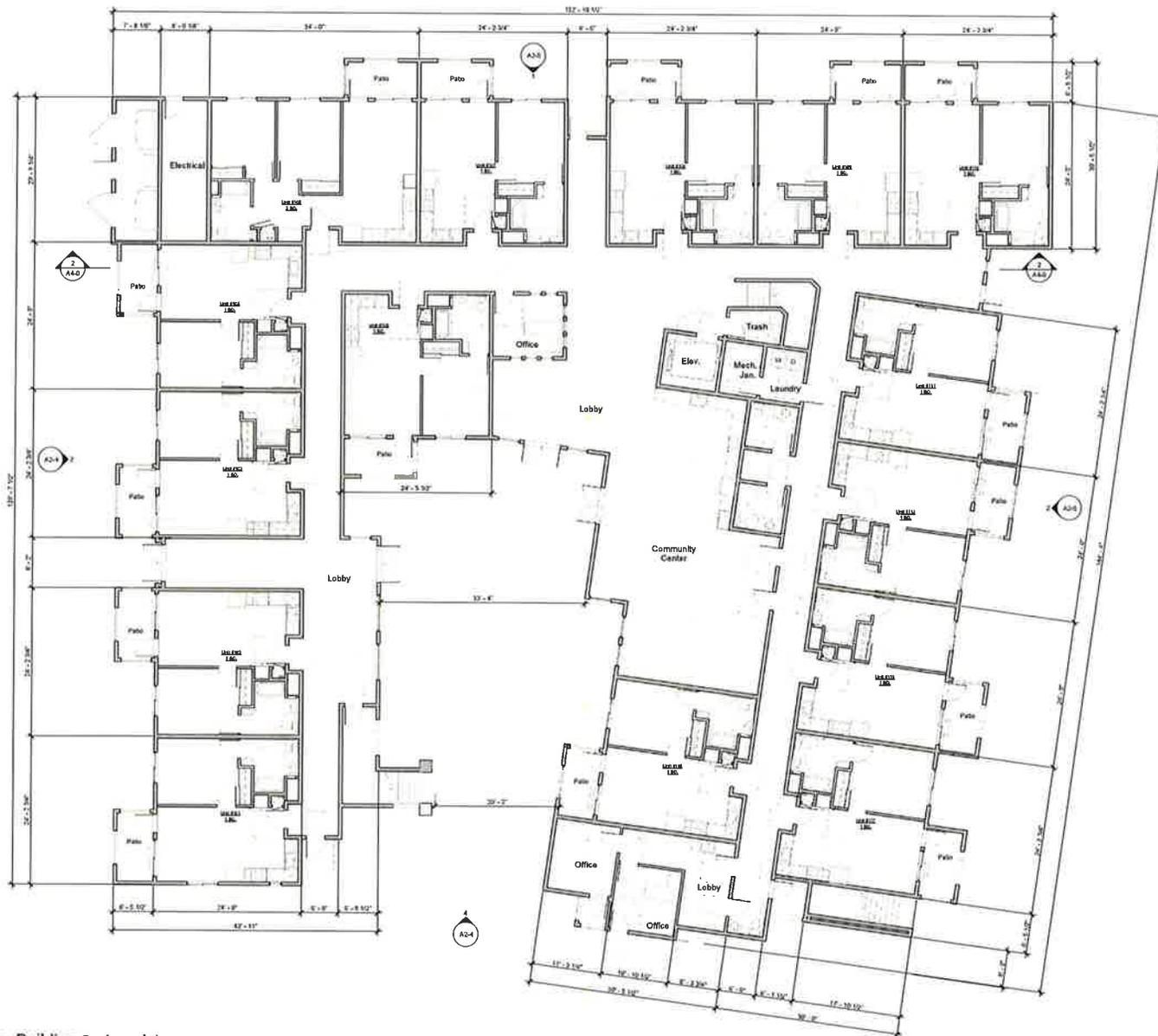
A.P.N. 340-273-25

1314 N. Angelina Drive Placentia, CA 92670

Building 1 Elevations

A1-4

ATTACHMENT 3



Site Diagram - Building 2
1" = 100'-0"

1 Building 2 - Level 1
SCALE: 1/8" = 1'-0"

Project North The North
 
 Unit Breakdown: Building 1, Level 1
 (14) Type A 1041sq
 (11) Type B 2041sq



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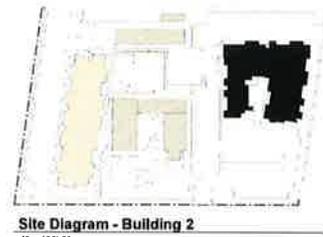
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Building 2 First Floor Plan

A2-1
08/28/2020

ATTACHMENT 3



Site Diagram - Building 2
1" = 100'-0"

1 Building 2 - Level 2
SCALE: 1/8" = 1'-0"

Project North	True North	Wall Breakdown, Building 2 Level 2
		(10) Type A, 1/2" / 1/4"
		(1) Type B, 200# / 1/4"
		(1) Type C, 1/4", 1/2" / 1/4"



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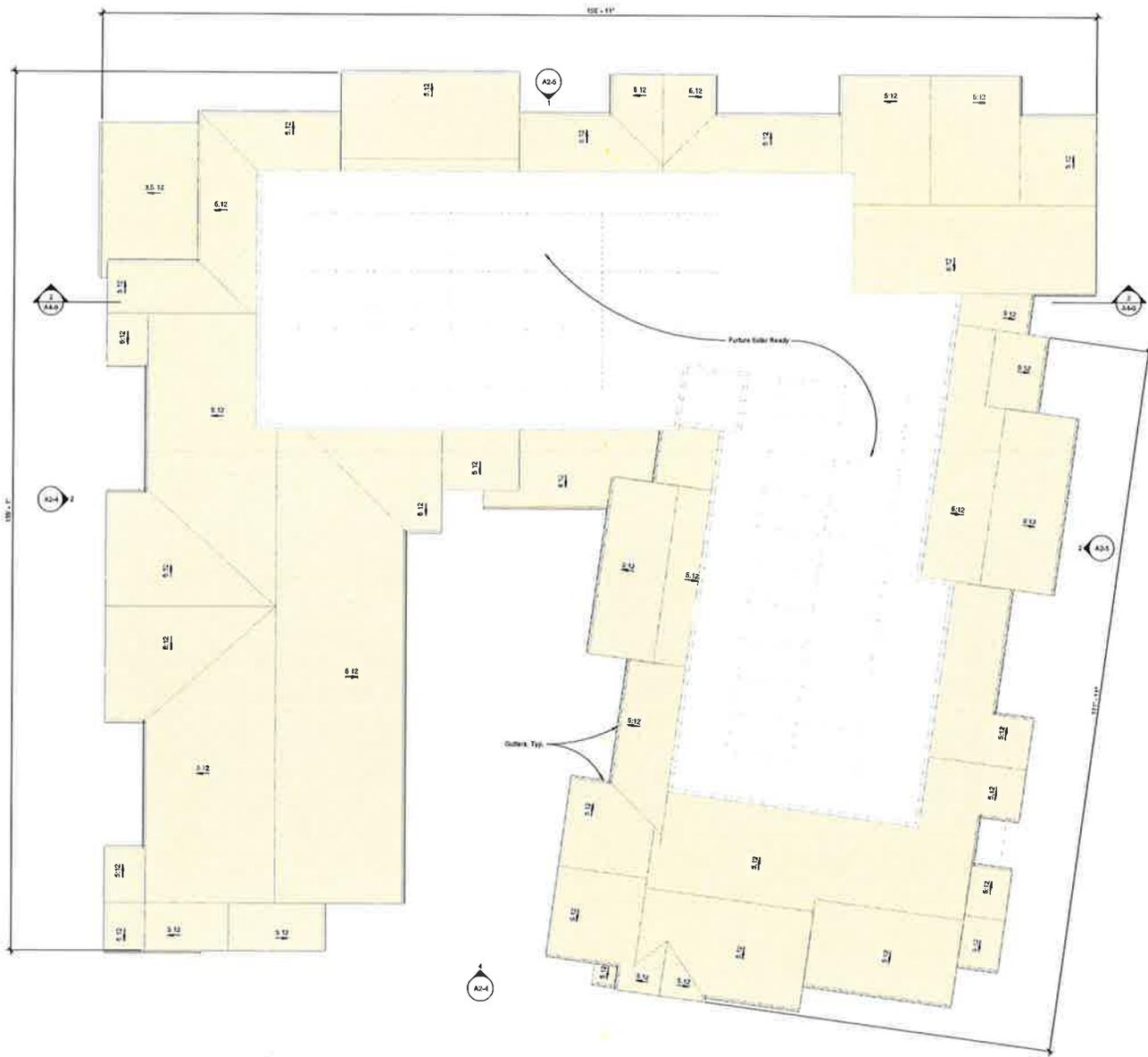
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Building 2 Second Floor Plan

A2-2
06/28/2020

ATTACHMENT 3



1 Roof Plan- Building 2

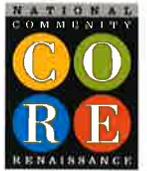
SCALE: 1/8" = 1'-0"



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Building 2 Roof Plan

A2-3
08/28/2020

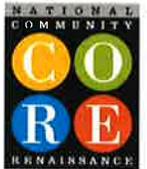
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④ **Building 2 - West**
 SCALE: 3/32" = 1'-0"



② **Building 2 - North**
 SCALE: 3/32" = 1'-0"

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Building 2 Elevations

A2-4
ARCHITECTURE

ATTACHMENT 3



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① **Building 2 - East**
SCALE: 3/32" = 1'-0"



② **Building 2 - South**
SCALE: 3/32" = 1'-0"

1314 N. Angelina Dr. Affordable Senior Housing

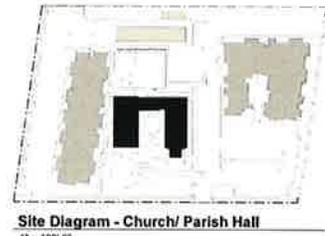
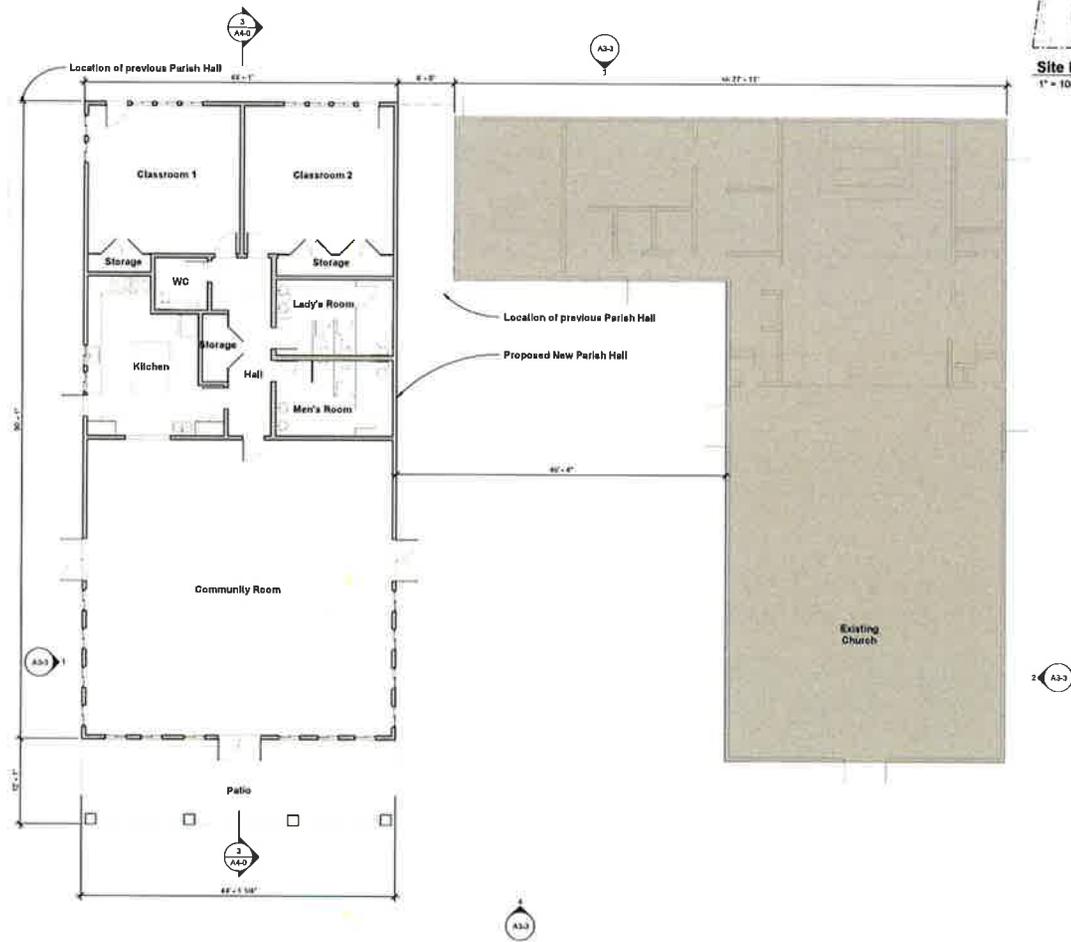
A.P.N. 340-273-25

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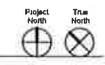
Building 2 Elevations

A2-5
5/8/2020

ATTACHMENT 3



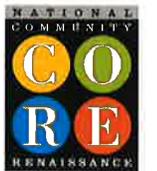
1 New Parish Hall Building Plan
SCALE: 1/8" = 1'-0"



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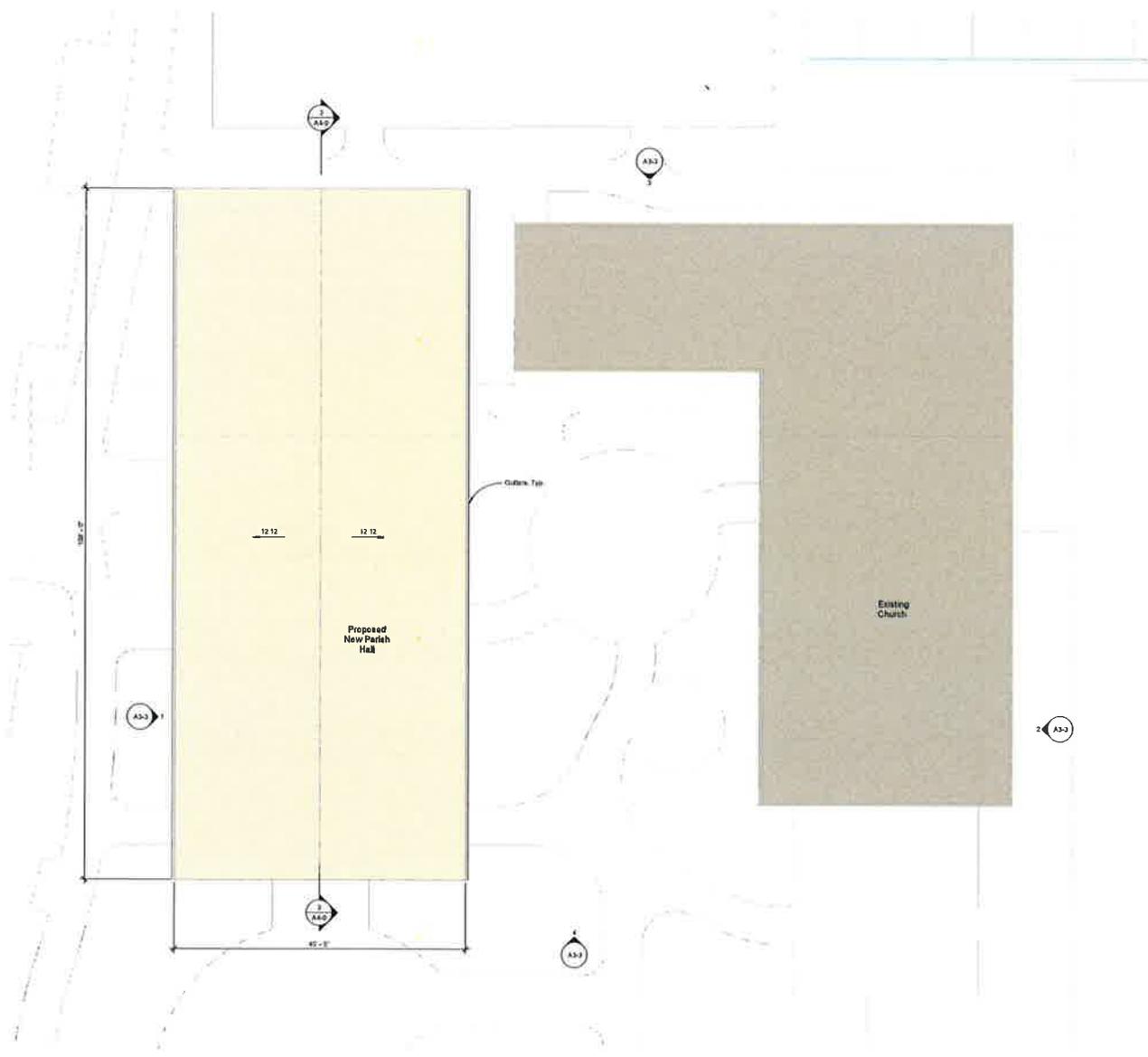
A.P.N. 340-273-25

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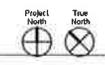
New Parish Hall Floor Plan

A3-1
04/28/2020

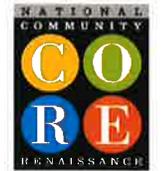
ATTACHMENT 3



1 Roof Plan - Church/ Parish Hall
SCALE: 1/8" = 1'-0"



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Church and Parish Hall Roof Plan

A3-2
5/6/2020

ATTACHMENT 3



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④ Church/ Parish Hall - West
 SCALE: 3/32" = 1'-0"



① Church/ Parish Hall - North
 SCALE: 3/32" = 1'-0"



③ Church/ Parish Hall - East
 SCALE: 3/32" = 1'-0"



② Church/ Parish Hall - South
 SCALE: 3/32" = 1'-0"

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Church and Parish Hall Elevations

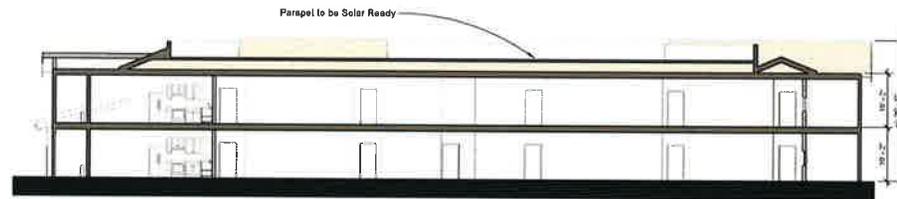
A3-3

04/18/2020

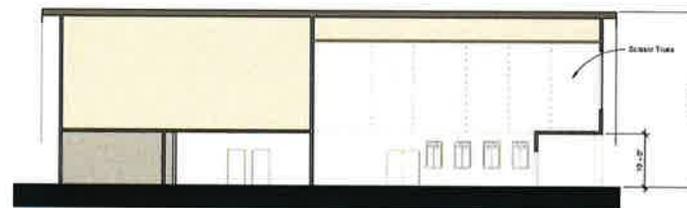
ATTACHMENT 3



1 Building 1 Section
SCALE: 3/32" = 1'-0"



2 Building 2 Section
SCALE: 3/32" = 1'-0"



3 Church/Parish Hall Section
SCALE: 3/32" = 1'-0"



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Building Sections

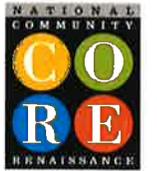
A4-0
08/24/2020



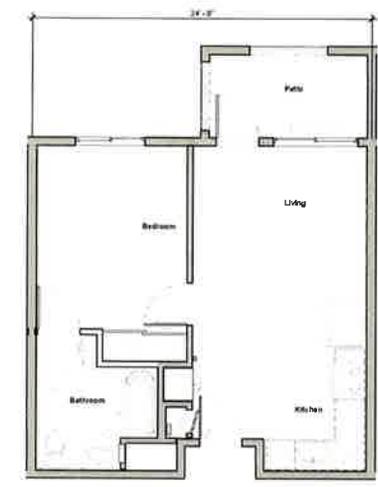
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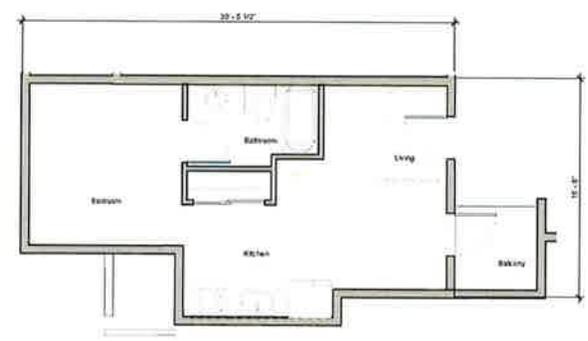
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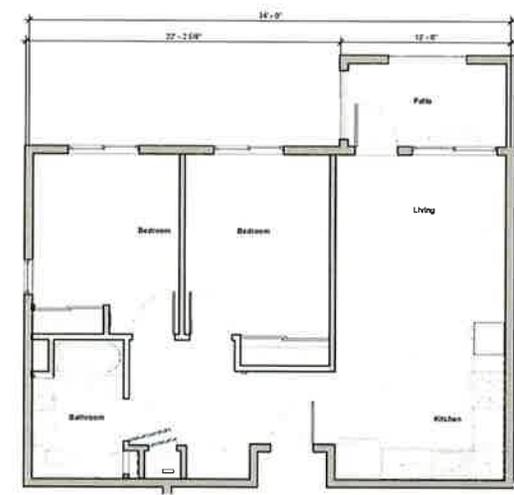
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① Typical 1 Bedroom Unit - 569 Gross SF
SCALE: 1/4" = 1'-0"



③ Typical Jr. 1 Bedroom Unit - 467 Gross SF
SCALE: 1/4" = 1'-0"



② Typical 2 Bedroom Unit - 810 Gross SF
SCALE: 1/4" = 1'-0"

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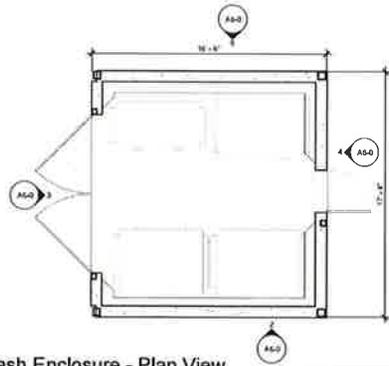
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1314 N. Angelina Drive, Picoeille, CA 92070

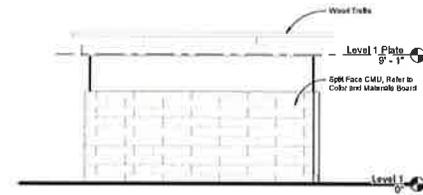
Typical Unit Plans

A5-0
REVISED

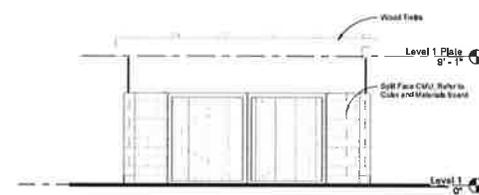
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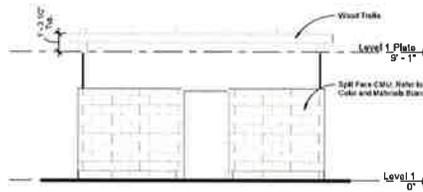
1 Trash Enclosure - Plan View
SCALE: 1/4" = 1'-0"



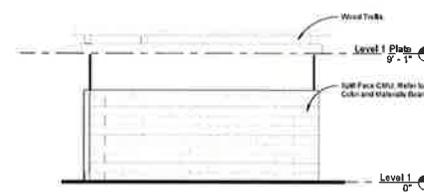
2 Trash Enclosure East Elevation
SCALE: 1/4" = 1'-0"



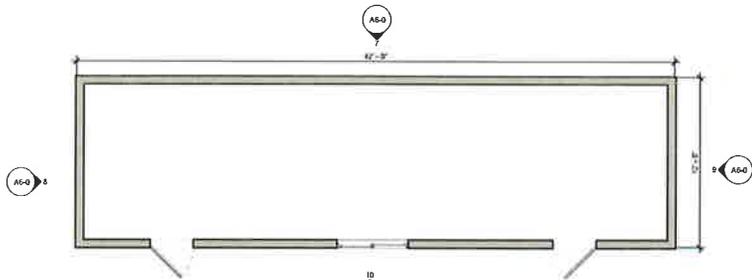
3 Trash Enclosure North Elevation
SCALE: 1/4" = 1'-0"



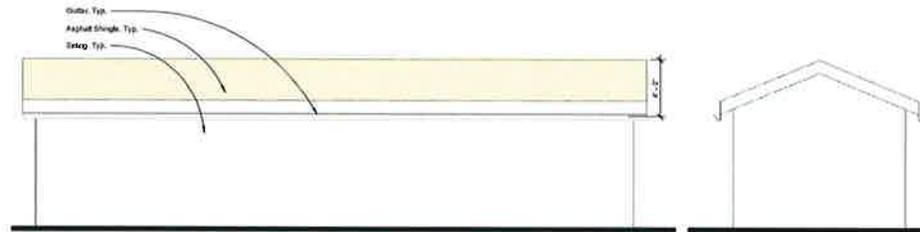
4 Trash Enclosure South Elevation
SCALE: 1/4" = 1'-0"



5 Trash Enclosure West Elevation
SCALE: 1/4" = 1'-0"

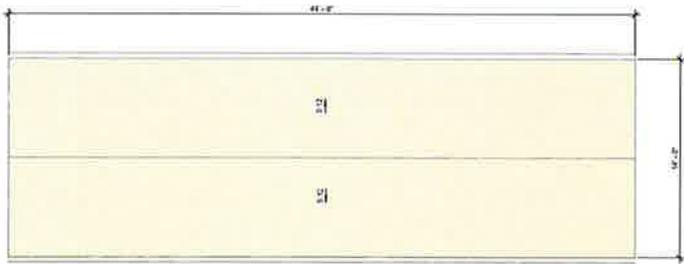


6 Shed - Plan View
SCALE: 1/4" = 1'-0"



7 Shed - East Elevation
SCALE: 1/4" = 1'-0"

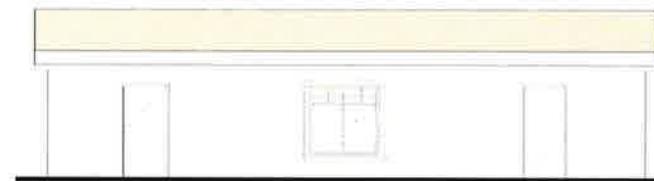
8 Shed - North Elevation
SCALE: 1/4" = 1'-0"



11 Roof Plan - Shed
SCALE: 1/4" = 1'-0"



9 Shed - South Elevation
SCALE: 1/4" = 1'-0"



10 Shed - West Elevation
SCALE: 1/4" = 1'-0"



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Trash Enclosure & Shed - Plans and Elevations

A6-0

ATTACHMENT 3



Site Diagram - Perspective Location
1" = 60'-0"



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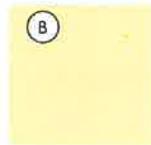
Perspectives

A7-0

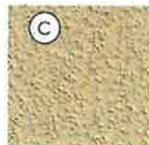
ATTACHMENT 3



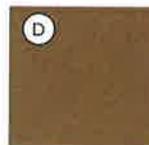
A
ROOF
 ASPHALT SHINGLE
 CERTAINTED: LANDMARK
 SOLARIS -
 HEATHER BLEND



B
EXTERIOR PLASTER
 16/20 SAND FINISH
 EXTERIOR WALLS
 LA HABRA: SILVERADO



C
EXTERIOR PLASTER
 16/20 SAND FINISH
 EXTERIOR WALLS
 LA HABRA: TITANIUM



D
BOARD AND BATT
 DUNN EDWARDS:
 PALAMINO PONY
 DET621 RL#918



E
TRIM
 DUNN EDWARDS:
 WEATHERED BROWN
 DEC754 RL#679



F
VENEER STONE
 ELDORADO STONE:
 CLIFFSTONE MONTECITO



G
WINDOWS
 MILGARD: TUSCANY
 SERIES
 ESPRESSO



H
**WINDOWS
 AWNINGS**
 DUNN EDWARDS
 WALRUS DET6368



I
LIGHT FIXTURES
 BLACK POWDER COAT
 PAINT
 P6079 - 3130K9



J
TRASH ENCLOSURE
 CMU
 ANGELUS BLOCK
 NATURAL GRAY SPLIT
 FACE
 *REFER TO SHEET A6-26



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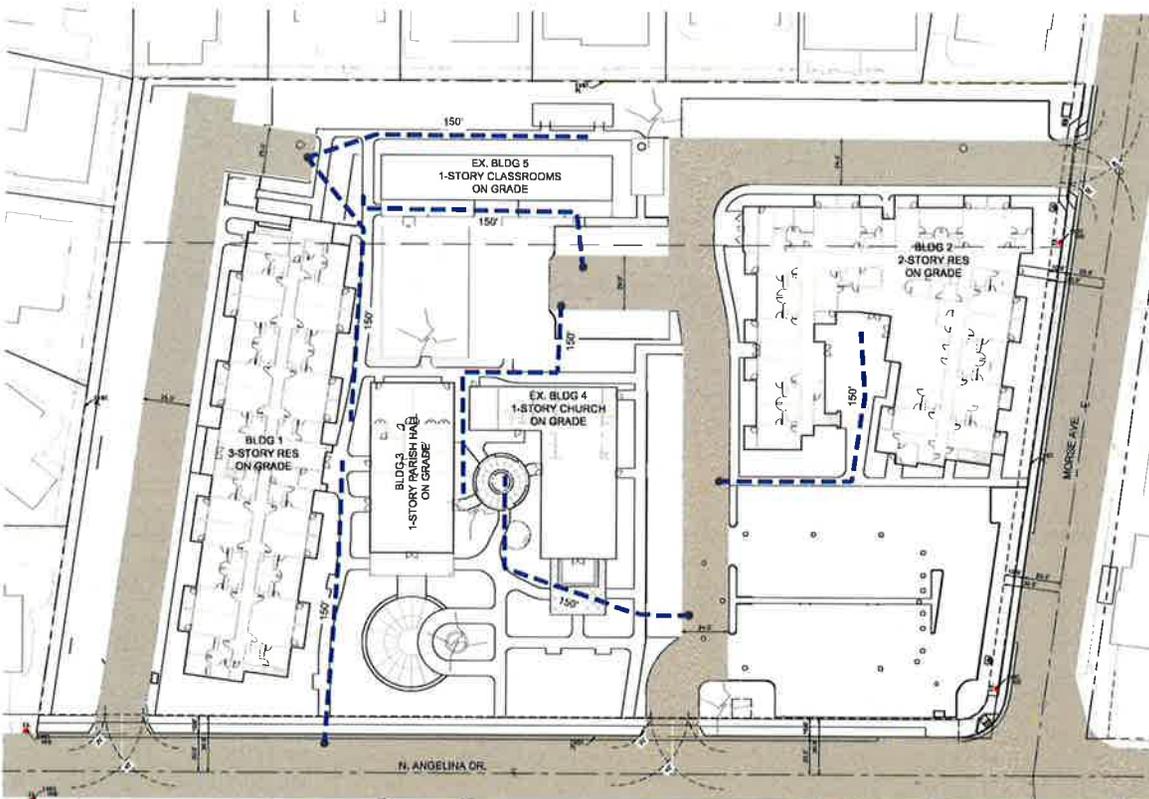
1314 N. Angelina Drive, Pacemile CA 92870

Color and Materials Board

A8-0

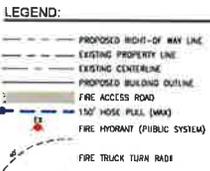
08/28/2020

ATTACHMENT 3



VICINITY MAP

NO SCALE



OCCA FIRE MASTER PLAN NOTES

- INSPECTION REQUIREMENTS**
- OCCA SITE INSPECTIONS ARE REQUIRED FOR THE PROJECT. PLEASE SCHEDULE ALL FIELD INSPECTIONS AT LEAST 48 HOURS IN ADVANCE. INSPECTIONS CANCELED AFTER 1 P.M. ON THE DAY BEFORE THE SCHEDULED DATE WILL BE SUBJECT TO A RE-INSPECTION FEE. CALL OCCA INSPECTION SCHEDULING AT (714) 573-8150.
 - A LUMBER DROP INSPECTION SHALL BE PERFORMED PRIOR TO BRINGING COMBUSTIBLE MATERIALS (OR COMBUSTIBLE TRUCKS AND TRAILERS FOR STRUCTURES OF NON-COMBUSTIBLE CONSTRUCTION) INTO WEATHER ACCESS ROADS CAPABLE OF SUPPORTING 8000 LBS. TOPPED WITH ASPHALT, CONCRETE, OR EQUIVALENT SHALL BE IN PLACE AND HYDRANTS OPERATIONAL AT TIME OF LUMBER DROP INSPECTION.
 - FOR PROJECTS WITH FUEL MODIFICATION, A VEGETATION CLEARANCE INSPECTION IS REQUIRED PRIOR TO A LUMBER DROP INSPECTION. USE THE FUEL MODIFICATION PLAN SERVICE REQUEST NUMBER TO SCHEDULE THE VEGETATION CLEARANCE INSPECTION.
 - PHASED INSTALLATION OF FIRE ACCESS ROADS REQUIRES ADDITIONAL INSPECTIONS NOT COVERED BY THE FEES AND AT PLAN SUBMITTAL, CONTACT INSPECTION SCHEDULING TO ARRANGE FOR ADDITIONAL INSPECTIONS THAT MAY BE REQUIRED AND ANY FEES THAT MAY BE DUE.
 - AN ORIGINAL APPROVED, SIGNED, WET-STAMPED OCCA FIRE MASTER PLAN SHALL BE AVAILABLE ON-SITE AT TIME OF INSPECTION.
 - ACCESS ROADS AND HYDRANTS SHALL BE MAINTAINED AND REMAIN CLEAR OF OBSTRUCTIONS AT ALL TIMES DURING AND AFTER CONSTRUCTION. AREAS WHERE PARKING IS NOT PERMITTED SHALL BE CLEARLY IDENTIFIED AT ALL TIMES. OBSTRUCTION OF FIRE LINES AND HYDRANTS MAY RESULT IN CANCELLATION OR SUSPENSION OF INSPECTIONS.
 - TEMPORARY FIRE TANKS OF 50 OR MORE GALLONS SHALL BE REMOVED, INSPECTED, AND PERMITTED BY THE OCCA PRIOR TO USE.
 - THE PROJECT ADDRESS SHALL BE CLEARLY POSTED AND VISIBLE FROM THE PUBLIC ROAD DURING CONSTRUCTION.
 - ALL GATES IN CONSTRUCTION FENCING SHALL BE EQUIPPED WITH EITHER A KNOCK OR BREAKAWAY PROTOCOL.
 - BUILDINGS OF FOUR OR MORE STORES SHALL BE PROVIDED WITH STAIRS AND A STAIRWAY BEING REACHING 40 FEET IN HEIGHT.
- GENERAL REQUIREMENTS**
- FIRE LANE WIDTHS SHALL BE MEASURED FROM TOP FACE OF THE CURB TO TOP FACE OF THE CURB FOR FIRE LANES WITH STANDARD CURBS AND GUTTERS AND FROM FLOW-LINE TO FLOW-LINE FOR FIRE LANES WITH MODIFIED CURB DESIGNS (E.G., BOLLARDS, HAMPS, ETC.). THE DEVELOPER IS RESPONSIBLE TO VERIFY THAT ALL APPLICABLE PUBLIC WORKS OR GRADING SEPARATION PLANS OR PRELIMINARY GRADING PLANS OR PRELIMINARY GRADING PLANS CONFORM TO THE JUNCTION STREET WIDTH MEASUREMENTS PER THE APPROVED OCCA FIRE MASTER PLAN AND STANDARD SPECIFICATIONS IN OCCA GUIDELINE B-09 FOR ALL PORTIONS OF THE FIRE ACCESS ROADS.
 - PERMANENT, TEMPORARY, AND PHASED EMERGENCY ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT AN IMPROVED LOAD OF 8000 LBS AND SUBJECT TO PROTECT ALL EXISTING DRIVING CAPABILITIES.
 - FIRE LANE SIGNS AND RED CURBS SHALL MEET THE SPECIFICATIONS SHOWN IN OCCA GUIDELINE B-09 AND SHALL BE INSTALLED AS DESCRIBED THEREIN. ADDITIONAL FIRE LANE MARKINGS MAY BE REQUIRED AT THE TIME OF INSPECTION DETERMINED FIELD CONDITIONS.
 - ALL FIRE HYDRANTS SHALL HAVE A "BLUE REFLECTIVE PAVEMENT MARKER" INDICATING THEIR LOCATION PER THE OCCA STANDARD. ON PRIVATE PROPERTY MARKERS ARE TO BE MAINTAINED IN GOOD CONDITION BY THE PROPERTY OWNER.
 - ADDRESS NUMBERS SHALL BE LOCATED AND BE OF A COLOR AND SIZE SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE ROADWAY FROM WHICH THE BUILDING IS ADRESSED IN ACCORDANCE WITH OCCA GUIDELINE B-09. MARKING SIGNS, WHEN REQUIRED BY THE LOCAL AGENCY, SHALL COMPLY WITH THE STANDARDS OF THAT AGENCY. WHEN MARKING SIGNS ARE ALSO REQUIRED BY THE OCCA, THEY MAY BE DESIGNED TO LOCAL AND REQUIREMENTS PROVIDED THAT SUCH STANDARDS FACILITATE LOCATION OF STRUCTURES, SIGNS, AND TRAILING LINES BY EMERGENCY PERSONNEL.
 - ACCESS GATES SHALL BE APPROVED PRIOR TO INSTALLATION AND SHALL BE IN COMPLIANCE WITH CHAPTER 5 OF THE CTC AND OCCA GUIDELINES.
 - APPROVED ACCESS WALKWAYS SHALL BE PROVIDED TO ALL REQUIRED OPENINGS AND ALL RESCUE WINDOWS.
 - VEGETATION SHALL BE SELECTED AND MAINTAINED IN SUCH A MANNER AS TO ALLOW IMMEDIATE ACCESS TO ALL HYDRANTS, TRENCHES, TRENCH DECKS, PANELS, EXTINGUISHERS, FIREBOXES, ALARMS, CONTROL PANELS, RESCUE WINDOWS, AND OTHER DEVICES OR AREAS USED FOR FIREFIGHTING PURPOSES. VEGETATION ON BUILDING FEATURES SHALL NOT OBSTRUCT ADDRESS INDICATORS OR IMPAIR THE FUNCTIONING OF ALARM BELLS, HORN, OR STROBES.
 - DISPENSERS AND TRASH CONTAINERS LARGER THAN 1.5 CUBIC YARDS SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, DRAPES OR COMBUSTIBLE ROOF EDGES UNLESS PROTECTED BY AN APPROVED SPRINKLER SYSTEM.
 - ANY FUTURE MODIFICATION TO THE APPROVED FIRE MASTER PLAN OR APPROVED SITE PLAN, INCLUDING BUT NOT LIMITED TO ROAD CHANGE, SPEED LIMITS, TURNING RADIUS, GATES OR OTHER OBSTRUCTIONS, SHALL REQUIRE REVIEW, INSPECTION, AND APPROVAL BY THE OCCA.
 - APPROVAL OF THIS PLAN SHALL NOT BE CONSIDERED AS APPROVAL OF ANY INFORMATION OR PROJECT CONDITIONS OTHER THAN THOSE ITEMS AND REQUIREMENTS IDENTIFIED IN OCCA GUIDELINE B-09 AND RELATED PORTIONS OF THE 2016 CTC AND CFC. THIS PROJECT MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS NOT STATED HEREIN UPON EXAMINATION OF ACTUAL SITE AND PROJECT OR DISCOVERY OF ADDITIONAL INFORMATION OR PROJECT-SPECIFIC REQUIREMENTS (INCLUDE ONLY THOSE NOTES THAT ARE APPLICABLE TO THE PROJECT AS DESIGNATED, SOME NOTES MAY NEED TO BE MODIFIED TO ADDRESS SPECIFIC PROJECT CONDITIONS).
 - AN UNDERGROUND PIPING PLAN IS REQUIRED FOR THE INSTALLATION OF AN AUTOMATIC FIRE SPRINKLER SYSTEM OR FOR A PRIVATE FIRE HYDRANT SYSTEM. A SEPARATE PLAN SUBMITTAL IS REQUIRED.
 - AN ARCHITECTURAL PLAN IS REQUIRED TO BE SUBMITTED TO THE OCCA FOR REVIEW AND APPROVAL FOR PROJECTS CONTAINING A, C, E, F, H, L, AND R-4 OCCUPANCIES. A PLAN MAY ALSO BE REQUIRED FOR R-1 AND R-2 OCCUPANCIES OVER TWO STORES ON THOSE BUILDINGS SPRINKLERS OR FIRE WALLS TO INCREASE THE MAXIMUM BUILDING SIZE ALLOWED - SEE OCCA INTO BULLETIN 02-13.
 - A CHEMICAL CLASSIFICATION AND HAZARDOUS MATERIALS COMPLIANCE PLAN SHALL BE APPROVED BY THE OCCA PRIOR TO ANY HAZARDOUS MATERIALS BEING STORED OR USED ON SITE. A SEPARATE PLAN SUBMITTAL IS REQUIRED.
 - BUILDINGS USED FOR HIGH-PRESSURE STORAGE SHALL COMPLY WITH CTC REQUIREMENTS. A SEPARATE PLAN SUBMITTAL IS REQUIRED IF MATERIALS WILL BE STORED HIGHER THAN 12 FEET FOR LONGER HAZARDOUS COMMODITIES. ON HIGH-RISK 24 FEET FOR HIGH-HAZARD COMMODITIES SUCH AS PLASTICS, RUBBER, FLAMMABLE/COMBUSTIBLES, HELIOS, TREES, CARPET, ETC.
 - AN AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE CODES AND LOCAL ORDINANCES, AMENDMENTS, AND GUIDELINES. SPRINKLER SYSTEMS OTHER THAN THOSE LISTED IN OCCA BOLA SHALL BE MONITORED BY AN APPROVED CENTRAL STATION. SEPARATE PLAN SUBMITTALS FOR THE SPRINKLER AND MONITORING SYSTEMS ARE REQUIRED.
 - BUILDINGS CONTAINING INDUSTRIAL REFRIGERATION SYSTEMS SHALL COMPLY WITH CTC REQUIREMENTS. A SEPARATE PLAN SUBMITTAL IS REQUIRED IF REFRIGERANT QUANTITIES EXCEED THRESHOLDS.
 - A FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE CODES AND LOCAL ORDINANCES, AMENDMENTS, AND GUIDELINES. A SEPARATE PLAN SUBMITTAL IS REQUIRED.
 - STRUCTURES LOCATED IN A FIRE HAZARD SEVERITY ZONE OR WILDLAND-URBAN INTERFACE AREA ARE SUBJECT TO THE CONSTRUCTION REQUIREMENTS PRESCRIBED IN CHAPTER 7A OF THE 2016 CTC AND/OR SECTION 337 OF THE 2016 CFC. CONSTRUCTION MATERIALS/METHODS ARE REVIEWED AND INSPECTED BY THE BUILDING DEPARTMENT.
 - ONE OR MORE STRUCTURES SHOWN ON THIS PLAN ARE LOCATED ADJACENT TO A FUEL MODIFICATION AREA. CHANGES TO THE FUEL MODIFICATION ZONE LAYOUTING, NEW STRUCTURES, OR ADDITION/ALTERATION TO EXISTING STRUCTURES REQUIRES REVIEW AND APPROVAL BY THE OCCA.
 - PROJECTS LOCATED IN STATE RESPONSIBILITY AREAS SHALL ALSO COMPLY WITH ALL APPLICABLE REQUIREMENTS FROM TITLE 14, DIV. 15, CH. 7, SUBCH. 2 VIA FIRE SAFE REGULATIONS AND GUIDELINE B-09A.
 - STRUCTURES MEETING THE CRITERIA IN CFC 310-1 SHALL BE PROVIDED WITH AN EMERGENCY COMMUNICATOR RADIO SYSTEM. REFER TO CFC 310-2 THROUGH 310-3 AND RELATED GUIDELINES PROVIDED BY OC SHERIFF'S COMMUNICATION AND TECHNOLOGY DIVISION AND OCCA FOR TECHNICAL AND SUBMITTAL INFORMATION.

BUILDING DATA

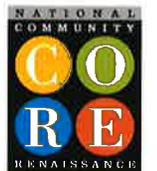
BUILDING	DESCRIPTION	SQUARE FOOTAGE	CONSTRUCTION TYPE	SPRINKLERS
1	3-STORY RES ON GRADE	XX SF	TYPE V	YES
2	3-STORY RES ON GRADE	XX SF	TYPE V	YES
3	1-STORY PARISH HALL ON GRADE	XX SF	TYPE V	YES
4	EXISTING CHURCH ON GRADE	XX SF	TYPE V	✓
5	EXISTING CLASSROOMS ON GRADE	XX SF	TYPE V	✓



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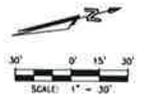
16795 Van Eaton, Suite 100
Irvine, California 92606
Tel: 949.474.1969 • Fax: 949.474.5315
www.fusco.com

Piacentia Senior Housing

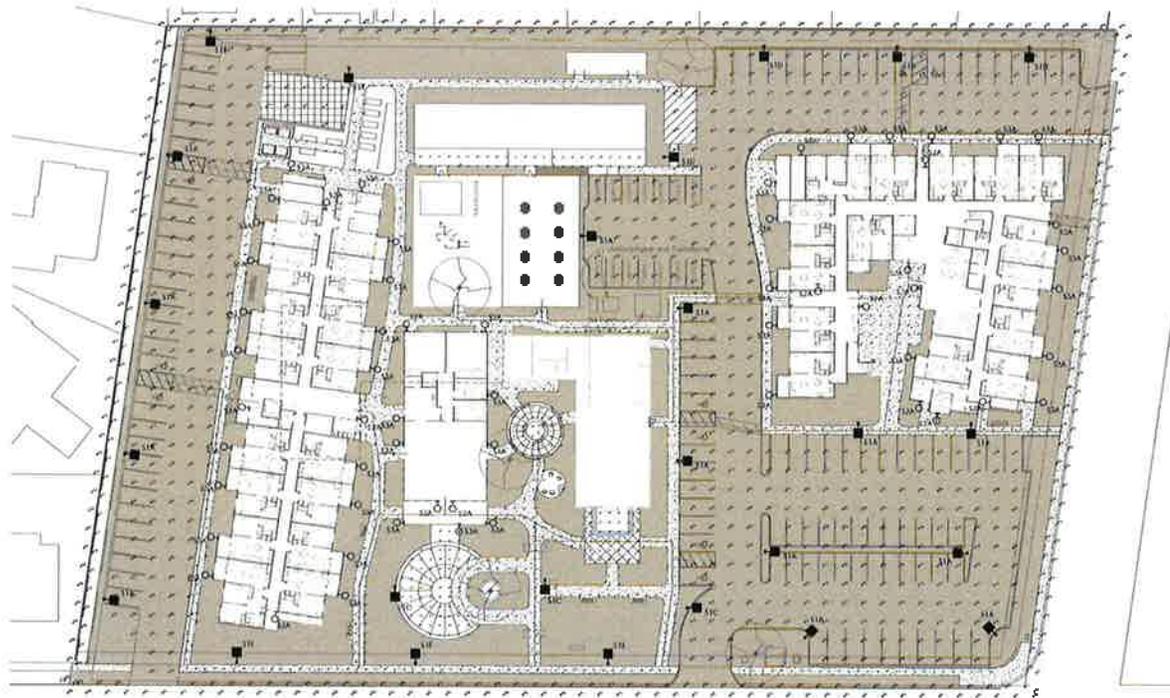
A.P.N. 340-273-25

1317 N. Angelina Drive, Piacentia, CA 92370

FIRE MASTER PLAN - OCCA S.R. XXXXXX



ATTACHMENT 3



SITE PHOTOMETRIC PLAN
SCALE: 1" = 30'-0"

LUMINAIRE DESCRIPTION

- 31A** SY21P1 FCC 4 40W 3K 120 NOMI BK TX
40W, 18" OVERALL HEIGHT, TYPE 4 OPTIC
BUD RATING - R1 LU0 G1
SEE DETAIL 1 SHEET E2
- 31B** SY21P1 FCC 4 40W 3K 120 NOMI BK TX
40W, 12" OVERALL HEIGHT, TYPE 4 OPTIC
BUD RATING - R1 LU0 G1
SEE DETAIL 1 SHEET E2
- 31C** SY21P1 FCC 3 40W 3K 120 NOMI BK TX
40W, 18" OVERALL HEIGHT, TYPE 3 OPTIC
BUD RATING - R2 LU0 G1
SEE DETAIL 1 SHEET E2
- 31D** SY21P1 FCC 418 40W 3K 120 NOMI BK TX
40W, 18" OVERALL HEIGHT, TYPE 4 OPTIC
PROVIDE WITH INTERNAL HOUSING SIDE SHIELD
BUD RATING - R1 LU0 G1
SEE DETAIL 1 SHEET E2
- 31E** SY21P1 FCC 218 40W 3K 120 NOMI BK TX
40W, 12" OVERALL HEIGHT, TYPE 2 OPTIC
PROVIDE WITH INTERNAL HOUSING SIDE SHIELD
BUD RATING - R1 LU0 G1
SEE DETAIL 1 SHEET E2
- 32A** P407P312089
17W, LARGE WALL LANTERN, MOUNT 7'
ABOVE FINISHED FLOOR
SEE DETAIL 2 SHEET E2
- 33A** WEDGE LED P1 35K 80CR1VW MVOLT
10W, ARCHITECTURAL WALL PACE,
MOUNT 7' ABOVE FINISHED FLOOR
SEE DETAIL 3 SHEET E2

ELECTRICAL SYMBOLS

- AREA LIGHT FIXTURE
- WALL MOUNT LIGHT FIXTURE (DIM FROM)



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SITE PHOTOMETRIC PLAN

Pendant MINI SV21P1

Ordering Template

Model	Finish	Material	Color	Options	Options	Options	Options
MINI	White	Aluminum	White	None	None	None	None

Technical specifications and notes are provided below the table.



Photometry SV21P1

Photometric data for Type 2, Type 3, and Type 3H.

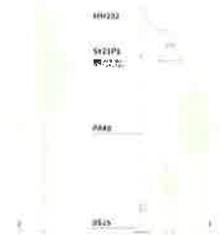
Type	Beam Angle	Beam Diameter	Beam Area	Beam Length	Beam Volume	Beam Power	Beam Energy	Beam Flux	Beam Density
Type 2	30°	1.0m	0.785m²	1.0m	0.785m³	100W	3600J	1000lm	1270lm/m²
Type 3	45°	1.5m	1.767m²	1.5m	3.906m³	150W	5400J	1500lm	833lm/m²
Type 3H	60°	2.0m	3.142m²	2.0m	12.566m³	200W	7200J	2000lm	637lm/m²



Photometry SV21P1

Photometric data for Type 4 and Type 5.

Type	Beam Angle	Beam Diameter	Beam Area	Beam Length	Beam Volume	Beam Power	Beam Energy	Beam Flux	Beam Density
Type 4	75°	2.5m	4.909m²	2.5m	30.844m³	250W	9000J	2500lm	500lm/m²
Type 5	90°	3.0m	7.069m²	3.0m	63.617m³	300W	10800J	3000lm	476lm/m²

1 LUMINAIRE CUTSHEET TYPES "S1A, S1B, S1C, S1D AND S1E"
SCALE: NOT TO SCALE

PROGRESS LIGHTING

Large Wall Lantern P6079 3130K9



Technical specifications and features are listed below the image.

PROGRESS LIGHTING

Large Wall Lantern P6079 3130K9

Technical specifications and features are listed below the image.

WEDGE LED Architectural Wall Source



Specifications and technical details are provided.

Model	Finish	Material	Color	Options	Options	Options	Options
WEDGE	White	Aluminum	White	None	None	None	None

Ordering information and technical notes are included.

2 LUMINAIRE CUTSHEET TYPE "S2A"
SCALE: NOT TO SCALE

3 LUMINAIRE CUTSHEET TYPE "S3A"
SCALE: NOT TO SCALE



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ELECTRICAL DETAILS





PLANTING DESIGN CRITERIA

BASED ON THE BUENA PARK CITY WIDE DESIGN GUIDELINES AND ORCHARD VIEW DESIGN GUIDELINES, THE PLANT PALETTE BELOW IS COMPRISED OF PLANT MATERIALS AND TREES KNOWN TO THRIVE IN THE LOCAL CLIMATE AND SOIL CONDITIONS. THE PLANT PALETTE IS COMPRISED OF PLANTS NATIVE TO MEDITERRANEAN CLIMATES, 20% OR LESS OF THE PLANT MATERIAL WILL REQUIRE MODERATE WATER, AND THE REMAINDER WILL REQUIRE LOW TO VERY LOW WATER ONCE ESTABLISHED. THIS PLANT PALETTE COUPLED WITH THE IRRIGATION SYSTEM DESCRIBED AT THE LEFT WILL MEET OR EXCEED THE STATE AND LOCAL STANDARDS FOR WATER CONSERVATION THROUGH WATER EFFICIENT LANDSCAPE IRRIGATION DESIGN. 90% OF ORNAMENTAL SHRUBS AND GRASSES BY AREA WILL BE 1 GALLON CONTAINERS SPACED ON AVERAGE 30" O.C. 10% OF PLANTING BY AREA WILL BE 5 GALLON CONTAINERS, AND WILL BE UTILIZED FOR SPECIMEN PLANTING AND SCREENING.

ALL ABOVE UTILITIES WILL BE SCREENED WITH VEGETATION.

IRRIGATION DESIGN CRITERIA

A WEATHER SENSING, SMART CONTROLLER, WILL BE USED TO MONITOR THE IRRIGATION WATER AND MATCH DAILY WATER CONSUMPTION TO THE MINIMUM REQUIREMENTS FOR EACH HYDROZONE. ALL TREES, POTTERY, SHRUB AND GROUND COVER AREAS WILL BE IRRIGATED ON SEPARATE HYDROZONES WITH DRIP OR BUBBLER IRRIGATION, SO THAT ONCE ESTABLISHED, WATER CAN BE REGULATED IN A MORE EFFICIENT MANNER. I CERTIFY THAT THIS PLANT PALETTE COUPLED WITH THE IRRIGATION SYSTEM DESCRIBED ABOVE WILL MEET OR EXCEED THE STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO).

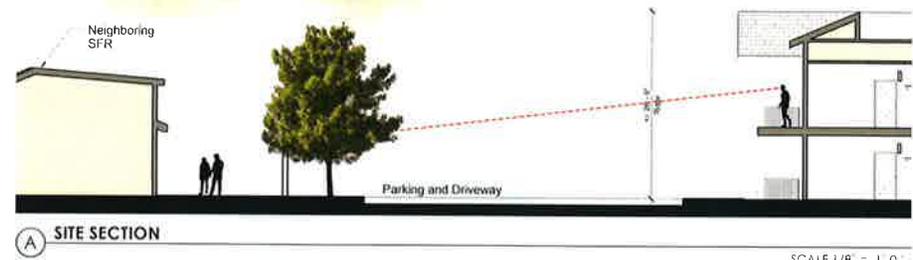
SCOTT NEWMAN LANDSCAPE ARCHITECT | CA LICENSE NUMBER 6104

TREE LEGEND

SYMBOL	SPECIES	SIZE	QTY
	ARBUTUS X MARITIMA	24" BOX	13
	CERCIS CANADENSIS	24" BOX	10
	LAGERSTROEMIA 'BAICHEZ'	24" BOX	28
	LAURUS 'SARATOGA'	24" BOX	27
	PLATANUS 'RACEMOSA'	24" BOX	9
	QUERCUS AGRIFOLIA	24" BOX	5
	ULMUS 'DRAKE'	24" BOX	10
	EXISTING TREE	N/A	11

SITE PLAN LANDSCAPE KEY

- 1 COURTYARD GATHERING SPACE
- 2 MEMORIAL GARDEN
- 3 ACCENT TREES
- 4 GATHERING LAWN
- 5 DG SEATING & FURNITURE
- 6 BENCHES
- 7 (E) SCHOOL AND PLAYGROUND
- 8 TRASH ENCLOSURE
- 9 COMMUNITY GARDEN
- 10 PARKING LOT
- 11 SITE ENTRY AND EXIT
- 12 COURTYARD AREA
- 13 LOW HEDGE
- 14 BIKE PARK
- 15 MONUMENT SIGN



SCALE 1/8" = 1'-0"

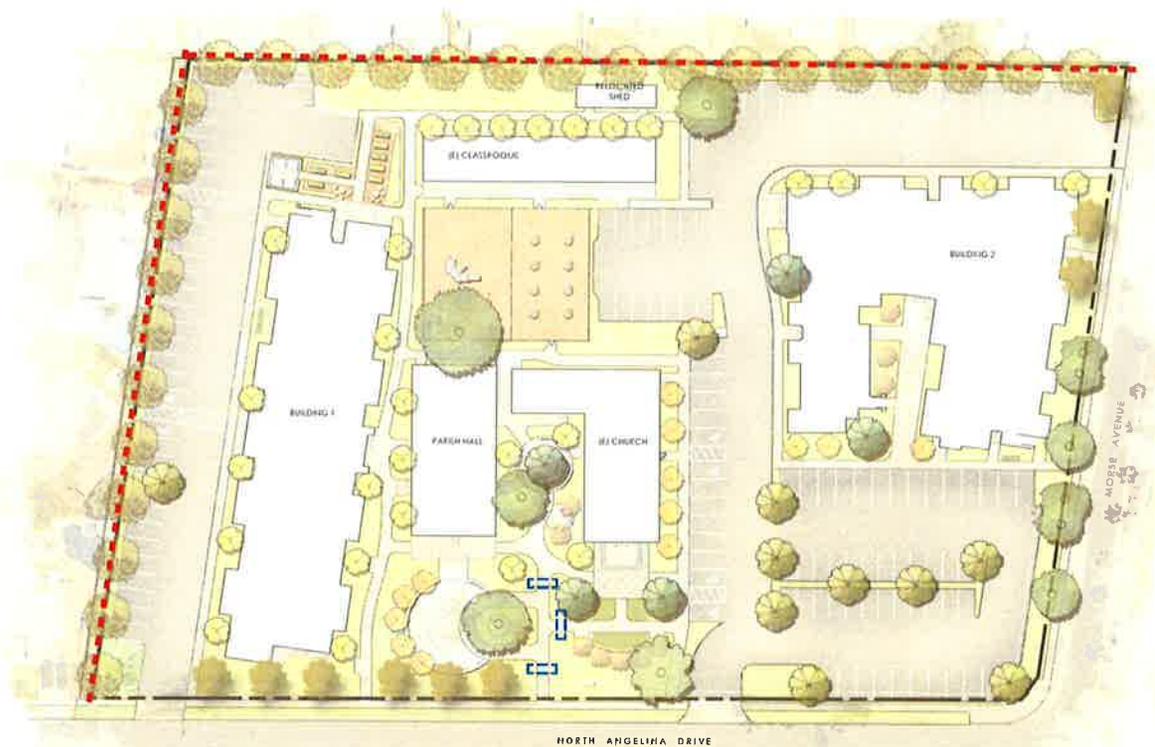


1314 N. ANGELINA DRIVE

SITE PLAN

0934-03-RS19 AUGUST 28, 2020

L1

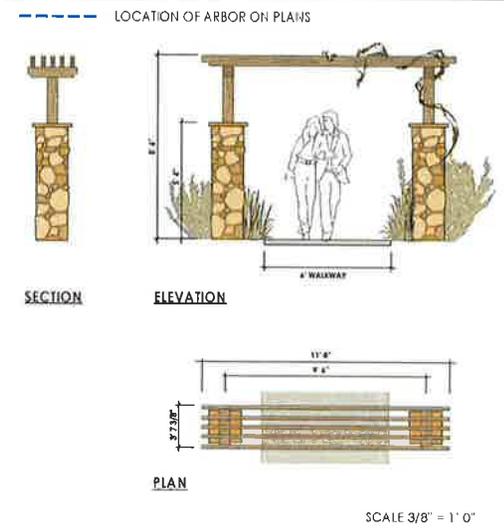


SITE ENCLOSURE KEY

■ ■ ■ ■ ■ (E) 5'-6" CMU MASONRY WALL TO BE PROTECTED IN PLACE



ARBOR



1314 N. ANGELINA DRIVE

ENCLOSURE DIAGRAM



0934-03-RS19 AUGUST 28, 2020

L2

TREES



ARBUTUS 'MARINA'

CERCIS CANADENSIS 'FOREST PANSY'

LAGERSTROEMIA INDICA 'NATCHEZ'

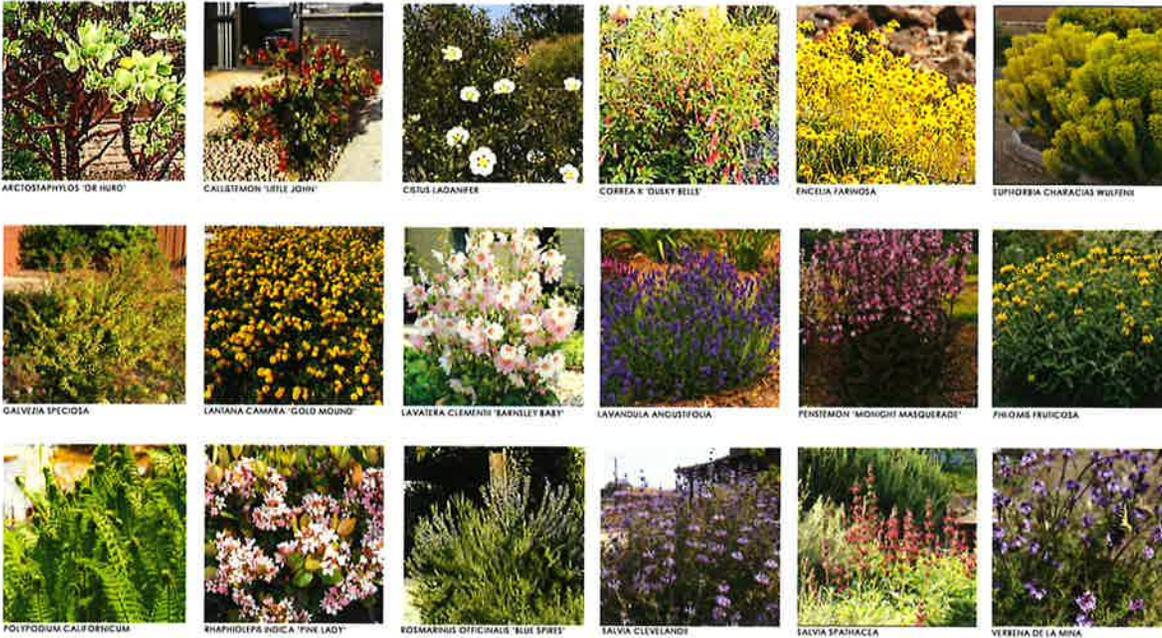
LAURUS 'SARATOGA'

PLATANUS RACEMOSA

QUERCUS AGRIFOLIA

ULMUS PARVIFOLIA 'DRAKE'

SHRUBS AND GROUNDCOVERS



ARCTOSTAPHYLOS 'DR. HURD'

CALLISTEMON 'LITTLE JOHN'

CISTUS LADANIFER

CORREA X 'DUSKY BELLS'

ENCELIA FARINOSA

EUPHORBIA CHARACIAS WULFENII

GALVEZIA SPECIOSA

LANTANA CAMARA 'GOLD MOUND'

LAVATERA CLEMENTII 'BARNSLEY BABY'

LAVANDULA ANGUSTIFOLIA

PENSTEMON 'MIDNIGHT MASQUERADE'

PHLOMIS FRUTICOSA

POLYPODIUM CALIFORNICUM

RHAMPHOLEPIS INDICA 'PINK LADY'

ROSMARINUS OFFICINALIS 'BLUE SPIRES'

SALVIA CLEVELANDII

SALVIA SPATHACEA

VERBENA DE LA MINA

PROPOSED PLANT PALETTE

TREES	TYPE	SIZE
ARBUTUS 'MARINA'	EVERGREEN ACCENT TREE	24" BOX
CERCIS CANADENSIS 'FOREST PANSY'	DECIDUOUS ACCENT TREE	24" BOX
LAGERSTROEMIA INDICA 'NATCHEZ'	DECIDUOUS ACCENT TREE	24" BOX
LAURUS 'SARATOGA'	EVERGREEN TREE	24" BOX
PLATANUS RACEMOSA	DECIDUOUS SKYLINE TREE	24" BOX
QUERCUS AGRIFOLIA	EVERGREEN OAK TREE	24" BOX
ULMUS PARVIFOLIA 'DRAKE'	PARTLY DECIDUOUS TREE	24" BOX

SHRUBS	COMMON NAME	SIZE
ARCTOSTAPHYLOS 'DR. HURD'	DR. HURD MANZANITA	1 GAL
CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN DWARF BOTTLEBRUSH	1 GAL
CISTUS LADANIFER	GUM ROCKROSE	1 GAL
CORREA X 'DUSKY BELLS'	CORREA 'DUSKY BELLS'	1 GAL
ENCELIA FARINOSA	BRITTLEBUSH	1 GAL
EUPHORBIA CHARACIAS WULFENII	MEDITERRANEAN SPURGE	1 GAL
GALVEZIA SPECIOSA	ISLAND SNAPDRAGON	1 GAL
LANTANA CAMARA 'GOLD MOUND'	GOLD MOUND LANTANA	1 GAL
LAVATERA CLEMENTII 'BARNSLEY BABY'	LAVATERA 'BARNSLEY BABY'	1 GAL
LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER	1 GAL
PENSTEMON 'MIDNIGHT MASQUERADE'	MIDNIGHT MASQUERADE BEARDTONGUE	1 GAL
PHLOMIS FRUTICOSA	JERUSALEM SAGE	1 GAL
POLYPODIUM CALIFORNICUM	CALIFORNIA POLYPODY	1 GAL
RHAMPHOLEPIS INDICA 'PINK LADY'	INDIAN HAWTHORN	1 GAL
ROSMARINUS OFFICINALIS 'BLUE SPIRES'	ROSEMARY	1 GAL
SALVIA CLEVELANDII	CLEVELAND SAGE	1 GAL
SALVIA SPATHACEA	HUMMINGBIRD SAGE	1 GAL
VERBENA LILACINA 'DE LA MINA'	DE LA MINA VERBENA	1 GAL



1314 N. ANGELINA DRIVE

PLANTING PALETTE

0934-03-RS19 AUGUST 28, 2020

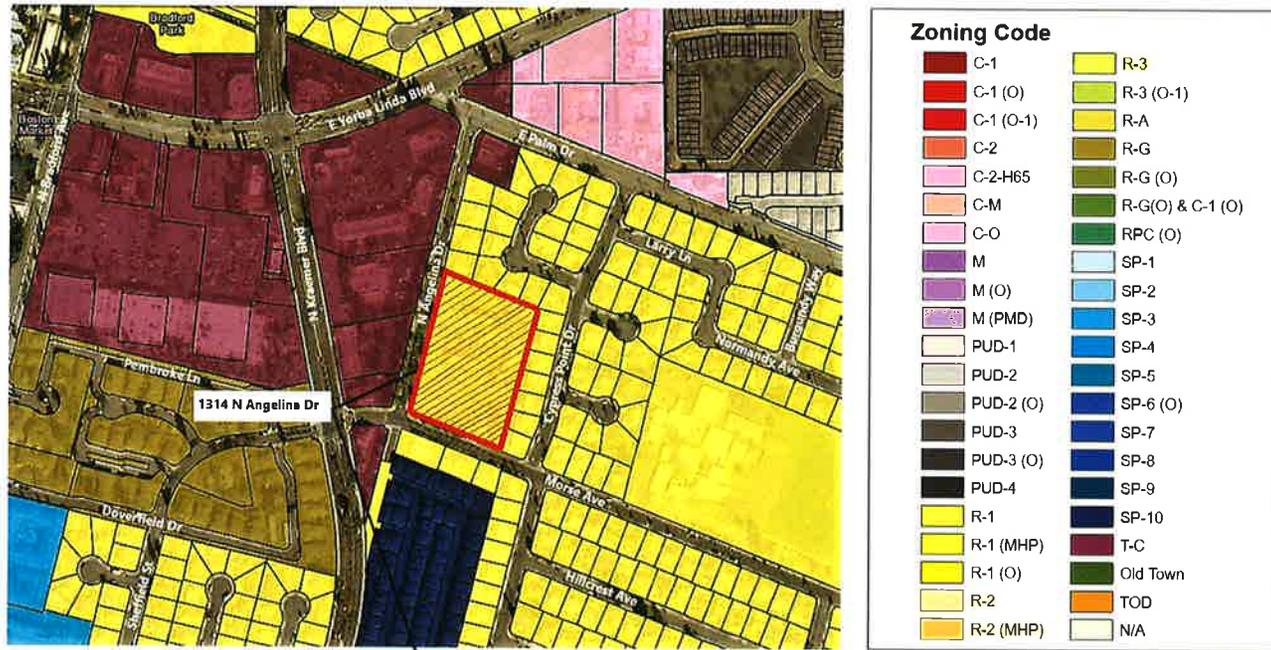
L3

ATTACHMENT 3



ATTACHMENT 5. VICINITY ZONING MAP

GPA 2020-01; ZC 2020-01; DPR 2020-01 (1314 N. ANGELINA DRIVE)



Aerial A.



Aerial B.

memorandum

date September 3, 2020
to City of Placentia
from Alexa Washburn, Vice President of Planning
subject Project Description for 1314 N. Angelina Drive

PROJECT DESCRIPTION

Located at 1314 N. Angelina Drive, on the northeast corner of the intersection of N. Angelina Drive and Morse Avenue, the 3.9-acre Project site is currently home to Blessed Sacrament Episcopal Church, a well-established anchor in the community. The Project site is one contiguous, rectangular shaped parcel with the Church centrally located onsite and a large surface parking lot located on the southern half of the site fronting Morse Avenue. The Church currently operates out of two buildings, including the main parish hall and a separate childcare facility with several classrooms. The northern and southeastern portions of the site are currently undeveloped, but landscaped with trees and grass. The entire site is designated Low Density Residential in the City of Placentia 1989 General Plan and zoned Single Family Residential (R-1) on City of Placentia Zoning Map. The current land use allows for a base density of up to 6 dwelling units per acre. The proposed Project would require a General Plan amendment to High Density Residential and Zone Change to High Density Residential (R-3).

The Blessed Sacrament Episcopal Church currently operates onsite and will continue to offer weekly worship services, daycare through the Children's Learning Center (CLC) and space for community groups to conduct meetings. The current hours of operation for the Church are:

Sunday - 7:30am to 1:30pm
Monday - Closed
Tuesday - 9:00am - 5:00pm
Wednesday - 9:00am - 5:00pm
Thursday - 9:00am to 11:45am
Friday - Closed - by appointment only
Saturday - Closed

The Church holds weekly Sunday services at 8:00am and 10:30am and the Church Vestry holds one meeting a month on a Wednesday from 6:30-8:30pm. Infrequently, the Church does host larger events such as weddings, funerals, fundraisers and annual meetings. The Church seats 200 comfortably, but the maximum permitted occupancy is 250. On average, pre-COVID, the Church attendance for both Sunday mass services combined was approximately 70 individuals. The Children's Learning Center hours are Monday through Friday from 7:00am to 6:00pm with a Board Meeting one Tuesday a month from 7:00 to 8:30pm. The CLC does host several special events throughout the year including fundraisers, Wheel-a-Thon, Back to School Night, and an annual Open House. The max number of children allowed to be enrolled in the CLC is 70 students divided into six classrooms - four in the Educational building and two in the Church.



9421 Haven Avenue, Rancho Cucamonga, CA 91730

909.483.2444 Fax: 909.483.2448 nationalcore.org

ATTACHMENT 5

NATIONAL
COMMUNITY



RENAISSANCE

NATIONAL COMMUNITY RENAISSANCE

NATIONAL
COMMUNITY



NATIONAL COMMUNITY RENAISSANCE

There are five employees working for the Church and eight for the Children's Learning Center. In addition to Church services and the CLC, Alcoholics Anonymous (AA) and a local mother's support group utilize space to host meetings. The Mom's Club utilizes space at the Church every other month on the last Friday of the month from 12:00-2:00pm. AA hosts meetings on Mondays (7:00-9:00pm), Tuesdays (6:30-8:30pm), and Thursdays (10:30am-12:00pm and 7:00-9:00pm). There are only two "assigned" parking spots for the rector and CLC Director.

The proposed Project includes the development of two residential buildings accommodating 65 units. Building 1, at the north end of the site, is a linear two-story structure, with double-loaded corridors. Building 2 is a two-story, U-shaped building located along Morse Avenue with an internal courtyard designed to include recreational amenities and seating areas. Careful consideration for the character and scale of surrounding neighborhood was taken to ensure that the Project architecture and massing blends in with the existing surrounding uses.

Building 1 includes twenty-eight (28) one-bedroom units, and four (4) two-bedroom units. Building 2 includes one (1) studio unit, thirty (30) one-bedroom units and 2 (two) two-bedroom units. Developed at an overall density of 16.7 units per acre, the proposed Project will provide a total of fifty-eight (58) one-bedroom units that average 569 gross square feet in size, six (6) two-bedroom units that average 810 gross square feet in size, and one studio unit that is 467 square feet in size. In total, the Project proposes approximately 55,000 square feet of new residential building area. The proposed building footprint is approximately 36,500 square feet, approximately 56,050 square feet of paved parking and driveways, and 2,900 square feet of covered patios. The total proposed lot coverage for the Project is 95,440 square feet or 57percent. The remaining 43% is open space, exceeding the open space requirement of 40%.

The proposed Project will provide sixty-four (64) units affordable to seniors age 62+, earning less than 60 percent of the Area Median Income (AMI) along with one exempt managers unit. A 1,500 SF senior-oriented community center is also provided on the ground floor of Building 2, interfacing with a new recreational courtyard and garden area. The expected occupancy of the Project is an average of 1.3 residents per unit or approximately 85 residents. This is average based on data collected from similar age-restricted, rent-restricted communities owned and managed by National CORE. The maximum allowed occupancy based on funding requirements is three persons per one-bedroom unit and five persons per two-bedroom unit for a total maximum occupancy of 207 residents. It is not anticipated or likely that maximum occupancy will occur as the development is age-restricted for seniors which commonly are singles or couples and includes permanent supportive housing units. National CORE is a seasoned property manager with more than 9,000 affordable housing units under management in Southern California. As part of the development process we will work with the City to develop a Property Management Plan that will address tenant selection, maintenance, occupancy limits, etc. Unlike market rate developments, National CORE is required to adhere to specific occupancy guidelines and has onsite 24/7 property managers living onsite that ensure they are followed.

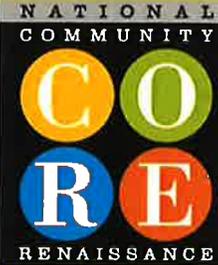
In addition to constructing housing units onsite, the proposed Project will also remove and replace the Blessed Sacrament parish hall. The existing 3,424 square foot parish hall will be demolished and replaced with new parish hall that is approximately 3,974 square feet and includes a new 544 square foot covered portico, as well as a memorial courtyard and plaza area fronting Angelina Drive. While construction occurs, a temporary 2,880 square foot facility consisting of two 24 foot by 60-foot portable units will be established in a parking area just south of the existing classroom building along the eastern edge of the site.



9421 Haven Avenue, Rancho Cucamonga, CA 91730

909.483.2444 Fax: 909.483.2448 nationalcore.org

ATTACHMENT 5



To accommodate residents, visitors, and staff a total of forty-five (45) parking stalls are proposed for a total ratio of 0.65 spaces per unit. Of the 45 proposed parking spaces, there are two (2) accessible spaces - one regular space and one reserved for a larger van. Multifamily residential projects in the City are required to provide 1.75 spaces per one-bedroom unit and two (2) parking spaces per dwelling unit, and an additional ten percent (10%) of the total spaces for guest parking. This translates into a parking requirement of 134 parking spaces. The existing improvements onsite also includes 85 existing parking spaces for the Church. With the proposed parking for the residential use, a total of 130 parking spaces will be available onsite. The Project is requesting a reduction in parking based on the demographic of residents being seniors living alone, the inclusion of permanent supportive housing units for formerly homeless individuals that are typically non-car owning households, access to existing bus routes, and the provision of alternative strategies to reduce vehicle trips including car sharing and van pooling. A separate memo on parking has been prepared and submitted with the project application.

Three entry points to the site are provided, including two (2) driveways off Angelina Drive. A new twenty five-foot (25') wide driveway is proposed midblock along Angelina Drive, north of the existing Church driveway to provide access for residents to a designated parking area. A firetruck turnaround is also provided at the northern end of the site, northeast of Building 1.

The Project proposes a California Craftsman architectural style to be complementary with the church and the surrounding neighborhoods. The Project includes both wall and roof plane articulation and carries the design elements to each elevation, including the inner portions of the site and all detached structures such as trash enclosures. The maximum building height of the proposed Project is 35 feet for a portion of Building 2 at the interior of the site. Trash enclosures for each building are provided, as well as a new transformer in the center of the site near the existing Church buildings. The layout of the buildings creates several unique landscaped areas that includes both passive and active spaces - raised planters, green lawn/turf areas, drought-tolerant and native ground covers, decomposed granite walkways for residents to access community spaces and a hardscape courtyard area at the northeast corner of the site.

The following table provides Project statistics as compared to the requirements of the R-3 zone:

Size of Property	Gross: 174,296 SF	Net: 167,536 SF
Front Setback (Angelina Dr)	Required: 20 ft	Provided: 31 ft
Side Setbacks		
Internal (northern property line)	Required: 10 ft	Provided: 73 ft
Streetside (Morse Ave)	Required: 20 ft	Provided: 27.5 ft
Rear Setback	Required: 10 ft	Provided: 70+ ft
Parking	Required: 143 spaces	Provided: 130 spaces
Density	Maximum: 25 du/ac	Proposed: 16.7 du/ac
Lot Coverage	Maximum: 60%	Proposed: 59%
Percent Open Space	Required: 40%	Proposed: 42%
Architectural Style	California Craftsman, consistent with the existing Church	



Gonzales, Andrew

From: Gonzales, Andrew
Sent: Tuesday, June 30, 2020 10:49 PM
To: Mike Lorge
Cc: Lambert, Joseph
Subject: Re: New contraction on Morse

Mr. Lorge,

It appears your residence is more than 500 feet from the project site, which is beyond the legal public notification area. However I'll make sure that future notifications regarding this project will include your residence.

Regarding the proposed project, it is not done deal and is in the early stages of the discretionary process. The project still needs to prepare an environmental document assessing the potential impacts of the project on the community. That document needs to be made available to the public for a 20-day comment period. After said comment period, the document will need to address any comments received regarding the conclusions of the environmental assessment. Subsequently the project will be scheduled before the city's Planning Commission and then the City Council for a final vote. So there are several steps needed in order for this project to receive final approval. This means that there are several opportunities for the community to voice their concerns/insight about the project. Timing wise this project is likely to take until September/October to be scheduled for its first public hearing.

In observing tonight's voluntary community meeting, the applicant/developer is going to make adjustments to the project based on the comments received. Once the adjustment are made another community meeting will be scheduled in the next coming weeks. You'll be notified of this meeting moving forward.

I hope this brings a little clarity to the necessary steps moving forward. Please do not hesitate to call or email me should you have any further comments and/or questions.

Andrew Gonzales
City of Placentia
Senior Planner
(714) 993-8218
AGonzales@Placentia.org

> On Jun 30, 2020, at 8:34 PM, Mike Lorge <lorge25@me.com> wrote:

>

> Hi Mr. Gonzales,

>

> I am wondering why I was not informed of a three story building on the street of our residents? Is this a done deal? Not sure if having senior living on the same street as a school is a good idea either. I don't think the church should profit at the expense of our neighborhood. Please let me know what the plan is going forward and if there is a vote or meeting to discuss plans.

>

> Thank you

> Mike Lorge

> 520 Morse

>

> Sent from my iPhone

Gonzales, Andrew

From: Shani Murray <shani.b.murray@gmail.com>
Sent: Friday, August 07, 2020 2:48 PM
To: Gonzales, Andrew
Cc: elizabeth@peopleforhousing.org
Subject: Support for affordable housing

Dear Andrew Gonzales,

My name is Shani Murray, and I've been a Placentia resident since 2001. I live here with my husband, who grew up in Placentia, and our two children. My son is an eighth grader at Tuffree Middle School and my daughter is entering her senior year at El Dorado. My mother in law, Nancy Murray, is the VP of Education for the Placentia Founder's Society. We love our Placentia community and feel so fortunate that we were able to buy a home here so many years ago! However, we know many aren't as lucky as us.

That is why I want to voice my support for Santa Angelina, the new senior community proposed on land of the Episcopal Church of the Blessed Sacrament. We know many who have moved out of state because the housing costs here are too expensive. Affordable housing for low-income residents must be prioritized. The fact that the church is donating the land for this project is amazing, and it would be a shame to pass up such a great opportunity in our community.

I urge the Planning Commission and the City Council to approve this project.

Best regards,
Shani Murray

~~~~~  
Shani Murray  
714.614.0068 - cell  
[shani.b.murray@gmail.com](mailto:shani.b.murray@gmail.com)

September 30, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Members of the Planning Commission:

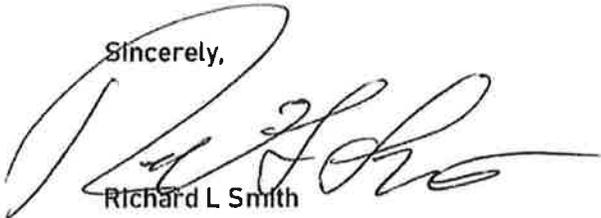
I, Richard L Smith am writing to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,



Richard L Smith

Rio Grande Avenue

RECEIVED

OCT 15 2020

PLANNING

September 30, 2020

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Members of the City Council

I, Richard L Smith am writing to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

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We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,



Richard L Smith

Rio Grande Avenue

RECEIVED  
OCT 15 2020  
PLANNING

## Gonzales, Andrew

---

**From:** Elizabeth Hansburg P4H <elizabeth@peopleforhousing.org>  
**Sent:** Thursday, October 01, 2020 9:49 AM  
**To:** Gonzales, Andrew  
**Cc:** Ortega, Jeannette  
**Subject:** Support letter for Santa Angelina from North OC Clergy Org  
**Attachments:** \_CLUE LOF\_ Placentia\_Affordable Senior Housing .pdf

Hello Mr. Gonzales,

I wanted to pass on to you a letter of support from CLUE-- Clergy and Laity United for Economic Justice-- for the Santa Angelina apartments. CLUE is a non-profit that works with a variety of religious organizations to address concerns of poverty and social justice. My org has brought the proposed Santa Angelina affordable housing development to their attention, and they have responded with resounding support. This development fits with their mission to see churches and faith communities address issues of poverty and social justice. This is truly a special opportunity that the city should embrace.

I would like to add this letter into the public record and make sure it is included among the correspondence the city council receives regarding the proposed development.

Thank you very much,

--  
**Elizabeth Hansburg**

Co-Founder & Executive Director



c. (714) 872-1418

e. [elizabeth@peopleforhousing.org](mailto:elizabeth@peopleforhousing.org)

**[Click here to become a member of People for Housing!](#)**



Clergy & Laity United  
for Economic Justice

## Board of Directors

**Rev. Gary Williams**  
Saint Mark Methodist Church  
Chair

**Mary Stancavage**  
Meditation Coalition  
Chair

**Derek Smith**  
UFCW 324  
Treasurer

**Rabbi Dr. Stephen J. Einstein**  
Congregation B'nai Tzedek  
Secretary

**Vivian Rothstein**  
Santa Monica CLUE Committee  
Chair of Personnel

**Michael Soto**  
NUHW  
Chair of Development

**La Mikia Castillo**  
Castillo Consulting Partners

**Rev. Dr. Sarah Halverson-  
Cano**  
Irvine United Congregational  
Church

**Graciela Mariscal**  
SEIU-UHW

**Rabbi Daniel Mehlman**  
Temple Ner Tamid

**Glyndana Shevlin**  
Disney Worker, UNITE HERE 11

**Bishop Mary Ann Swenson**  
United Methodist Church (Ret.)

**All Twelvi**  
Teamsters Local 2010

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**Michelle Saylor, J.D.**  
Executive Director

**Jeremy Arnold**  
Program Director

**Jackie Weber**  
Development Director

**Rev. Juan Carlos Durruthy**  
Faith-Rooted Organizer

**Lucero Garcia**  
Faith-Rooted Organizer

**Ashley Gonzalez**  
Faith-Rooted Organizer

**David James**  
Faith-Rooted Organizer

**Pastor Cue In Maria**  
Faith-Rooted Organizer

**Kevin Johnson**  
Operations Manager

*As CLUE, we educate, organize, and mobilize the faith community to accompany workers and their families in their struggle for good jobs, dignity, and justice.*

September 30, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

RECEIVED

OCT 01 2020

PLANNING

### Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community

Honorable Mayor, Members of the City Council, and Members of the Planning Commission:

Clergy and Laity United for Economic Justice (CLUE) writes to express our support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development would provide 65 much-needed rental homes for lower-income seniors in our community, with a range of onsite amenities including a community center as well as indoor and outdoor seating areas, which will encourage social interaction for its residents.

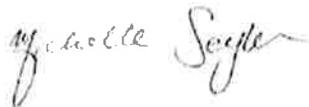
Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment.

Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. CLUE fully supports this development and urges you to support too.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Seyler".

**Michelle M. Seyler**  
**Executive Director**

**Gonzales, Andrew**

---

**From:** James Taylor <jamestaylor7002@sbcglobal.net>  
**Sent:** Friday, October 16, 2020 10:29 PM  
**To:** Gonzales, Andrew  
**Subject:** MND No. 2020-02

To whom it may concern;

My name is James Taylor. I have lived at 419 Hillcrest Ave here in Placentia for 15 years. I would like to register my strong objection to the MND. Specifically I am completely against re-zoning my neighborhood from R-1 to ANY SORT OF R-3 High Density Multiple-Family zone. NO on changing our zoning to R-3.

Thank you,

James Taylor

**Gonzales, Andrew**

---

**From:** marianroserm <marianroserm@twc.com>  
**Sent:** Monday, October 19, 2020 10:52 AM  
**To:** Smith, Ward L.; Gonzales, Andrew; Chad Wanke; Green, Craig; Shader, Rhonda; Yamaguchi, Jeremy  
**Cc:** marianroserm@twc.com  
**Subject:** Santa Angelina Senior Apartments

City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
October 18, 2020

Re: Santa Angelina Senior Apartments Plan

Attn: Andrew Gonzales and Placentia City Council Members

Dear Mayor Smith, Mr. Gonzales and City Council Members:

We strongly object to any change in Placentia's existing plan from Low Density to High Density. KEEP LOW DENSITY as it currently is.

We also strongly object to a change in zoning from R-1 (Single Family Residential) to R-3 (High Density Multiple-Family). KEEP R-1 as it currently is.

We veto the Santa Angelina development plan. We request that you, Mayor Smith, and City Council members, also veto this development plan.

We look forward to your reply.

Paul and Marian Moynihan  
413 Hillcrest Avenue  
Placentia, CA 92870

October 23, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

I am writing to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas, which would encourage social interaction for its residents.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

Blessed Sacrament is a loving and serving community with many outreaches that serve Placentia and the surrounding areas. I cannot imagine a more ideal location for a senior housing project. Residents would find a hospitable, warm, and welcoming community, which was looking for opportunities to be of service to senior citizens as needed.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,

Maureen Burton

Member of Blessed Sacrament Episcopal Church

24 October 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

I would like to express my support for the proposed senior affordable housing community to be built by Episcopal Communities & Services for Seniors and National Community Renaissance on property at 1314 N. Angelina Drive in the City of Placentia. The proposed development would provide much-needed rental homes for lower income seniors in our community with a range of amenities at the site and easy access to the Post Office and local retail shops.

Because housing affordability is a growing challenge for seniors throughout Orange County we need to have facilities like these to address our local needs. According to the National Council on Aging, in 2019 over 25 million Americans aged 60 and above earned just about \$31k per year or less. In Orange County it is nearly impossible to find a rental home for a senior with such income. In addition, by 2030 it is estimated that 20% of Americans will be over the age of 65. As our senior population grows, we need to plan safe and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements as part of the development would enhance the city's ambience, upgrading the surrounding curb and sidewalks, and adding new trees and landscaping fronting North Angelina Drive and Morse Avenue; of course, local jobs would also be created during the construction and operational phases of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,

**JoAnne Powers**

October 25, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor Ward, Members of the City Council and Members of the Planning Commission:

My name is Aimee Aul and I am writing to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development will provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a huge challenge for seniors throughout Orange County, and projected to get worse. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older are earning just \$31,225 or less per year. In Orange County, it is impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development will revitalize the existing Episcopal Church of the Blessed Sacrament site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, including trees and landscaping along North Angelina Drive and Morse Avenue. Finally, construction and operations phase of the development will provide much needed local jobs.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I enthusiastically support this development and I urge you to support too.

Sincerely,

Aimee Aul

October 25, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

We, Mike and Beverly Cardwell, wish to express our support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. For 25 years, we resided on Cypress Point, just two blocks from this planned development. My husband ran his real estate business from there and I was a representative and Chair Person for the Placentia Senior Advisory Committee for 9 years. I also did years of volunteering at the Senior Center.

The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. We fully support this development and I urge you to support too.

Sincerely,

  
Michael & Beverly Cardwell

# **Kenneth Kaisch, Ph.D.**

Clinical Psychologist

733 E. Chapman Avenue  
Fullerton, CA 92831  
714/992-4656

October 26, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

## **Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

I am a clinical psychologist who has been in practice in North Orange County since 1984. A significant and growing part of my practice involves seniors. I am writing to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its

October 26, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue, Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

My husband and I write to express our support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. We fully support this development and urge you to support too.

Sincerely,  


Ruth & Rudy Govorchin  
5442 Brookhill Dr. Yorba Linda, CA 92886

10/26/2019

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

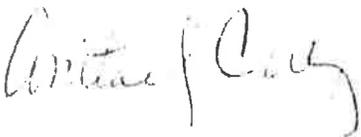
I Anita Cruz write to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,  
Anita Cruz



October 26, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue, Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

My wife and I write to express our support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. We fully support this development and urge you to support too.

Sincerely,

Drs. Joseph and Voiza Arnold  
4851 Kermath Street, Placentia, CA 92870

October 27, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

I Diane Compton write to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,



Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

October 27, 2020

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

We Ned and Sandra Bergert are writing to express our support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental apartments for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental apartment for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing physical plant of The Episcopal Church of the Blessed Sacrament campus. In addition, the project would concurrently be assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb, sidewalks, and upgrading current landscaping along Angelina Drive and Morse Avenue. Local jobs would be created not only during the construction and operations phase of the development, but once occupied residents will be shopping at the business adjacent to the church property.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. We fully support this development, and we urge you to support it too.

Sincerely,

Ned and Sandra Bergert

October 27, 2020

Planning Commission

City of Placentia City Hall

401 E. Chapman Avenue

Placentia, CA 92870

City Council

City of Placentia City Hall

401 E. Chapman Avenue

Placentia, CA 92870

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

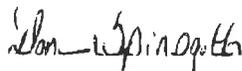
**Honorable Mayor, Members of the City Council and Members of the Planning Commission:**

I, Dana Spinogatti, am writing to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Senior and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development would provide 65 much needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019 over 25 million Americans age 60 and over were earning just \$31,225.00 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with this income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options to provide safe, decent and affordable communities.

In addition to housing, this development would revitalize the existing Church of the Blessed Sacrament site, while simultaneously assisting the city in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue. Local jobs would be created during the construction and operations phase of the development.

We all need to do our part in alleviating the pressure the housing crisis is placing on local families. I fully support this project and I urge you to do the same.



Dana Spinogatti  
18973 Pelham Way  
Yorba Linda, CA 92886

October 31, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

I, Carol Morris, a parishloneer of Blessed Sacrament Church, write to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center and indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. And the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,



**Carol Morris**

October 31, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

We, Fr. Barrett and Penny Van Buren write to express <sup>our</sup> support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. We fully support this development, and we urge you to support it, too.

Sincerely,  
The Rev. R. Barrett Van Buren & Penny Van Buren



October 31, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

I, Ann K Battaglia write to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,



Ann K. Battaglia

November 1, 2020

Planning Commission

City of Placentia City Hall

401 E. Chapman Avenue

Placentia, CA 92870

And

City Council

City of Placentia City Hall

401 E. Chapman Avenue

Placentia, CA 92870

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

I, Majd Asfour, write to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,

Majd Asfour

## Gonzales, Andrew

---

**From:** Ortega, Jeannette  
**Sent:** Thursday, November 05, 2020 10:59 AM  
**To:** Lambert, Joseph; Gonzales, Andrew; Arrula, Damien  
**Subject:** Fwd: Send a message of support for affordable housing for Placentia seniors!  
**Attachments:** Recipe for Support (1).docx; 2020-10-14\_Placentia BSC Project Handout (1).pdf

FYI

Thank you,

Jeannette Ortega  
Assistant to the City Administrator/  
Economic Development Manager  
City of Placentia  
(714) 993-8264  
jortega@placentia.org

Sent from my iPad

Begin forwarded message:

**From:** Carrie Buck <info.placentiacollaborative@gmail.com>  
**Date:** November 5, 2020 at 10:57:58 AM PST  
**Subject:** Send a message of support for affordable housing for Placentia seniors!

Hello Members,

The proposed senior affordable housing development on the campus of Blessed Sacrament Episcopal Church is coming before the Placentia Planning Commission next Tuesday, November 10th. The meeting has few options for verbal public comment, so we are asking our network of people concerned about affordable housing to please send an email message of support for the project, which will bring 65 apartment homes for low and moderate-income senior citizens. Emails can be sent to City Planner Andrew Gonzales at [agonzales@placentia.org](mailto:agonzales@placentia.org). You can also cc me if you would like.

Attached is a "fact sheet" describing the proposed development. If you would like assistance formulating your message of support, I am attaching an informal "recipe" that you can personalize. Some people have told us they found it helpful. By far the most effective support for affordable housing comes from residents of the city, so we are very grateful for any support you can offer.

Thank you for your time and consideration. Please do not hesitate to reach out with questions, or if I can be of any assistance.

--  
*Thank you,  
Laura Kraft, Assistant  
Placentia Community Collaborative  
714-993-5774 ext. 1005*

## **Gonzales, Andrew**

---

**From:** Vicki Hines <vickih@helpinghandsla.org>  
**Sent:** Thursday, November 05, 2020 11:36 AM  
**To:** Gonzales, Andrew  
**Cc:** Carrie Buck  
**Subject:** Affordable Housing--Blessed Sacrament Church

Before the project comes up for approval, I wanted to add my experience to emphasize the need everywhere for affordable housing options for Seniors. I will also say that I am not a resident of Placentia but work with low income Seniors every day.

The lack of affordable housing for Seniors is such a critical issue and has been for some years now. There are many, many people that just don't have the income to support themselves in typical rental situations and do not qualify for financial support. But more than that, there simply are not enough low income housing options. These are independent Seniors that just need a place to live--a nice studio or maybe even a shared apt with a friend to share cost.

Section 8 housing is just not widely available, if at all. We try to help Seniors find housing options through Helping Hands Senior Foundation, but often that may mean a Nursing Home (certainly not ideal for an independent Senior) or at least temporarily at a Nursing Home. I would not want to be faced with that. There just are very few places for Room and Board or renting a room that exist and we don't give people s referral to an unlicensed facility.

Please help the Senior community by approving the Blessed Sacrament housing facility. Safe, afforaable and clean is the most important way to support our aging population.

Best regards, Vicki Hines

**Vicki Hines**

**Coordinator OC & SD**

**Helping Hands Senior Foundation**

[www.helpinghandsla.org](http://www.helpinghandsla.org)

949.615.4340 direct/text

**Do you know a senior who can use our help?**

**Looking for a job? Helping Hands is hiring.**

**Questions? Call Us! (818) 279-6580**



Please like and share our Facebook page by visiting:  
<https://www.facebook.com/HelpingHandsSeniorFoundation/>

Kind and generous people like you make it possible for our organization to help others! Please consider donating by visiting: <https://www.helpinghandsla.org/join-our-cause/donate>

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## Gonzales, Andrew

---

**From:** Sylvia Minjares  
**Sent:** Monday, November 09, 2020 7:16 AM  
**To:** Gonzales, Andrew  
**Subject:** FW: Letter of Support for Santa Angelina Affordable Housing (Public Hearing Item 2)

Please see attached.

**Sylvia Minjares** | Office Assistant | Development Services Department  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
☎ (714) 993-8268 | 📠 (714) 528-4640 | ✉ [sminjares@placentia.org](mailto:sminjares@placentia.org)



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**From:** Mary Kuo <[info@sg.actionnetwork.org](mailto:info@sg.actionnetwork.org)>  
**Sent:** Friday, November 6, 2020 4:15 PM  
**To:** Sylvia Minjares <[sminjares@placentia.org](mailto:sminjares@placentia.org)>  
**Subject:** Letter of Support for Santa Angelina Affordable Housing (Public Hearing Item 2)

Hon. Placentia Planning Commissioners and City Staff,

I am proud to join with our friends at United to End Homelessness in strong support of proposed Santa Angelina senior affordable housing community by Episcopal Communities and Services for Seniors and National Community Renaissance at 1314 N. Angelina Drive in Placentia. The Santa Angelina development would provide 65 affordable rental homes for seniors in our community at a time when they face more economic uncertainty than ever before.

This development also includes a critically important set-aside of 21 Permanent Supportive Housing units that will contribute meaningfully to helping end our homelessness crisis. United to End Homelessness has been a passionate force in Orange County, advocating for supportive and affordable housing as the most fiscally responsible and compassionate solution available.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs. Seniors should not be forced to move out of the communities where their support systems are due to the lack of local affordable housing options. Given the disproportionate impact the pandemic has had on all families, affordable homes will be even more needed as we look to rebuild our local economy.

Thank you for your courageous leadership in voting to approve this well-planned development. I am proud to support you in doing so.

Mary Kuo  
marykuo1688@yahoo.com

Placentia, California 92870

## Gonzales, Andrew

---

**From:** Sylvia Minjares  
**Sent:** Monday, November 09, 2020 8:24 AM  
**To:** Gonzales, Andrew  
**Subject:** FW: Letter of Support for Santa Angelina Affordable Housing (Public Hearing Item 2)

Andrew,

Here's another one that just came in.

**Sylvia Minjares** | Office Assistant | Development Services Department  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
☎ (714) 993-8268 | 📞 (714) 528-4640 | ✉ [sminjares@placentia.org](mailto:sminjares@placentia.org)



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**From:** Muna Lopez <[info@sg.actionnetwork.org](mailto:info@sg.actionnetwork.org)>  
**Sent:** Monday, November 9, 2020 8:23 AM  
**To:** Sylvia Minjares <[sminjares@placentia.org](mailto:sminjares@placentia.org)>  
**Subject:** Letter of Support for Santa Angelina Affordable Housing (Public Hearing Item 2)

Hon. Placentia Planning Commissioners and City Staff,

As a transfer resident from San Diego to Orange County, Placentia has been my home for the past three years. It's charm and sense of community is part of the reason why I love it. Affordable housing is a commodity in California and I believe an essential contributor to a fostering city.

I am proud to join with our friends at United to End Homelessness in strong support of the proposed Santa Angelina senior affordable housing community by Episcopal Communities and Services for Seniors and National Community Renaissance at 1314 N. Angelina Drive in Placentia. The Santa Angelina development would provide 65 affordable rental homes for seniors in our community at a time when they face more economic uncertainty than ever before.

This Placentia development also includes a critically important set-aside of 21 Permanent Supportive Housing units that will contribute meaningfully to helping end our homelessness crisis. United to End Homelessness has been a passionate force in Orange County, advocating for supportive and affordable housing as the most fiscally responsible and compassionate solution available.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs. Seniors should not be forced to move out of the communities where their support systems are due to the lack of local affordable housing options. Given the disproportionate impact the pandemic has had on all families, affordable homes will be even more needed as we look to rebuild our local economy.

Thank you for your courageous leadership in voting to approve this well-planned affordable housing. I am proud to support you in doing so.

Muna Lopez

Muna Lopez  
munacarolinelopez@gmail.com

Placentia, California 92870

▪

## Gonzales, Andrew

---

**From:** Sylvia Minjares  
**Sent:** Tuesday, November 10, 2020 12:18 PM  
**To:** Gonzales, Andrew  
**Subject:** FW: Support Approval of Santa Angelina Senior Housing Community

Please see letter below.

**Sylvia Minjares** | Office Assistant | Development Services Department  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
☎ (714) 993-8268 | 📠 (714) 528-4640 | ✉ [sminjares@placentia.org](mailto:sminjares@placentia.org)



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**From:** Pat D <[pat7oaks@gmail.com](mailto:pat7oaks@gmail.com)>  
**Sent:** Tuesday, November 10, 2020 11:55 AM  
**To:** Sylvia Minjares <[sminjares@placentia.org](mailto:sminjares@placentia.org)>  
**Subject:** Support Approval of Santa Angelina Senior Housing Community

Dear Planning Commission members,

I am writing as a community member involved in Housing First focused efforts, advocating for our unhoused and housing insecure neighbors here in North OC.

I have been following this project and others put forward by National Core partnerships and the model they provide checks all the boxes for providing affordable housing so needed in all of our communities.

The Santa Angelina Senior Housing residential community targets lower income seniors aged 62 and older - seen as the the fastest growing housing insecure group. The onsite amenities will create the opportunity for the connection needs exhibited by this often isolated population. The 64 affordable housing units will serve senior households age 62 and older earning less than 60% of the Area Median Income, of which there are many. All of this will also support a portion of your city's RHNA goals with hopefully more to follow. Thank you for your leadership in moving this much needed development forward serving the most vulnerable residing in our county which has such an inflated cost of living.

Sincerely

Pat Davis  
Anaheim

Sent from my phone. Please excuse brevity and typos.

## Gonzales, Andrew

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**From:** marianroserm <marianroserm@twc.com>  
**Sent:** Friday, November 06, 2020 3:44 PM  
**To:** Sylvia Minjares; Gonzales, Andrew; Smith, Ward L.; Chad Wanke; Green, Craig; Shader, Rhonda; Yamaguchi, Jeremy  
**Cc:** marianroserm@twc.com  
**Subject:** Santa Angelina Senior Apartments Plan

City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
November 6, 2020

RE: Santa Angelina Senior Apartments Plan

Dear Mr. Gonzales, Members of our Planning Commission and Members of our Placentia City Council:

We strongly object to any change in Placentia's existing plan from Low Density to High Density. Keep LOW density as it is currently in place. We also strongly object to any change in zoning from R-1 (single family residential) to R-3 (high density multiple family). Keep R-1 as it is currently in place. We strongly object to the building of the Santa Angelina Apartments. We VETO the plan.

HIGH DENSITY brings its own problems associated with more people living in proximity. There will be more trash generated, more rodents...and other issues. Today, however, we will address ENVIRONMENTAL ISSUES.

### ENVIRONMENTAL ISSUES:

As we address the Health and Safety of our nearby neighborhood and school, we request that you will RETAIN this VITAL natural open space at Blessed Sacrament Church. The land and trees are necessary for our community. They function together to make our living area/neighborhood more healthful. The land absorbs water, sending it deep underneath the surface; the trees help to provide clean air. Once destroyed and covered with building materials, this necessary natural resource is LOST. The rain can no longer be absorbed. The air can no longer be cleansed.

And then what? In the proposal to make space for many vehicles, the result will be more AIR POLLUTION, more NOISE POLLUTION and greater HAZARDS for pedestrians of ALL ages. More pollution and more pedestrian hazard will be created by more vehicles. The corner of Angelina and Morse Avenue is already hazardous for pedestrians. We do NOT want the hazards to be increased. So please understand this statement. We do NOT want or need more TRAFFIC!

It makes no sense to destroy beneficial Nature and to replace that good element with an element (more vehicles) which we know is DETRIMENTAL to our citizens and community.

We request that you will vote to keep the land in its natural state. We request that each of you will seriously realize the long term NEGATIVE consequences of this development plan and will VETO the Santa Angelina Apartments Development Plan.  
Thank you.

We look forward to your reply.

Paul and Marian Moynihan

413 Hillcrest Avenue  
Placentia, CA 92870

## **Gonzales, Andrew**

---

**From:** Barbara Openshaw <beopenshaw@gmail.com>  
**Sent:** Tuesday, November 10, 2020 4:30 PM  
**To:** Gonzales, Andrew  
**Cc:** Elizabeth Hansburg P4H  
**Subject:** Blessed Sacrament Episcopal Housing Project

Dear Planning Commission,

I am a long-time Placentia resident and want to express my support for the proposed affordable senior housing project on the grounds of the Episcopal Church. I know the project is being considered by the Planning Commission this evening. My apologies for this note reaching you at such a late date, but I have been out of town for a few days.

I have lived in Placentia for 39 years. My four children all graduated from Valencia High School. I live in a friendly, safe neighborhood and am very glad to be a resident of this city.

I often drive by the grounds of the Episcopal Church, and for years I have thought to myself that it was kind of a shame that the church sat on such large, empty grounds, particularly when water shortages made it difficult to maintain the once-green lawns surrounding the church.

I have a personal interest in the affordable housing issue, and was delighted to learn of the proposal to add housing for low-income seniors on the church grounds. I was able to attend a "Zoom" meeting a couple of weeks ago where the project was discussed. I was impressed with the plans and with the management company that will manage the housing once it's constructed.

I am very fortunate to have owned my home for many years. I know my house payment is significantly lower than the average rent for a one-bedroom apartment these days. None of my grown children can afford to purchase a home in California and thus live elsewhere. I am very pleased to see Placentia take steps to help provide affordable housing for seniors, many of whom live on fixed incomes.

Along these same lines, I have been happy to see the opening of the Navigation Center in Placentia, as well as the Veterans' Housing Complex. I am pleased and proud that my city is stepping up to do its part to help solve California's affordable housing crisis.

I fully support the proposed senior housing project on the grounds of the Episcopal Church.

Thanks for accepting my input.

Barbara Openshaw  
117 Primrose Ave.  
Placentia, CA 92870

## Gonzales, Andrew

---

**From:** Peter Trenerly <ptrenerly@gmail.com>  
**Sent:** Tuesday, November 10, 2020 6:06 PM  
**To:** Sylvia Minjares  
**Cc:** Gonzales, Andrew  
**Subject:** Re: Opposition to Development at Blessed Sacrament

Minor update. Please use the following that fixes a typo. Sorry & thanks

Public Comments Regarding:

**General Plan Amendment (GPA) 2020-01, Zone Change (ZC) 2020-01 and Development Plan Review (DPR) 2020-0**

**Residents:** Peter and Jennifer Trenerly

**Address:** 314 Annajeanne Drive, Placentia, 92870

**Comments as follows:**

As a homeowner that will directly border the new development, we would like to submit the following concerns:

- **Property Values:** Potential negative impact to property values of houses that are near or border the property. We bought our property 20+ years ago because of the privacy & peacefulness that a church behind our property provided. We currently work from home. Real-estate agents have confirmed that the new development will likely reduce our property value.
- **Privacy:** Any balconies or other elevated platforms that might provide a view into the backyards of houses bordering the proposed property
- **Light pollution:** Any lighting from the building or other property / perimeter lighting that might bleed into the yards or beyond of surrounding houses. We currently enjoy total darkness at night.
- **Noise pollution:** Any noise from cars arriving and departing or other ambient noise from residence.
- **Reduced ambient daylight:** Concerns about ornamental portions of the proposed building that raise the overall height or in other ways block daylight without providing function
- **Security:** Increased foot traffic on or around our property that may make it easier to conceal a person who may scale the wall behind our property.

Thank-you for your consideration.

**Gonzales, Andrew**

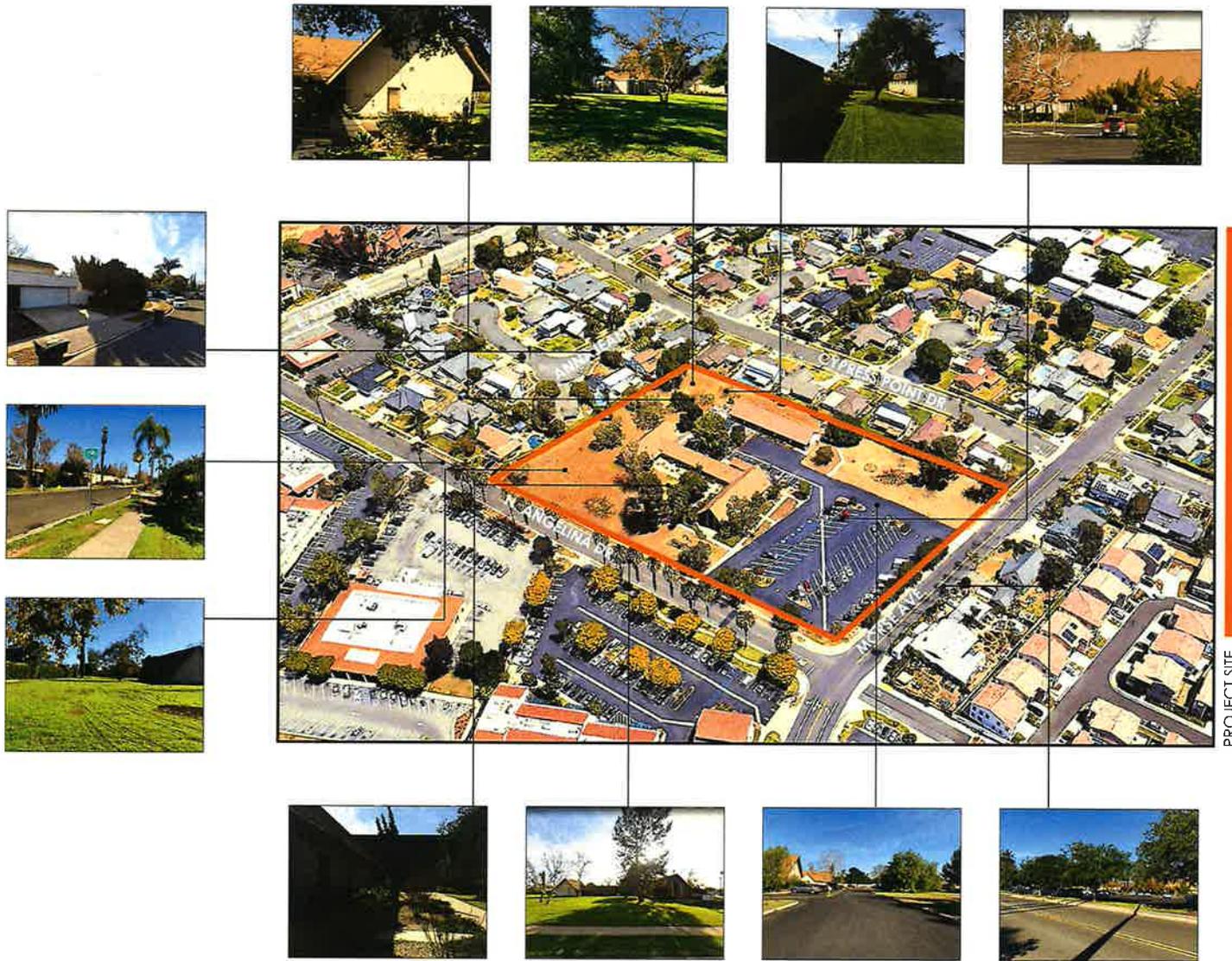
---

**From:** Sylvia Minjares  
**Sent:** Tuesday, November 10, 2020 7:46 PM  
**To:** Gonzales, Andrew  
**Subject:** FW: balconies on 1314 Angelina Dr project

**From:** Tom De Marti <tomdemarti@outlook.com>  
**Sent:** Tuesday, November 10, 2020 7:43 PM  
**To:** Sylvia Minjares <sminjares@placentia.org>  
**Subject:** balconies on 1314 Angelina Dr project

We were told at one of the in person meeting that the north facing balconies were no longer going to be there they would be on the inside of the building.

Tom and Ginger De Marti  
1407 Annajeanne Dr



1314 N. Angelina Dr. Affordable Senior Housing

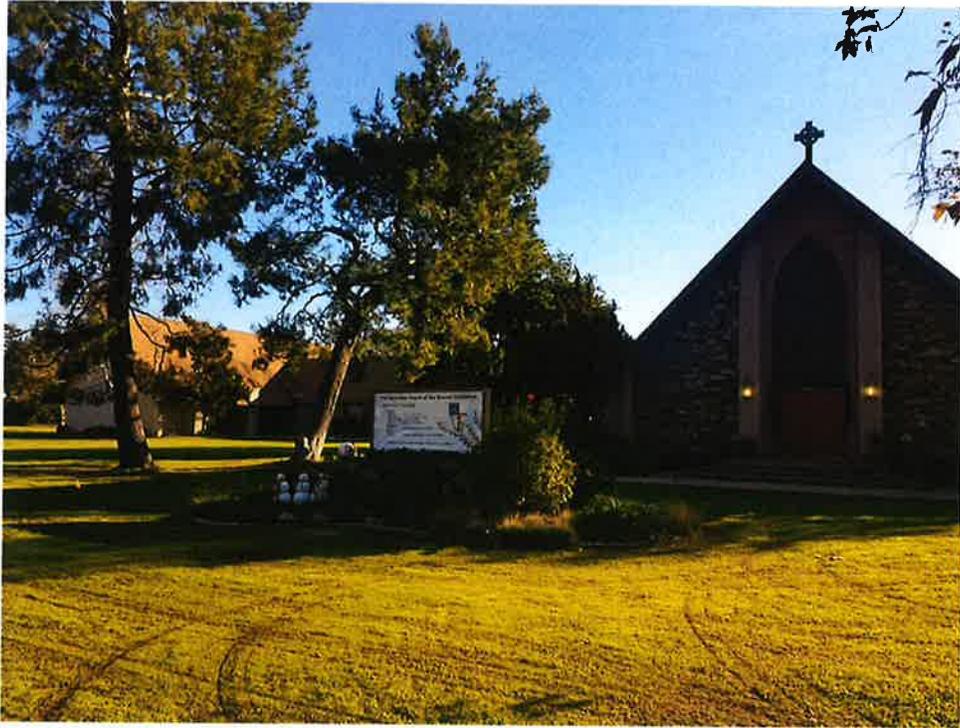
Existing Site Photo Exhibit

A0-1

ATTACHMENT 7 07/8/2020

# **Appendix C - Pertinent Property Photographs**

1



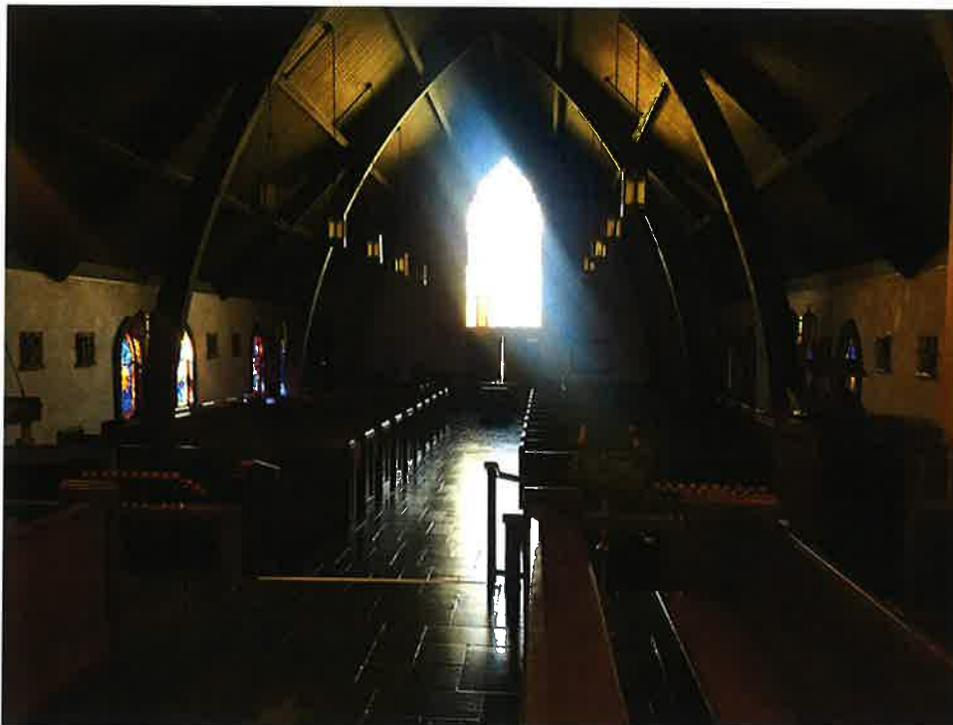
View of Property (looking east) from N. Angelina Drive.

2



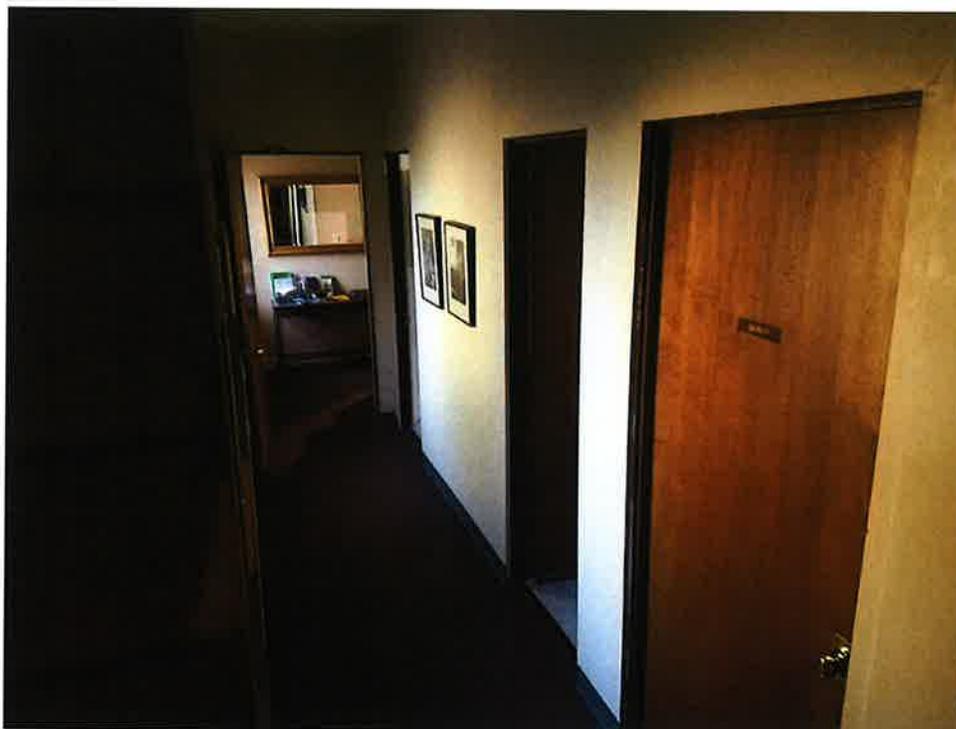
View of western Property boundary (looking north).

3



View of interior of church.

4



View of interior of administrative area in church building.

5



View of interior of administrative area in church building.

6



View of interior of classroom in church building.

7



View of interior of Parrish hall.

8



View of kitchen in Parrish hall.



View of kindergarten building.



View of interior of kindergarten classroom.

11



View of interior of kindergarten classroom.

12



View of storage building on east side of church building.

13



View of interior of storage building.

14



View of fuel cans and paints in storage building.

15



View of western adjoining US Post Office (1400 N. Kraemer Blvd.).

16



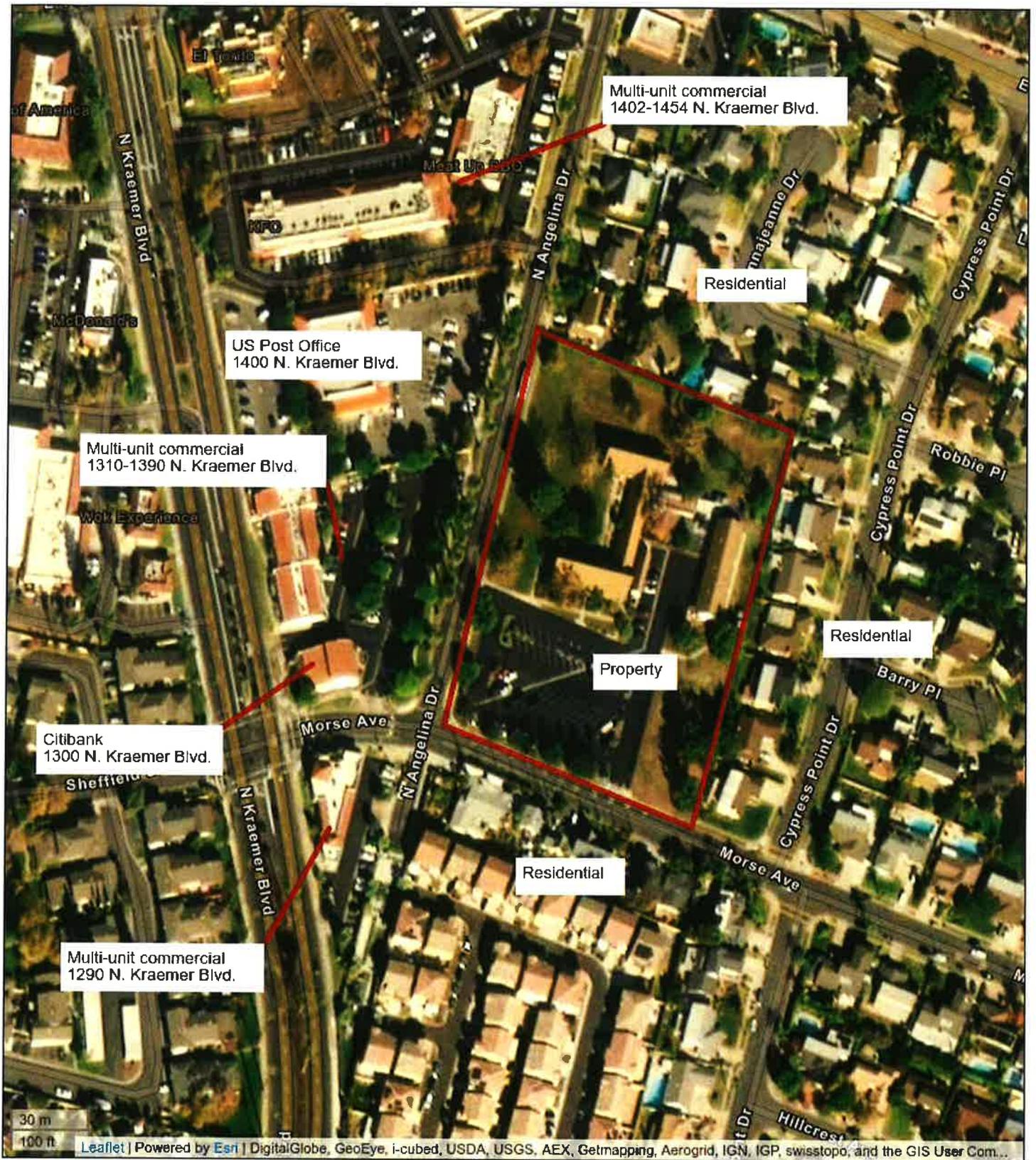
View of western adjoining multi-unit commercial building (1310-1390 N. Kraemer Blvd.).



View of southwestern adjoining multi-unit retail (1290 N. Kraemer Blvd.).



View of typical residential neighborhood as seen north, northeast, east, southeast, and south of Property.



**Figure 2 - Property Map**

National Community Renaissance of California  
 1314 North Angelina Drive  
 Placentia, California  
 Converse Project No. 19-42-206-01



**PLACENTIA PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING**

November 10, 2020

The regular meeting of the Placentia Planning Commission of November 10, 2020 was called to order at 6:31 p.m. in the City Council Chambers, 401 East Chapman Avenue, Placentia, by Chair Schaefer.

**ROLL CALL:**

PRESENT (TELEPHONICALLY): Commissioners Keller, Lee, Polichetti, Rocke, Perez,  
Schaefer

ABSENT: None

OTHERS PRESENT: Tom Duarte, Deputy City Attorney  
Joseph M. Lambert, Director of Development Services  
Andrew Gonzales, Senior Planner  
Lesley Whittaker, Associate Planner  
Arlen Beck, Assistant Planner  
Sylvia Minjares, Office Assistant

PLEDGE OF ALLEGIANCE: Vice Chair Perez

**ORAL COMMUNICATIONS:**

**CONSENT CALENDAR:**

1. **Planning Commission Meeting Minutes – October 13, 2020**  
**Recommended Actions:** Approve

**Motion by Keller, second by Lee carried on a (6-0-0-0) vote to approve the recommended actions.**

Ayes: Keller, Lee, Polichetti, Rocke, Perez, Schaefer  
Noes: None  
Absent: None  
Abstain: None

**REGULAR AGENDA:**

**PUBLIC HEARINGS:**

1. **Applicant:** La Bibilioteca Cigar Lounge  
**Project Location:** 128 W. Santa Fe Ave. Unit B  
**Use Permit (UP) 2020-09:** A request to permit the establishment and operation of a 1,454 square foot retail cigar lounge of high-end cigars, spirits and accessories (Type 48 ABC license) with 80 member lockers, and 42 seats (34 seats inside and

8 seats within an outdoor patio) located at 128 W. Santa Fe Ave. Unit B in the Old Town Revitalization Plan (O-T) Zoning District.

**Recommended Actions:** It is recommended that the Planning Commission take the following actions:

1. Staff is recommending that this item be continued to the next regularly scheduled Planning Commission meeting to be held on December 8, 2020.

Chair Schaefer opened the public hearing.

Assistant Planner Arlen Beck presented the staff report and provided a brief overview of the proposal to the Commission.

Mr. Beck stated that although this public hearing item was posted and published as required, Staff requests a continuance to allow additional time to review the project before making a recommendation to the Commission.

Mr. Beck confirmed for Chair Schaefer that this is a new business.

No public comments were received.

Chair Schaefer closed the public hearing.

**Motion by Keller, second by Perez carried on a (6-0-0-0) vote to approve the recommended actions.**

Ayes: Keller, Lee, Perez, Polichetti, Rocke, Schaefer  
Noes: None  
Absent: None  
Abstain: None

2. **Applicant:** City of Placentia

**Project Location:** Citywide

**General Plan Amendment (GPA) 2020-01, Zone Change (ZC) 2020-01 and Development Plan Review (DPR) 2020-01:**

A request to implement a series of discretionary actions that would ultimately allow for the development of 65 senior apartment homes in two, two-story residential buildings. 64 units are proposed as affordable housing units to households earning less than 60% of the Area Median Income and the remaining unit would be the manager's unit. The project proposes an additional 45 parking spaces for a total of 130 parking spaces onsite. The existing parish hall will be demolished and replaced with a new parish hall that will measure approximately 3,974 square feet with a 544-square-foot covered porch. A new children's picnic/lunch area is proposed. The project also proposes: a courtyard gathering space west of the Parish Hall, a gathering lawn with benches fronting North Angelina Drive, an outdoor terrace fronting North Angelina Drive, and a memorial garden with accent trees between the existing church building and the proposed new Parish Hall. The project requires the processing of a GPA to change the existing General Plan Land Use designation from "Low Density Residential" to "High Density Residential" and a ZC to change the existing Zoning

District of the project site from R-1 (Single-Family Residential) to R-3 (High Density Multiple-Family). The project applicant is also requesting a DPR to permit the construction of the two, two-story residential buildings and expansion of the Parish Hall building.

**Recommended Actions:** It is recommended that the Planning Commission take the following actions:

1. Open the public hearing concerning General Plan Amendment (GPA) No. 2020-01, Zoning Change (ZC) No. 2020-01, and Development Plan Review (DPR) No. 2020-01; and
2. Receive the Staff Report and consider all public testimony; and
3. Close the public hearing; and
4. Adopt Resolution No. PC-2020-16, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of Placentia approve GPA 2020-01 modifying the existing Land Use designation of the project area from “Low Density Residential” to “High Density Residential”; recommending approval of ZC 2020-01 modifying the existing Zoning District designation of the project area from “Single Family Residential (R-1)” to “High Density Residential (R-3)”; and recommending approval of DPR 2020-01 for the construction of an affordable senior housing development consisting of an approximately 24,631-square foot, 32-unit, two-story building (“Building 1”) and an approximately 30,316-square foot, 33-unit, two-story building (“Building 2”), including the partial demolition and approximately 3,974-square foot addition to an existing parish hall on an existing 3.85-acre site, currently developed with a church sanctuary and daycare facility; and recommending the adoption of Mitigated Negative Declaration 2020-02 pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR §15074 and the City of Placentia Environmental Guidelines.

Chair Schaefer opened the public hearing.

Senior Planner Andrew Gonzales presented the staff report and provided an overview of the proposed project to the Commission. Mr. Gonzales also noted that if approval is recommended by the Planning Commission, this proposal will be presented to the City Council at a public hearing on December 1, 2020 for final action.

Mr. Gonzales confirmed that the Commissioners had received the public comments included in the agenda packet and also those that were forwarded to Staff electronically prior to the meeting.

Mr. Gonzales provided the Commissioners with the proposed site plan, floor plan, zoning requirements, elevations, landscaping plan, and architectural design.

Mr. Gonzales answered the Commissioners’ questions regarding parking requirements,

landscaping, solar panels, outdoor lighting, ADA compliance, amenities, and the developer's previous projects in other jurisdictions.

Public comments that were received during the public hearing were read to the Commission.

Mr. Gonzales and Mr. Lambert addressed the public's concerns regarding the balconies and building height. Development Services Director Joseph Lambert added information regarding the building setbacks and distances from buildings to property lines.

Mr. Gonzales and Mr. Lambert answered the Commission's questions and clarified points regarding the balconies, privacy concerns, current procedures for public comments, legal posting requirements, and the community meetings held prior to the public hearing.

Deputy City Attorney Tom Duarte confirmed for the Commission that it is not a requirement that public comments include a name and address, they may be submitted anonymously.

Chair Schaefer closed the public hearing.

**Motion by Keller, second by Schaefer carried on a (6-0-0-0) vote to approve the recommended actions.**

Ayes: Keller, Lee, Perez, Polichetti, Rocke, Schaefer

Noes: None

Absent: None

3. **Applicant:** Tacos Way

**Project Location:** 1390 N. Kraemer Blvd.

**Use Permit (UP) Modification 93-01:** A request to permit an approximately 306-square foot expansion to an outdoor dining area located along the easterly side of the existing restaurant building. There is a small existing outdoor seating area on the westerly side along Kraemer and one on the easterly side by the front entrance and parking area. The existing easterly outdoor patio is located on the southern side of the front door, which seats 16 patrons. The request is to expand the patio on the easterly side, to the northern side of the front door, for the purpose of adding another 16 seats. The request is also to permit the service of beer, wine, and spirits (Type 47) on the patio to complement existing Type 47 service that exists inside the restaurant. Offering more outdoor seating will help business and add to the casual eating ambiance to complement the existing Type 47 service inside the restaurant.

**Recommended Actions:** It is recommended that the Planning Commission take the following actions:

1. Open the public hearing concerning Use Permit (UP) Modification 93-01; and
2. Receive the staff report and consider all public testimony; and

3. Close the public hearing; and
4. Adopt Resolution PC-2020-15, a Resolution of the Planning Commission of the City of Placentia, approving Use Permit Modification 93-01 and making findings to permit an approximately 306-square foot expansion to an outdoor dining area located along the easterly side of the existing building, permit the addition of a canopy over the existing outdoor seating area on the westerly side of the building, and permit the service of beer, wine, and spirits (Type 47) on the patio located on the easterly side of the building, at 1390 N. Kraemer Blvd., in the T-C (Town Center) Zoning District and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15301 (Class 1 – Existing Facilities) and the City of Placentia Environmental Guidelines. All alcohol sales, dispensing, and consumption activities will be confined within the interior and outdoor seating areas of the restaurant.

Associate Planner Lesley Whittaker presented the staff report and provided an overview of the proposed project to the Commission.

Ms. Whittaker provided a site plan, floor plan, project photos, surrounding uses, and hours of operation. Ms. Whittaker also noted that this project application resulted from a case initiated by our Code Enforcement Division, therefore, the easterly outdoor dining area has already been installed.

Ms. Whittaker and Development Services Director Joseph Lambert answered the Commissioner's questions regarding outdoor seating and the existing canopy. Mr. Lambert clarified that Staff is supportive of the canopy that has been installed.

No public comments were received.

Chair Schaefer closed the public hearing.

**Motion by Polichetti, second by Lee carried on a (6-0-0-0) vote to approve the recommended actions.**

Ayes: Keller, Lee, Perez, Polichetti, Rocke, Schaefer  
Noes: None  
Absent: None  
Abstain: None

**OLD BUSINESS:**

**NEW BUSINESS:**

**DEVELOPMENT REPORT:**

Director of Development Services Joseph Lambert provided updates regarding The Herald, JPI, Shea Homes, Audi Dealership and Brandywine Homes.

**DIRECTOR'S REPORT:**

**PLANNING COMMISSION REQUESTS:**

**ADJOURNMENT:**

Chair Schaefer closed the Planning Commission Regular Meeting at 8:04 p.m. to the regular meeting of Tuesday, December 8, 2020 at 6:30 p.m. in the City Council Chambers at 401 East Chapman Avenue, Placentia, CA.

**Submitted by,**

---

Joseph M. Lambert,  
Secretary to the Planning Commission



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# SANTA ANGELINA SENIOR APARTMENT

NATIONAL  
COMMUNITY  
RENAISSANCE OF  
CALIFORNIA

CITY COUNCIL MEETING

DECEMBER 1, 2020

ATTACHMENT 9



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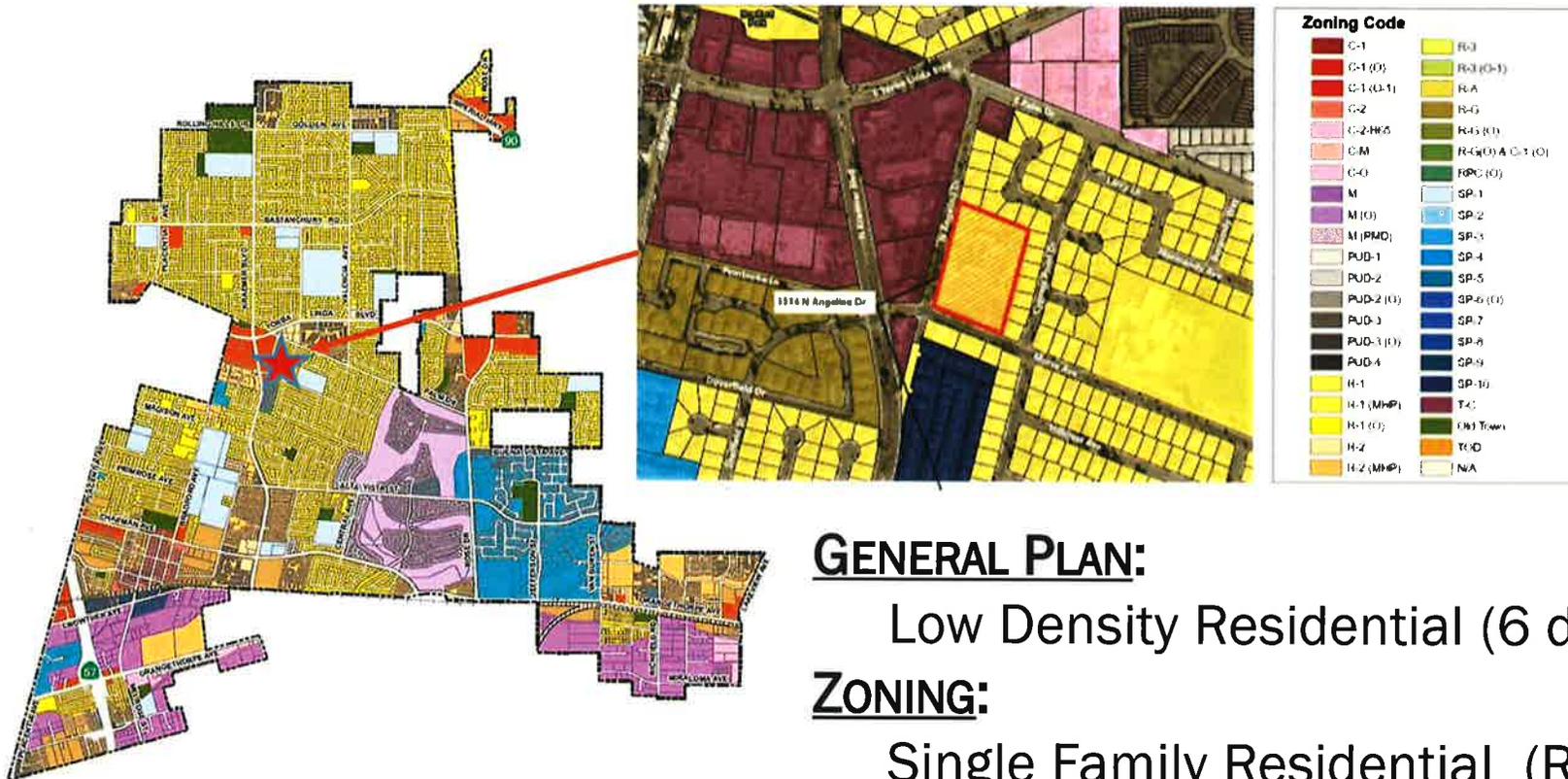
## **PRESENTATION OUTLINE**

- 1. Current General Plan & Zoning Designations**
- 2. Development Proposal**
- 3. Development Site Plan, Floor Plan, Elevations, & Building Materials**
- 4. CEQA Determination**
- 5. Project Recommendation**

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# **1. CURRENT GENERAL PLAN & ZONING DESIGNATIONS**

# GENERAL PLAN & ZONING DESIGNATIONS



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## **2. DEVELOPMENT PROPOSAL**

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# DEVELOPMENT PROPOSAL

- **GENERAL PLAN AMENDMENT NO. GPA 2020-01:**

- Change Land Use designation of “Low Density Residential” to “High Density Residential”

- **ZONE CHANGE NO. ZC 2020-01:**

- Change the existing Zoning District designation from “Single Family Residential (R-1)” to “High Density Residential (R-3)”

- **DEVELOPMENT PLAN REVIEW NO. DPR 2020-01::**

- Construct an affordable senior housing development consisting of an approximately 24,631-square foot, 32-unit, two-story building (“Building 1”) and an approximately 30,316-square foot, 33-unit, two-story building (“Building 2”), including the partial demolition and approximately 3,974-square foot addition to an existing parish hall on an existing 3.85-acre site.

- **MITIGATED NEGATIVE DECLARATION NO. MND 2020-02:**

- Review the environmental impacts associated with the proposed development project pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR §15074 and the City of Placentia Environmental Guidelines

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## **DEVELOPMENT PROPOSAL**

- **DEVELOPMENT OF 65 AFFORDABLE SENIOR APARTMENT HOMES**
  - 64 AFFORDABLE HOUSING UNITS & A MANAGER'S UNIT
    - 58 ONE-BEDROOM UNITS; APPROXIMATELY 569 SQ. FT.
    - 6 TWO-BEDROOM UNITS; APPROXIMATELY 810 SQ. FT.
    - 1 STUDIO UNIT (MANAGER'S UNIT); APPROXIMATELY 467 SQ. FT.
- **AGE AND INCOME RESTRICTED TO SENIORS AGE 62± EARNING LESS THAN 60% OF AREA MEDIAN INCOME (AMI)**
  - 60% OF AREA MEDIAN INCOME AT APPROXIMATELY \$43,260 FOR ONE PERSON ANNUAL HOUSEHOLD INCOME (BASED ON 2020 HCD INCOME LIMITS)
  - UNITS LEGALLY RESTRICTED TO OCCUPANCY FOR A PERIOD NOT LESS THAN 55 YEARS BY HOUSEHOLDS OF THE DESIGNATED INCOMES LEVEL (PMC SECTION 5.30.080)
- **ALL EXISTING ONSITE USES WILL NOT BE MODIFIED OR INTENSIFIED BY THE PROJECT PROPOSAL (E.G. CHURCH AND DAYCARE).**

---

# **3. DEVELOPMENT SITE PLAN, FLOOR PLAN, ELEVATIONS, & COLORS AND MATERIALS**



| STANDARD (BASED ON R-3 ZONING STANDARDS)                                                                                                                                                                     | PROJECT                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Density</b><br>25 d.u./ac max.                                                                                                                                                                            | <b>17 du/ac</b>                                                                                                                                                               |
| <b>Height</b><br>35 ft. max.                                                                                                                                                                                 | <b>34 ft. 2 in. (Building 1)</b><br><br><b>29 ft. 4 in. (Building 2)</b>                                                                                                      |
| <b>Setbacks</b><br>Front Yard Setback – 15 ft. min.<br><br>Street Side Yard Setback – 10 ft. min.<br><br>Interior Side Yard Setback – 5 ft. min.<br><br>Rear Yard Setback - 10 ft. min.                      | <b>Front: 15 ft. (Morse Avenue)</b><br><br><b>N. Angellina Side Yard: 26 ft. 5 in.</b><br><br><b>West Side Yard: 60 ft. 7 in.</b><br><br><b>North Rear Yard: 65 ft. 4 in.</b> |
| <b>Lot Coverage</b><br>60% max. (100,521 sf)                                                                                                                                                                 | <b>57% (95,440 sf)</b>                                                                                                                                                        |
| <b>Parking</b><br>State Required Parking Per AB 744<br><br>0.5 Spaces per Residential Unit: 33 spaces min.<br><br>Total Parking Required: 118 spaces min. (Church, Daycare, & Affordable Senior Development) | <b>45 spaces</b><br><br><b>130 spaces</b>                                                                                                                                     |





③ Building 1 - North  
SCALE: 3/32" = 1'-0"



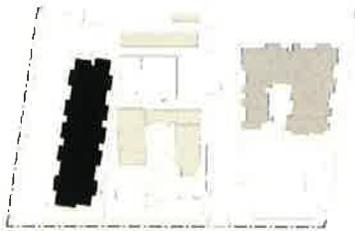
④ Building 1 - South  
SCALE: 3/32" = 1'-0"



① Building 1 - East  
SCALE: 3/32" = 1'-0"



② Building 1 - West  
SCALE: 3/32" = 1'-0"



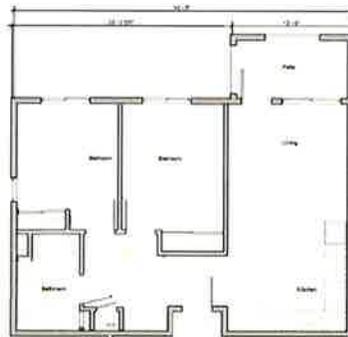
Site Diagram - Building 1  
1" = 137'-0"



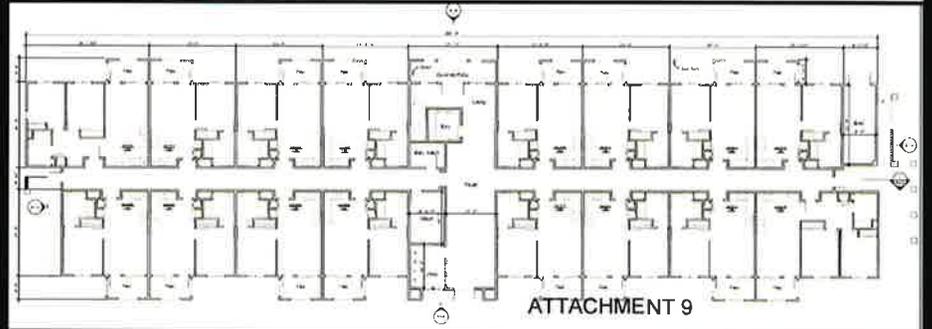
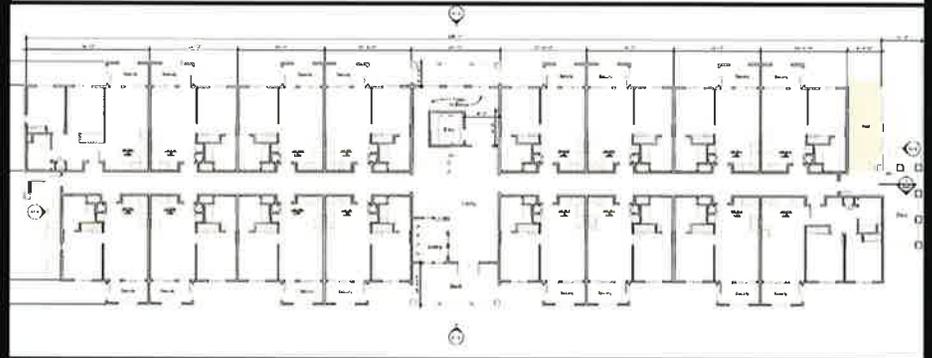
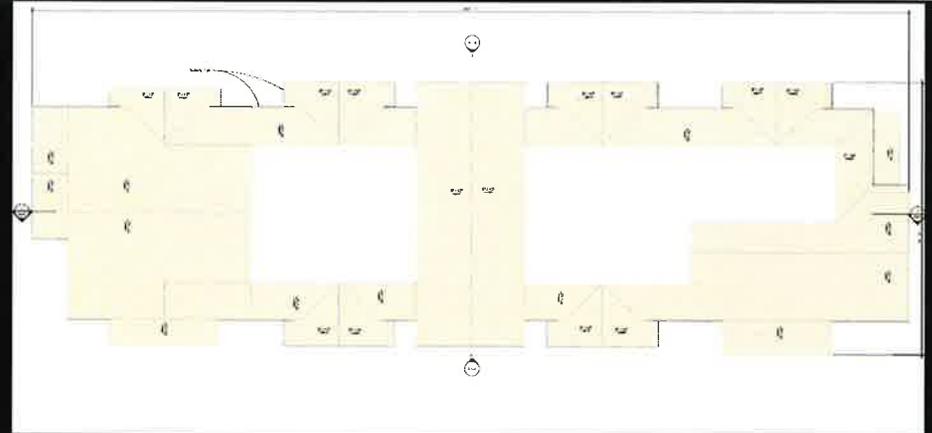
① Typical 1 Bedroom Unit - 569 Gross SF  
SCALE 1/4" = 1'-0"



③ Typical Jr. 1 Bedroom Unit - 467 Gross SF  
SCALE 1/4" = 1'-0"



② Typical 2 Bedroom Unit - 810 Gross SF  
SCALE 1/4" = 1'-0"



ATTACHMENT 9



④ Building 2 - West  
SCALE: 3/32" = 1'-0"



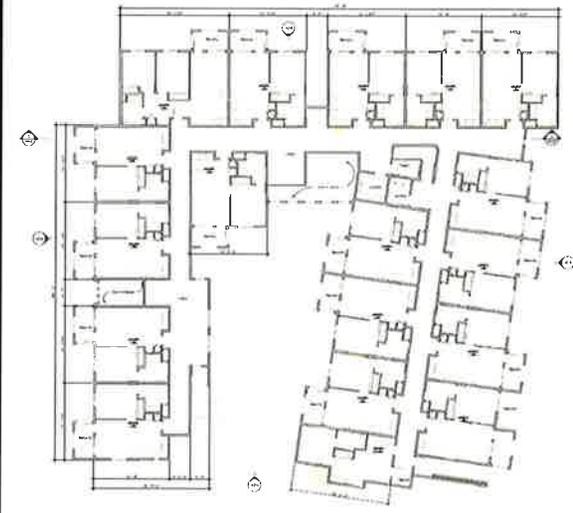
② Building 2 - North  
SCALE: 3/32" = 1'-0"



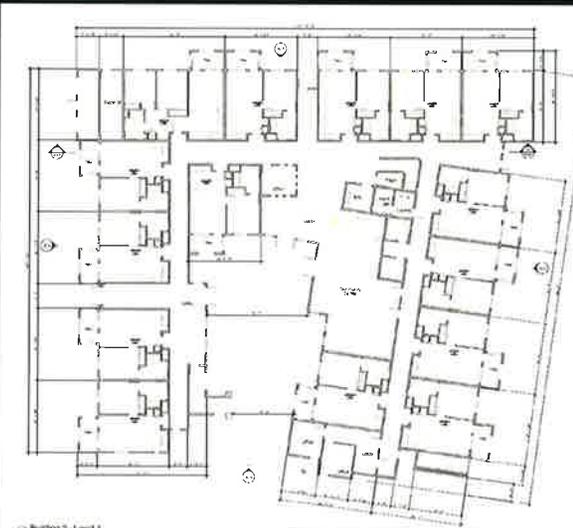
① Building 2 - East  
SCALE: 3/32" = 1'-0"



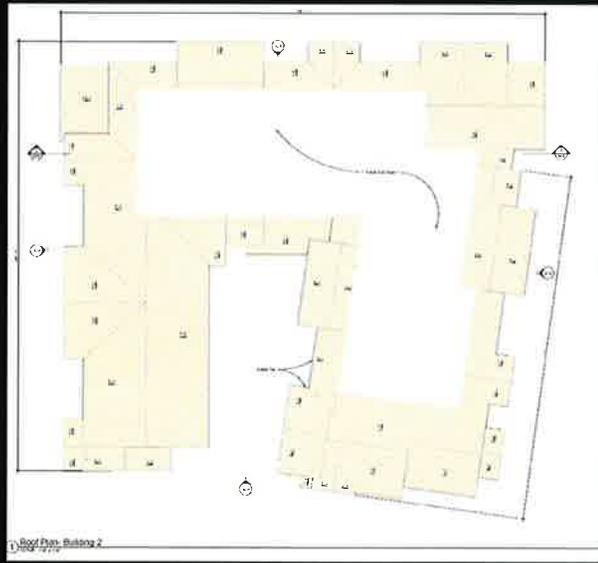
② Building 2 - South  
SCALE: 3/32" = 1'-0"



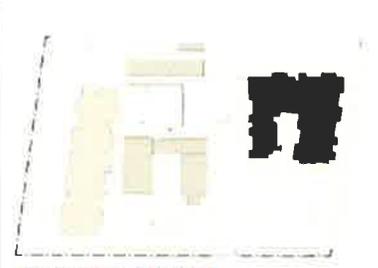
Building 2, Level 2



Building 2, Level 1



Roof Plan, Building 2

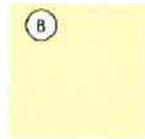


Site Diagram - Building 2

1" = 100'-0"



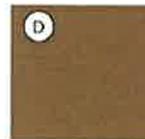
**ROOF**  
 ASPHALT SHINGLE  
 CERTAINTED, LANDMARK  
 SOLARS  
 -EATHER BLEND



**EXTERIOR PLASTER**  
 1620 SAND FINISH  
 EXTERIOR WALLS  
 LA HABRA, SILVERADO



**EXTERIOR PLASTER**  
 1620 SAND FINISH  
 EXTERIOR WALLS  
 LA HABRA, TITANIUM



**BOARD AND BAIT**  
 DUNN EDWARDS  
 PALMADO PONY  
 DE1621 RL#918



**TRIM**  
 DUNN EDWARDS  
 WEATHERED BROWN  
 DE1756 RL#679



**VENEER STONE**  
 ELDERADO STONE  
 CUPERTINO 40CMX20CM



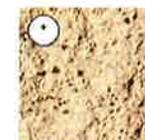
**WINDOWS**  
 MCGARD, TUSCANY  
 SERIES  
 ESPRESSO



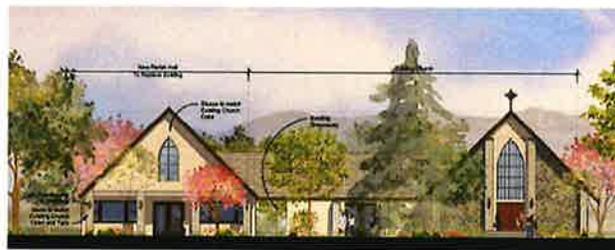
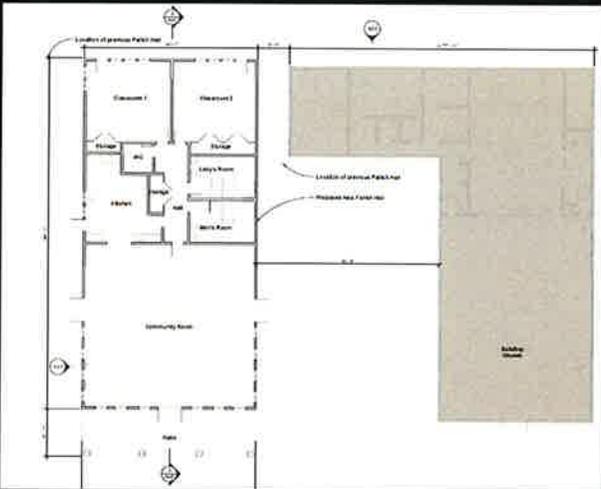
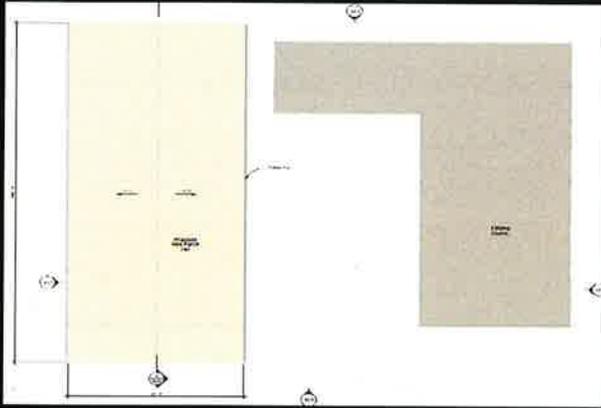
**WINDOWS**  
 AWNINGS  
 DUNN EDWARDS  
 WAIKUS DE1638R



**LIGHT FIXTURES**  
 BLACK POWDER COAT  
 PAINT  
 P1077-3130K9



**TRASH ENCLOSURE**  
 CMU  
 ANGLIS BLOCK  
 NATURAL GRAY SPH  
 FACE  
 \*REFER TO SHEET A6-13



④ Church/ Parish Hall - West  
 SCALE: 3/32" = 1'-0"



① Church/ Parish Hall - North  
 SCALE: 3/32" = 1'-0"



② Church/ Parish Hall - East



③ Church/ Parish Hall - South

---

## **REGIONAL HOUSING NEEDS ASSESSMENT (RHNA)**

- Southern California Association of Governments (SCAG), the Council of Governments (COG) representing six southern California counties responsible for allocating the region's projected new housing demand per jurisdiction or "regional share".
  - Upcoming housing cycle determined to allocate approximately 4,800 residential units to the City of Placentia.
- Santa Angelina Affordable Senior Housing development will assist in offsetting the city's "regional share" of housing units allocated to the City .

---

# **4. CEQA DETERMINATION**

---

## **ENVIRONMENTAL ANALYSIS**

- Initial Study (IS) was prepared by Ultra Systems Environmental, Inc., and peer reviewed by PGN.
- Notice of Intent (NOI) to adopt a Mitigated Negative Declaration was circulated for 20 days between October 1, 2020 through October 20, 2020. No comments were received during this comment period.

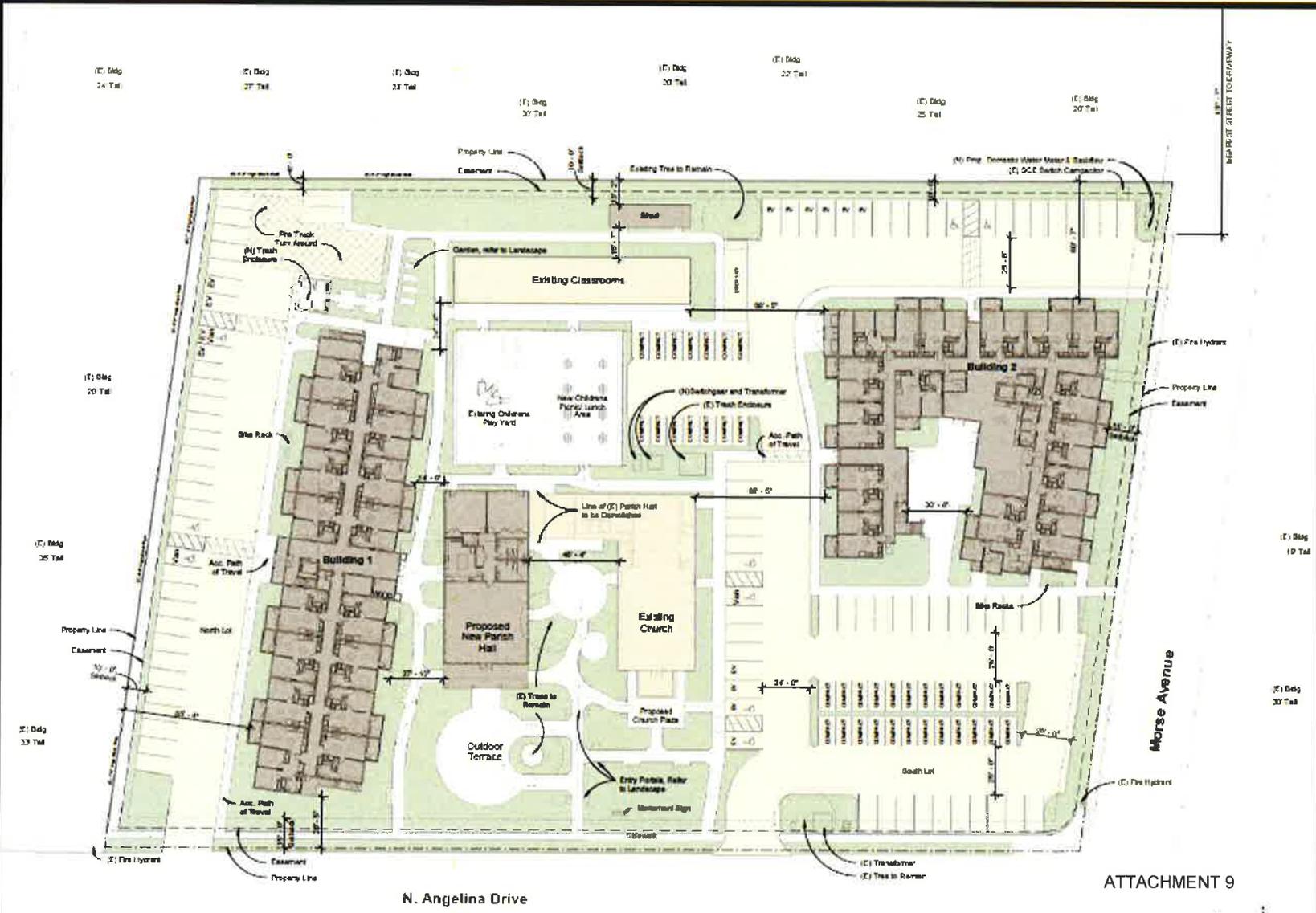
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# **5. PROJECT RECOMMENDATION**

---

## **STAFF RECOMMENDATION**

- Recommend that the City Council adopt Resolution R-2020-72, adopting MND 2020-02 and a Mitigation Monitoring and Reporting Program pursuant to the CEQA set forth in Title 14 CCR § 15074 and the City of Placentia Environmental Guidelines, and approving GPA 2020-01 and DPR 2020-01.
- Waive full reading, by title only, and introduce for first reading Ordinance No. O-2020-09, An Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia from “R-1” (Single Family Residential) to “R-3” (High Density Residential).



N. Angelina Drive

ATTACHMENT 9



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: DECEMBER 1, 2020

SUBJECT: **APPOINTMENTS TO FILL VACANCIES ON VARIOUS CITY COMMISSIONS AND COMMITTEES**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

Currently there are vacancies on four (4) of the City's nine (9) Commissions and Committees. The City has been advertising said vacancies over the past month and to date, the City has received a total of twelve (12) applications. To ensure that these advisory bodies are able to operate effectively and with a full complement of members, Staff recommends City Council consider the actions listed below.

### **RECOMMENDATION:**

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

1. Make the necessary appointments to fill the vacancies listed below:
  - a. Two (2) vacancies on the Heritage Committee
  - b. One (1) vacancy on the Park Arts & Recreation Commission (PARC)
  - c. One (1) vacancy on the Planning Commission
  - d. One (1) vacancy on the Streetscape and Transportation Advisory Commission
  - e. One (1) vacancy on the Veterans Advisory Committee; and
2. Direct Staff to update the City's master Commission and Committee vacancy list and continue the Commission and Committee Application/Recruitment process for any remaining vacancies and present to City Council at a future meeting for consideration of appointments.

### **DISCUSSION:**

On October 22, 2020, the City opened recruitment to fill vacancies on four (4) Commissions and Committees. The deadline to receive applications for the various Commissions and Committees was November 24, 2020. The recruitment efforts announcing the vacancies for the various Commissions and Committees included advertisements on the City website, the City

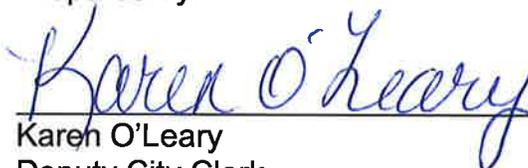
**3. a.**  
**December 1, 2020**

Administrator Weekly, the City's social media accounts, and announcements during City Council meetings.

The City Clerk's Office received a total of twelve (12) applications. Attached is a summary of applicants for consideration of appointment to the current vacancies.

Staff recommends consideration of appointments to the vacancies associated with the various Commissions and Committees and to continue the recruitment process for any vacancies which may not be filled.

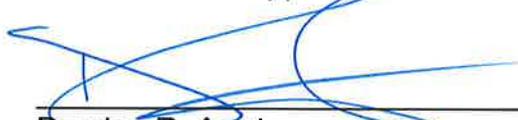
Prepared by:

  
\_\_\_\_\_  
Karen O'Leary  
Deputy City Clerk

Reviewed and approved:

  
\_\_\_\_\_  
Rosanna Ramirez  
Acting Deputy City Administrator

Reviewed and approved:

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

Attachments:

1. Commission and Committee Vacancy/Applicant List
2. Summary of Commissioner and Committee Member Requirements

**COMMISSION AND COMMITTEE  
VACANCY/APPLICANT LIST  
As of 11-24-20**

**Heritage Committee**

**7 Members (May Reduce to 5 Members)**

**Vacancies: Two (2) Non- Expiring Terms**

**New Applicants**

None

**PARC (Parks Arts & Recreation Commission)**

**5 Members**

**Vacancies: One (1) Four-Year Term**

**New Applicants**

James Janosz – Only Choice  
Zinga Evans – Only Choice  
Lilia Queen – Only Choice  
Hank Montelongo – Only Choice  
Brandon Evans – 3<sup>rd</sup> Choice  
Sean Cocca – 3<sup>rd</sup> Choice  
Hailey Featherston (17 Years) – Only Choice

**Planning Commission**

**7 Members**

**Vacancies: One (1) Four-Year Terms**

**New Applicants**

Brandon Evans - 1<sup>st</sup> Choice  
Juan Navarro – 1<sup>st</sup> Choice  
Sean Cocca – 2<sup>nd</sup> Choice  
Thomas Ingalls - 2<sup>nd</sup> Choice

**Streetscape & Transportation Advisory Commission**

**5 Members**

**Vacancies: One (1) Four-Year Term**

**New Applicants**

Robert Gorman – Only Choice (Previous Commissioner)  
Thomas Ingalls – 1<sup>st</sup> Choice  
Sean Cocca – 1<sup>st</sup> Choice  
Brandon Evans - 2<sup>nd</sup> Choice  
Juan Navarro – 2<sup>nd</sup> Choice  
Jodi Stout-Ward – 3<sup>rd</sup> Choice

**Veterans Advisory Committee**

**9 Members**

**Vacancies: One (1) Non-Expiring Terms**

**New Applicant**

Meredith Castillo – Only Choice  
Jodi Stout-Ward – 2<sup>nd</sup> Choice

**COMMISSION AND COMMITTEE  
VACANCY/APPLICANT LIST  
As of 11-24-20**

**Heritage Committee**

**7 Members (May Reduce to 5 Members)  
Vacancies: Two (2) Non- Expiring Terms**

**New Applicants  
None**

**PARC (Parks Arts & Recreation Commission)**

**5 Members  
Vacancies: One (1) Four-Year Term**

**New Applicants  
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Lilia Queen – Only Choice  
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Sean Cocca – 3<sup>rd</sup> Choice  
Hailey Featherston (17 Years) – Only Choice**

**Planning Commission**

**7 Members  
Vacancies: One (1) Four-Year Terms**

**New Applicants  
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Juan Navarro – 1<sup>st</sup> Choice  
Sean Cocca – 2<sup>nd</sup> Choice  
Thomas Ingalls - 2<sup>nd</sup> Choice**

**Streetscape & Transportation Advisory Commission**

**5 Members  
Vacancies: One (1) Four-Year Term**

**New Applicants  
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Thomas Ingalls – 1<sup>st</sup> Choice  
Sean Cocco – 1<sup>st</sup> Choice  
Brandon Evans - 2<sup>nd</sup> Choice  
Juan Navarro – 2<sup>nd</sup> Choice  
Jodi Stout-Ward – 3<sup>rd</sup> Choice**

**Veterans Advisory Committee**

**9 Members  
Vacancies: One (1) Non-Expiring Terms**

**New Applicant  
Meredith Castillo – Only Choice  
Jodi Stout-Ward – 2<sup>nd</sup> Choice**

# **CITY OF PLACENTIA COMMISSION AND COMMITTEE SUMMARY OF MEMBERSHIP REQUIREMENTS\***

## **COMMISSIONS**

### **Planning Commission**

Qualifications: Registered Voters of the City of Placentia, none of whom shall hold any paid office or employment in the City Government.

### **Park Arts and Recreation Commission (PARC)**

Qualifications: Residents of the City who have demonstrated a strong interest and support for the City's parks and its associated programs, or who have a profound interest or experience in the arts and/or culture. The Commission should refrain from promoting the individual artistic accomplishments or cultural contributions of individual Commission Members, except that the Commissioners may perform, exhibit, or share their talents and expertise in order that the citizens of the community not be deprived of the artistic abilities of the Commissioners.

### **Streetscape and Transportation Advisory Commission**

Qualifications: Residents of the City who have a demonstrated interest in or knowledge of traffic safety, transportation issues, or the City's trees.

## **COMMITTEES**

### **Citizens' Oversight Committee**

Qualifications: As long as those bodies exist, two of the members shall come from the Citizens Fiscal Sustainability Task Force and one from the Financial Audit Oversight Committee.

### **Financial Audit Oversight Committee**

Qualifications: The desired goals of the City of Placentia Audit Oversight Committee will best be achieved if at least three (3) members of the Committee possess two or more of the following requirements: Major Requirements: Bachelor's Degree from an accredited college-level institution with emphasis in accounting. A master's degree in business administration would strengthen the Member's contribution to the Committee; Certified Public Accountant; Certified Internal Auditor; Experience in governmental accounting; Accounting/Audit experience: (preferably) internal auditing experience with a governmental entity and/or general accounting/auditing experience with a governmental entity. Minor Requirements: (desirable but not essential): Ability to read, understand and interpret financial statements; understanding of investment strategies.

### **Heritage Committee**

Qualifications: Resident of Placentia.

### **Historical Committee**

Qualifications: Committee members typically are familiar with historic preservation principles and practices and have gained knowledge of Placentia history from long-term residence and/or study and research.

### **Senior Advisory Committee**

Qualifications: Two (2) members shall be representatives from the Placentia Senior Center and five (5) at-large seniors (55+).

### **Veterans Advisory Committee**

Qualifications: Resident of Placentia.

\*Members of Boards, Commissions, and Committees shall be residents of the City. (City Charter Section 902)



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF FINANCE  
DATE: DECEMBER 1, 2020  
SUBJECT: **FOURTH QUARTER FISCAL YEAR 2019-20 TREASURER'S REPORT**  
FISCAL  
IMPACT: NONE

### **SUMMARY:**

The Finance Department has prepared a Treasurer's Report and a comparable Cash and Investment Summary for the fourth quarter of Fiscal Year (FY) 2019-20. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

### **RECOMMENDATION:**

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

Receive and file the fourth quarter Fiscal Year 2019-20 Treasurer's Report.

### **DISCUSSION:**

Government Code § 53646 states that the Treasurer or Finance Director of the City may render a report on investments at least quarterly to the legislative body.

The attached Treasurer's Report reflects the City's investment portfolio for the fourth quarter FY 2019-20. The City Treasurer has reviewed and signed the attached report.

Prepared by:

Gavin Houn  
Sr. Financial Analyst

Reviewed and approved:

Jessica Brown  
Director of Finance

**3. b.**  
**December 1, 2020**

Reviewed and approved:



---

Damien R. Arrula  
City Administrator

Attachment:

Fourth Quarter FY 2019-20 Treasurer's Report and Cash and Investment Summary

# City of Placentia

## CITY TREASURER'S REPORT

---

June 2020  
(Unaudited)

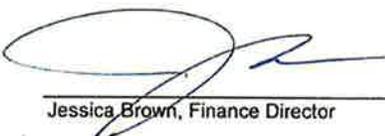
**FISCAL YEAR 2019-2020**



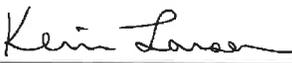
**CITY OF PLACENTIA TREASURER'S REPORT**  
**CASH AND INVESTMENT DETAIL - CITY**  
 As of June 30, 2020



| HELD BY CITY                                                               |                              |               |               |               |                         |                         |
|----------------------------------------------------------------------------|------------------------------|---------------|---------------|---------------|-------------------------|-------------------------|
| Agency                                                                     | Investment Description       | Current Yield | Purchase Date | Maturity Date | Purchase Price          | Market Value            |
| <b>CASH:</b>                                                               |                              |               |               |               |                         |                         |
| Bank of America - General Checking                                         | Account No. XXXXXX-0221      | N/A           | N/A           | On Demand     | \$ 35,250.59            | \$ 35,250.59            |
| Bank of America - Workers' Comp                                            | Account No. XXXXXX-0525      | N/A           | N/A           | On Demand     | \$ 24,266.30            | \$ 24,266.30            |
| Bank of America - Healthcare                                               | Account No. XXXXXX-0513      | N/A           | N/A           | On Demand     | \$ 2,184.84             | \$ 2,184.84             |
| Banc of California - Successor Agency                                      | Account No. XXX-XXX-2728     | N/A           | N/A           | On Demand     | \$ 697,585.20           | \$ 697,585.20           |
| Banc of California - General Checking                                      | Account No. XXX-XXX-2660     | N/A           | N/A           | On Demand     | \$ 4,862,125.21         | \$ 4,862,125.21         |
| Multi-Bank Securities Cash Account                                         | Cash / Bank Deposits         | N/A           | N/A           | On Demand     | \$ -                    | \$ -                    |
| <b>Total Cash</b>                                                          |                              |               |               |               | <b>\$ 5,621,412.14</b>  | <b>\$ 5,621,412.14</b>  |
| <b>INVESTMENTS:</b>                                                        |                              |               |               |               |                         |                         |
| Local Agency Investment Fund                                               | City Account No. XX-XX-XXX   | 1.79%         | N/A           | On Demand     | \$ 12,504,267.92        | \$ 12,504,267.92        |
| Multi-Bank Securities Morgan Stanley                                       | Certificate of Deposit       | 2.47%         | 2/1/2018      | 2/1/2021      | \$ 245,000.00           | \$ 248,420.20           |
| Multi-Bank Securities Goldman Sachs                                        | Certificate of Deposit       | 1.98%         | 2/3/2016      | 2/3/2021      | \$ 245,000.00           | \$ 247,724.40           |
| <b>Total Investments</b>                                                   |                              |               |               |               | <b>\$ 12,994,267.92</b> | <b>\$ 13,000,412.52</b> |
| <b>TOTAL CASH &amp; INVESTMENTS HELD BY CITY</b>                           |                              |               |               |               | <b>\$ 18,615,680.06</b> | <b>\$ 18,621,824.66</b> |
| HELD BY FISCAL AGENT                                                       |                              |               |               |               |                         |                         |
| Agency                                                                     | Investment Description       | Current Yield | Purchase Date | Maturity Date | Purchase Price          | Market Value            |
| <b>2011 Gas Tax Certificates of Participation</b>                          |                              |               |               |               |                         |                         |
| Wells Fargo                                                                | Wells Fargo Money Market     | 0.03%         | N/A           | N/A           | \$ 486,965.79           | \$ 486,965.79           |
| <b>2013 Tax Allocation Refunding Bond</b>                                  |                              |               |               |               |                         |                         |
| US Bank                                                                    | First American Treasury Fund | 0.01%         | N/A           | N/A           | \$ 600,993.38           | \$ 600,993.38           |
| <b>2003 Certificate of Participation</b>                                   |                              |               |               |               |                         |                         |
| US Bank                                                                    | US Bank Money Market         | 0.03%         | N/A           | N/A           | \$ 555,257.98           | \$ 555,257.98           |
| <b>TOTAL INVESTMENTS HELD BY FISCAL AGENT</b>                              |                              |               |               |               | <b>\$ 1,643,217.15</b>  | <b>\$ 1,643,217.15</b>  |
| <b>Cash &amp; Investments Held by City and Fiscal Agent - Market Value</b> |                              |               |               |               |                         | <b>\$ 20,265,041.81</b> |

Submitted By:   
 Jessica Brown, Finance Director

10/29/20  
 Date

Approved By:   
 Kevin A. Larson, City Treasurer

11/3/2020  
 Date

**CITY OF PLACENTIA  
BANK RECONCILIATION  
June 30, 2020**

| RPT FUND NO. | Data FUND NO. | FUND                            | G/L BALANCE June 30, 2020 | END BALANCE PER BANK                    | TOTAL         |
|--------------|---------------|---------------------------------|---------------------------|-----------------------------------------|---------------|
| 101          | 10            | General Fund (0010)             | 5,704,867.96              | Bank of America Checking/CITY 0221      | 35,250.59     |
| 105          | 11            | Pooled Cash                     | 4.00                      | Bank of America Checking/CITY 0525      | 24,266.30     |
| 114          | 14            | Cash Basis Fund                 | -                         | Bank of America Checking/CITY 0513      | 2,184.84      |
| 116          | 59            | Rehab Reimbursements Fd (0059)  | 0.35                      | Bank of California Checking/CITY 2660   | 4,862,125.21  |
| 117          | 79            | Measure U Fund (0079)           | 1,933,081.07              | Bank of California Checking/CITY 2677   | -             |
| 118          | 81            | COVID Relieft Fund (0081)       | -                         | Bank of California Checking/CITY 2694   | -             |
| 201          | 16            | Utility User Tax (0016)         | 222,682.26                | Bank of California Checking/CITY 2711   | -             |
| 205          | 17            | State Gas Tax (0017)            | (140,441.72)              | Bank of California Checking/SA 2728     | 697,585.20    |
| 206          | 52            | Gas Tax Bond Fund (0052)        | 8,350.27                  | Bank of California Checking/CITY 2745   | -             |
| 207          | 53            | Housing Successor Agency (0053) | 334,917.39                | Local Agency Investment Fund            | 12,504,267.92 |
| 208          | 54            | Sccssr Agency Ret Oblg (0054)   | 773,820.87                | Certificates of Deposit                 | 496,144.60    |
| 209          | 60            | State Gas Tax - RMRA (0060)     | 683,215.05                | Less: Unrecorded Gain                   | (6,144.60)    |
| 210          | 18            | Measure M (0018)                | 645,666.28                | Less: A/P O/S Checks                    | (723,802.44)  |
| 211          | 58            | PEG Fund (0058)                 | (26,021.47)               | Less: Payroll O/S Checks                | (11,994.55)   |
| 215          | 19            | Air Quality Management (0019)   | 117,936.06                | Less: EP O/S Checks                     | (89,415.75)   |
| 224          | 73            | Asset Seiz 15% Training (0073)  | (1,349.74)                | Less: Worker's Comp O/S Checks          | (7,560.02)    |
| 225          | 21            | Asset Seizure (0021)            | 534,001.33                | Less: Bank Deposits in Transit          | 275,652.15    |
| 226          | 51            | Traffic Offender Fund (0051)    | 4,456.56                  | Transfer from 2660 to 2694 (in transit) | (63.70)       |
| 227          | 76            | Explorer Grant NOC (0076)       | 16,384.22                 | Transfer from 2660 to 2677 (in transit) | (370.70)      |
| 228          | 61            | NOC-Public Safety Grant(0061)   | 67,865.94                 |                                         |               |
| 229          | 62            | Comm Trans Hous Grant (0062)    | 191,613.19                |                                         | 18,058,125.05 |
| 230          | 22            | Suppl Law Enfrcmnt (0022)       | 92,745.01                 |                                         |               |
| 231          | 78            | Placentia Reg Nav Cent(0078)    | 86,866.75                 |                                         |               |
| 233          | 74            | Gen Plan Update Fees (0074)     | 269,584.26                |                                         |               |
| 234          | 75            | Technology Impact Fees (0075)   | 170,636.60                |                                         |               |
| 235          | 23            | Park Development (0023)         | 19,696.65                 |                                         |               |
| 236          | 63            | Parks & Rec Impact Fees (0063)  | 537,326.78                |                                         |               |
| 238          | 65            | City Traffic Impct Fees (0065)  | 4,576.53                  |                                         |               |
| 239          | 66            | CW Stormdr Impact Fee (0066)    | 326.00                    |                                         |               |
| 240          | 24            | Sewer Construction (0024)       | 21,485.93                 |                                         |               |
| 241          | 57            | Public Safety Mitlgat (0057)    | (34,129.59)               |                                         |               |
| 242          | 67            | City Pub Sfty Impct Fee (0067)  | 35,262.52                 |                                         |               |
| 243          | 69            | City Quimby In Lieu Fee (0069)  | 505,130.17                |                                         |               |
| 245          | 25            | Storm Drain Constrction (0025)  | 23,960.45                 |                                         |               |
| 246          | 70            | TOD Traffic Impact Fees (0070)  | 221,185.28                |                                         |               |
| 247          | 71            | TOD Sewer Impact Fees (0071)    | 34,699.54                 |                                         |               |
| 248          | 72            | TOD Strscape Impct Fee (0072)   | 468,657.38                |                                         |               |
| 250          | 26            | Thoroughfare Constclion (0026)  | 25,104.80                 |                                         |               |
| 255          | 27            | Underground Utilities (0027)    | (737.06)                  |                                         |               |
| 260          | 28            | Street Lighting Distrct (0028)  | 21,255.04                 |                                         |               |
| 261          | 55            | Public Safety CFD (0055)        | 25,355.80                 |                                         |               |
| 265          | 29            | Landscape Maintenance (0029)    | 23,867.71                 |                                         |               |
| 270          | 30            | CDBG Fund (0030)                | (301,304.10)              |                                         |               |
| 275          | 48            | Sewer Maintenance (0048)        | 631,999.68                |                                         |               |
| 280          | 50            | Misc Grants Fund (0050)         | 86,637.10                 |                                         |               |
| 281          | 77            | OCATT Fund (0077)               | (82.68)                   |                                         |               |
| 401          | 33            | City Capital Projects (0033)    | (631,177.05)              |                                         |               |
| 405          | 34            | Afford Housing In-Lieu (0034)   | 54,158.27                 |                                         |               |
| 425          | 49            | Orangethorpe Corridor (0049)    | 168.00                    |                                         |               |
| 501          | 37            | Refuse Administration (0037)    | 431,105.17                |                                         |               |
| 505          | 38            | CNG Fueling Station (0038)      | -                         |                                         |               |
| 601          | 39            | Employee Health & Wlfre (0039)  | 244,655.90                |                                         |               |
| 605          | 40            | Risk Management (0040)          | 2,551,660.43              |                                         |               |
| 610          | 41            | Equipment Replacement (0041)    | 87,996.96                 |                                         |               |
| 701          | 44            | Special Deposits (0044)         | 1,130,429.85              |                                         |               |
| 705          | 45            | HCD Rehabilitation Loans (0045) | 290.47                    |                                         |               |
| 715          | 47            | Community Fac District (0047)   | 47,680.63                 |                                         |               |
|              |               | Pending Journal Entries         | -                         |                                         |               |
|              |               | Timing Differences              | -                         |                                         |               |
|              |               |                                 | \$ 18,058,125.05          |                                         |               |
|              |               | Difference between GL & Bank    | \$ -                      |                                         |               |

PREPARED BY: gh  
DATE: 9/29/20

APPROVED BY: mlg  
DATE: 9/29/20

City of Placentia  
Changes in Cash Balances  
For the Month of June 2020

| RPT                             | Data |                                  | CASH BALANCE         |                     |                       | POSTED           | BITECH CASH          | PENDING          | ADJ CASH             |
|---------------------------------|------|----------------------------------|----------------------|---------------------|-----------------------|------------------|----------------------|------------------|----------------------|
| FUND                            | FUND | FUND                             | 5/31/2020            | RECEIPTS            | DISBURSEMENTS         | JOURNAL ENTRIES* | 6/30/2020            | JOURNAL ENTRIES* | BALANCE              |
|                                 |      |                                  |                      |                     |                       |                  |                      |                  | 6/30/2020            |
| 101                             | 10   | GENERAL FUND                     | 7,476,474.64         | 1,166,607.02        | (4,178,280.06)        | 1,238,066.36     | 5,704,867.96         | 11.00            | 5,704,878.96         |
| 105                             | 11   | POOLED CASH                      | 4.00                 | -                   | -                     | -                | 4.00                 | -                | 4.00                 |
| 114                             | 14   | CASH BASIS FUND                  | -                    | -                   | -                     | -                | -                    | -                | -                    |
| 201                             | 16   | UTILITY TAX FUND                 | 222,682.26           | -                   | -                     | -                | 222,682.26           | -                | 222,682.26           |
| 205                             | 17   | GAS TAX FUND                     | (77,732.82)          | 118,304.39          | (25,788.29)           | (155,225.00)     | (140,441.72)         | -                | (140,441.72)         |
| 210                             | 18   | MEASURE "M" FUND                 | 834,106.05           | -                   | (188,439.77)          | -                | 645,666.28           | -                | 645,666.28           |
| 215                             | 19   | AIR QUALITY FUND                 | 122,154.36           | -                   | -                     | (4,218.30)       | 117,936.06           | -                | 117,936.06           |
| 225                             | 21   | ASSET SEIZURE FUND               | 534,746.33           | -                   | (745.00)              | -                | 534,001.33           | (73.13)          | 533,928.20           |
| 230                             | 22   | COPS/SUPPL LAW ENFORCE. FUND     | 117,312.08           | 432.93              | -                     | (25,000.00)      | 92,745.01            | -                | 92,745.01            |
| 235                             | 23   | PARK DEVELOPMENT FUND            | 19,696.65            | -                   | -                     | -                | 19,696.65            | -                | 19,696.65            |
| 240                             | 24   | SEWER CONSTRUCTION FUND          | 21,485.93            | -                   | -                     | -                | 21,485.93            | -                | 21,485.93            |
| 245                             | 25   | STORM DRAIN CONSTRUCTION FUND    | 23,960.45            | -                   | -                     | -                | 23,960.45            | -                | 23,960.45            |
| 250                             | 26   | THOROUGHFARE CONST. FUND         | 25,104.80            | -                   | -                     | -                | 25,104.80            | -                | 25,104.80            |
| 255                             | 27   | UNDERGROUND UTILITIES            | (737.06)             | -                   | -                     | -                | (737.06)             | -                | (737.06)             |
| 260                             | 28   | PLACENTIA LIGHTING DISTRICT FUND | (10,387.93)          | 145.37              | (36,077.40)           | 67,575.00        | 21,255.04            | -                | 21,255.04            |
| 265                             | 29   | LANDSCAPE MAINT. DISTRICT        | 60,145.49            | 292.35              | (36,841.78)           | 71.65            | 23,867.71            | -                | 23,867.71            |
| 270                             | 30   | HOUSING & COMMUNITY DEVELOP.     | (71,329.10)          | -                   | (214,025.00)          | (15,950.00)      | (301,304.10)         | -                | (301,304.10)         |
| 401                             | 33   | CAPITAL PROJECTS FUND            | (503,041.70)         | -                   | (28,135.35)           | -                | (531,177.05)         | -                | (531,177.05)         |
| 405                             | 34   | IN-LIEU LOW/MOD HOUSING FUND     | 54,158.27            | -                   | -                     | -                | 54,158.27            | -                | 54,158.27            |
| 501                             | 37   | REFUSE FUND                      | 919,203.80           | 21,337.34           | (509,518.22)          | 82.25            | 431,105.17           | -                | 431,105.17           |
| 505                             | 38   | CNG FUELING STATION FUND         | -                    | -                   | -                     | -                | -                    | -                | -                    |
| 601                             | 39   | HEALTH & WELFARE INS. FUND       | 55,629.71            | 254.58              | (100,278.39)          | 289,050.00       | 244,655.90           | -                | 244,655.90           |
| 605                             | 40   | RISK MANAGEMENT FUND             | 2,437,622.23         | 30,496.29           | (31,013.09)           | 114,555.00       | 2,551,660.43         | -                | 2,551,660.43         |
| 610                             | 41   | EQUIPMENT REPLACEMENT FUND       | 39,218.66            | 48,778.30           | -                     | -                | 87,996.96            | -                | 87,996.96            |
| 701                             | 44   | SPECIAL DEPOSITS                 | 1,132,018.57         | 19,957.01           | (21,330.38)           | (215.35)         | 1,130,429.85         | (11.00)          | 1,130,418.85         |
| 715                             | 47   | COMMUNITY FAC. DISTRICT FUND     | 47,680.63            | -                   | -                     | -                | 47,680.63            | -                | 47,680.63            |
| 705                             | 45   | HCD REHABILITATION LOANS         | -                    | -                   | -                     | 290.47           | 290.47               | -                | 290.47               |
| 275                             | 48   | SEWER MAINTENANCE FUND           | 760,783.98           | 2,700.74            | (84,094.62)           | (47,390.42)      | 631,999.68           | -                | 631,999.68           |
| 425                             | 49   | ORANGETHORPE CORRIDOR            | 168.00               | -                   | -                     | -                | 168.00               | -                | 168.00               |
| 280                             | 50   | MISC. GRANTS FUND                | 92,234.45            | 8,403.96            | (14,001.31)           | -                | 86,637.10            | -                | 86,637.10            |
| 226                             | 51   | TRAFFIC OFFENDER FUND            | 4,456.56             | -                   | -                     | -                | 4,456.56             | -                | 4,456.56             |
| 206                             | 52   | GAS TAX BOND FUND                | 8,350.27             | -                   | -                     | -                | 8,350.27             | -                | 8,350.27             |
| 207                             | 53   | HOUSING AGENCY FUND              | 274,384.05           | 60,533.34           | -                     | -                | 334,917.39           | -                | 334,917.39           |
| 208                             | 54   | SUCCESSOR AGENCY FUND            | 789,687.22           | -                   | (11,204.75)           | (4,661.60)       | 773,820.87           | -                | 773,820.87           |
| 261                             | 55   | PUBLIC SAFETY CFD 2014-01 FUND   | 25,365.70            | (9.90)              | -                     | -                | 25,355.80            | -                | 25,355.80            |
| 241                             | 57   | PUBLIC SAFETY MITIGATION FUND    | (34,129.59)          | -                   | -                     | -                | (34,129.59)          | -                | (34,129.59)          |
| 211                             | 58   | PEG FUND                         | (11,591.47)          | -                   | (14,430.00)           | -                | (28,021.47)          | -                | (28,021.47)          |
| 116                             | 59   | REHAB REIMBURSEMENTS FUND        | 0.35                 | -                   | -                     | -                | 0.35                 | -                | 0.35                 |
| 209                             | 60   | GAS TAX - RMRA FUND              | 693,716.07           | 71,161.89           | (81,862.91)           | -                | 683,215.05           | -                | 683,215.05           |
| 228                             | 61   | NOC-PUBLIC SAFETY GRANT FUND     | 90,484.55            | -                   | (23,145.80)           | 527.19           | 67,865.94            | -                | 67,865.94            |
| 229                             | 62   | COMM. BASED TRANS. GRANT FUND    | 267,581.77           | -                   | (76,068.58)           | 100.00           | 191,613.19           | -                | 191,613.19           |
| 236                             | 63   | PARKS & RECREATION IMPACT FEES   | 537,326.78           | -                   | -                     | -                | 537,326.78           | -                | 537,326.78           |
| 238                             | 65   | CITY TRAFFIC IMPACT FEES FUND    | 4,576.53             | -                   | -                     | -                | 4,576.53             | -                | 4,576.53             |
| 239                             | 66   | CW STORMDRAIN IMPACT FEE         | 326.00               | -                   | -                     | -                | 326.00               | -                | 326.00               |
| 242                             | 67   | CITY PUB. SAFETY IMPACT FEE FUND | 35,262.52            | -                   | -                     | -                | 35,262.52            | -                | 35,262.52            |
| 243                             | 69   | CITY QUIMBY IN LIEU FEE          | 505,130.17           | -                   | -                     | -                | 505,130.17           | -                | 505,130.17           |
| 246                             | 70   | TOD TRAFFIC IMPACT FEES          | 221,185.28           | -                   | -                     | -                | 221,185.28           | -                | 221,185.28           |
| 247                             | 71   | TOD SEWER IMPACT FEES FUND       | 39,603.75            | -                   | (4,904.21)            | -                | 34,699.54            | -                | 34,699.54            |
| 248                             | 72   | TOD STREETScape IMPACT FEE       | 468,657.38           | -                   | -                     | -                | 468,657.38           | -                | 468,657.38           |
| 224                             | 73   | ASSET SEIZURE 15% TRAINING       | (1,349.74)           | -                   | -                     | -                | (1,349.74)           | 73.13            | (1,276.61)           |
| 233                             | 74   | GENERAL PLAN UPDATES             | 262,960.11           | 6,524.15            | -                     | -                | 269,584.26           | -                | 269,584.26           |
| 234                             | 75   | TECHNOLOGY IMPACT FEES           | 175,901.35           | 3,485.25            | -                     | (8,750.00)       | 170,636.60           | -                | 170,636.60           |
| 227                             | 76   | EXPLORER GRANT NOC FUND          | 16,818.08            | -                   | (438.92)              | 5.08             | 16,384.22            | -                | 16,384.22            |
| 281                             | 77   | OCATT FUND                       | (75.79)              | -                   | (6.89)                | -                | (82.68)              | -                | (82.68)              |
| 231                             | 78   | PLACENTIA REG NAV CENTER         | 104,585.21           | -                   | (17,427.99)           | (290.47)         | 86,866.75            | -                | 86,866.75            |
| 117                             | 79   | MEASURE U                        | 2,610,796.18         | 462,055.73          | (237,984.84)          | (901,786.00)     | 1,933,081.07         | -                | 1,933,081.07         |
| 118                             | 81   | COVID-19 RELIEF FUNDS            | -                    | 454,336.27          | -                     | (454,336.27)     | -                    | -                | -                    |
| <b>TOTAL PER GENERAL LEDGER</b> |      |                                  | <b>21,423,372.02</b> | <b>2,475,897.01</b> | <b>(5,933,643.55)</b> | <b>92,499.57</b> | <b>18,058,125.05</b> | <b>-</b>         | <b>18,058,125.05</b> |

\*Journal entries may include interest income, budgeted transfers between funds, and expenses such as E-V Spark payments and bank fees



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: ACTING DEPUTY CITY ADMINISTRATOR  
DATE: DECEMBER 1, 2020  
SUBJECT: **FINANCE AND CONSTRUCTION OF NEW PUBLIC SAFETY FACILITY**

FISCAL  
IMPACT: EXPENDITURE: \$8.4 to \$9.7 MILLION CONSTRUCTION & FINANCING COSTS DEPENDING ON FACILITY OPTION SELECTED  
REVENUE: LEASE REVENUE BONDS TO FUND PROJECT COSTS  
BASE PROJECT SAVINGS \$2,803,740 OVER 30 YEARS  
ALTERNATIVE 1 SAVINGS \$1,931,223 OVER 30 YEARS

### **SUMMARY:**

The City currently leases a 30,000 square foot (SF) facility that houses evidence and property collected by the Placentia Police Department. The facility is in fair to poor condition, was recently flooded due to heavy rains, and needs new evidence refrigeration units and renovations which would be made at the City's expense. Lease and energy costs range from \$177,403 in Fiscal Year (FY) 2020-21 to \$372,000 in FY 2050-51.

In addition, the current lease rates paid by the City are considered below market and if the City were required to find a new facility to lease it could expect to pay significantly more each year in lease payments. Should the current lease not be renewed and given that industrial property vacancy rates are at an all-time low within the city, the City may have a difficult time locating a suitable vacant facility which can be secured and retrofitted. Staff have identified options that would include construction of a 16,000 SF to 19,000 SF public safety facility on City-owned property.

The facility will house property and evidence, an indoor shooting range, and the City's Public Safety Communications Center. If approved, the facility will be financed via the issuance of Lease Revenue Bonds over 30 years with the savings in annual lease and electricity payments used to offset most of the annual debt service for the new facility. Given the City's recent positive experience in its pension refinancing coupled with historically low rates, Staff is recommending that the City Council consider financing the project now as opposed to in the fall (when the construction documents would be completed).

**3. c.**  
**December 1, 2020**

**RECOMMENDATIONS:**

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

1. Receive the Public Safety Facility Briefing presentation; and
2. Provide direction to Staff on which Facility Option to pursue; and
3. Based upon the option selected, direct Staff to return to the City Council with all necessary architectural and engineering contracts to design the Council selected project; and
4. Direct Staff to assemble a Bond Financing Team to structure Lease Revenue Bonds to finance the cost of the Council selected project; and
5. Direct Staff to return to the City Council with bond documents to authorize the bond sale.

**DISCUSSION:**

The City's existing leased property and evidence storage facility is in need of costly renovations. The City leases the facility with annual lease and energy costs totaling \$177,403 for FY 2020-21. The lease includes an annual escalator of 2.5%. As a result, lease payments will increase annually to an annual payment of \$372,000 in FY50. During that period, lease and energy costs would total nearly \$8 million. In the meantime, the leased facility has limited uses (storage) and the significant costs of needed renovations would be borne by the City. Much of the evidence collected by the Placentia Police Department housed in this facility is stored for extended periods of time. In addition, evidence collected in homicide cases must be permanently stored by the City, even long after the related cases have been adjudicated. Staff identified two potential options for the construction of a multi-purpose Public Safety Facility that would not only house evidence and property collected and stored by the Police Department, but a new 911 Public Safety Communications Center, an indoor subterranean shooting range, and storage for City operating departments.

In addition, the current lease rates paid by the City are considered below market and if the City were required to find a new facility to lease it could expect to pay significantly more each year in lease payments. Should the current lease not be renewed and given that industrial property vacancy rates are at an all-time low within the city, the City may have a difficult time locating a suitable vacant facility which can be secured and retrofitted. Staff have identified options that would include construction of a 16,000 SF to 19,000 SF public safety facility on City-owned property. The facility will house property and evidence, an indoor shooting range, and the City's Public Safety Communications Center.

If approved, the facility will be financed via the issuance of Lease Revenue Bonds over 30 years with the savings in annual lease and electricity payments used to offset most of the annual debt service for the new facility. Given the City's recent positive experience in its pension refinancing coupled with historically low rates, Staff is recommending that the City Council consider financing the project now as opposed to in the fall (when the construction documents would be completed).

There are two project options for City Council consideration. Both of these options as well as a private option were considered at the October 20, 2020 City Council meeting. At that meeting, the private option for consideration was remitted to the City Council Housing, Community Development Ad-Hoc Committee for review. In addition, additional information was requested by the Council on the shooting range, floor plan, and transition of communications center equipment.

### **Base Project – (16,000SF)**

The City can finance the construction of a 16,000 SF facility that, through efficient architectural design, mechanical engineering, and space management, could provide for multiple public safety operational needs. The proposed facility will provide a 7,454 SF ground floor footprint, a 4,270 SF second floor mezzanine, and a 4,360 SF subterranean indoor shooting range. Other facility features include:

- 5,564 SF for property & evidence storage (ground floor)
- 1,512 SF for offices, restrooms, booking room, break room, conference room (ground floor)
- 4,270 SF for 911 Public Safety Communications Center, offices, break room, restrooms, conference/training room (second story)
- 4,360 SF subterranean 3 lane shooting range
- Solar panels and battery storage systems to help power the facility, reduce long-term energy costs, and provide redundant systems for this critical public safety facility

The estimated costs to design and construct the public safety facility are as follows:

- \$4,498,750 Construction (includes 25% contingency)
- \$ 350,000 Architectural & Engineering design
- \$ 195,000 Construction management and inspection
- \$5,043,750 Total facility cost

When factoring in financing costs, the total construction and financing cost for the Base Project is approximately \$8.4 million. Please note that total costs could vary depending upon the final building design and configuration.

### **Alternative 1 - Base Project Plus Full Second Story Floor (19,000SF)**

Staff identified and evaluated an alternative to the Base 16,000 SF facility. Alternative 1 would add an additional 3,000 SF to the project by constructing a full 7,454 SF second floor which would provide for additional storage and office and conference room space, bringing the total building square footage to approximately 19,000 SF. Alternative 1 would increase the total cost of the facility by an additional \$800,000 for a total construction cost of \$5,843,750. When factoring in financing costs, the total construction and financing cost for the Alternative 1 Project is approximately \$9.7 million or \$1.3 million more than the Base Project. Please note that total costs could vary depending upon the final building design and configuration.

**FISCAL IMPACT:**

The City leases the current police and evidence facility with annual lease and energy costs totaling \$177,403 for FY 2020-21. The lease includes an annual escalator of 2.5%. As a result, lease payments will increase annually to an annual lease and electricity payment of \$372,000 in FY50. During that period, lease and energy costs would total nearly \$8 million. The costs to construct and finance the various project options are noted below:

**Base Project:** \$5,043,750 construction cost; \$5,505,000 bond par amount; \$8,405,163 in total construction and financing costs; \$290,000 annual bond payments. Construction of this facility would save \$2,803,740 over the initial 30-year term of the bond payments. A larger, ongoing amount of savings will be derived after completion of the debt service payments.

**Alternative 1:** \$5,843,750 cost; \$6,355,000 bond par amount; \$9,708,713 in total construction and financing costs; \$335,000 annual bond payments. Construction of this facility would save \$1,931,223 over the initial 30-year term of the bond payments. A larger, ongoing amount of savings will be derived after completion of the debt service payments.

Depending on the facility option selected, bond payments would be partially offset by lease and energy savings from terminating the lease on the current storage facility. In addition, a 25% contingency has been added to the project cost estimates because of the various unknowns at this time since the final engineering process has yet to begin. This amount is higher than what is typically budgeted for contingencies; however, given the potential for increases in interest rates or construction costs or a combination of the two will impact the final annual debt service payment incurred by the City. Accordingly, this contingency amount represents a worst-case scenario and construction cost estimates will be continually refined during the planning and design phases of the project to ensure the project is delivered within the approved budget.

Staff and the City's financial consultants recommend that the City finance the public safety facility via the issuance of tax-exempt Lease Revenue Bonds (LRBs). LRBs are a common and widely accepted structure for financing public projects in California. As tonight's presentation explains, LRBs utilize a lease/lease-back structure of certain City assets. Bond payments would be largely offset by the reduced savings from either the elimination and/or substantial reduction in lease and energy payments on the current storage facility.

Prepared by:



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Luis Estevez  
Acting Deputy City Administrator

Reviewed and approved:



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Jessica Brown  
Director of Finance

Reviewed and Approved:

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

**Attachment:**

**Presentation: Public Safety Facility Financing Briefing**



**PLACENTIA**  
Rich Heritage, Bright Future

# **Public Safety Facility Financing & Construction December 1, 2020**



# Public Safety Facility Project Goals

- City owns, not rents, a critical facility that houses critical operations and services the City is required to provide in perpetuity
- Facility is not subject to rent increases or potentially sold requiring the City to vacate the facility
- Provides long-term General Fund cost savings; pro forma extends beyond 30 years as this is a permanent facility the City will operate in perpetuity
- Constructs a high quality and professional facility to provide critical public safety services
- Provides new off-site storage capacity for City departments to utilize freeing up office/conference room space at City Hall and the police station.
- Creates off-site classroom/training space for City departments as well as joint training space opportunities with other agencies
- Shooting range reduces police department overtime & range costs



# Background

- City currently leases 30,000 SF facility to house evidence and property collected by the Placentia Police Department
- Facility is in overall fair to poor condition, was flooded two years ago due to heavy rains and requires extensive renovation and new evidence refrigeration units
- Lease and electricity costs range from \$177,403 in FY21 to a \$372,000 General Fund obligation in FY 2050-51
- Existing Lease & Electricity costs as presented have an annual escalator of 2.5%; Current lease rate is not market rate
- City currently pays \$7,500 annually for use of shooting range plus \$15,000 in associated overtime





# Existing and Future Costs

| Fiscal Year | Lease & Electricity Payments |
|-------------|------------------------------|
| 2021        | \$177,403                    |
| 2022        | 181,838                      |
| 2023        | 186,384                      |
| 2024        | 191,044                      |
| 2025        | 195,820                      |
| 2026        | 200,715                      |
| 2027        | 205,733                      |
| 2028        | 210,876                      |
| 2029        | 216,148                      |
| 2030        | 221,552                      |
| 2031        | 227,091                      |
| 2032        | 232,768                      |
| 2033-2050*  | \$5,341,089                  |
|             | <b>\$7,983,180</b>           |

\*\$372,000 Annual Lease & Electricity cost beginning in FY 2050-51





# Base Project Conceptual Elements

7,454 SF building footprint with a second-floor mezzanine and a subterranean shooting range on property located at the City Yard:

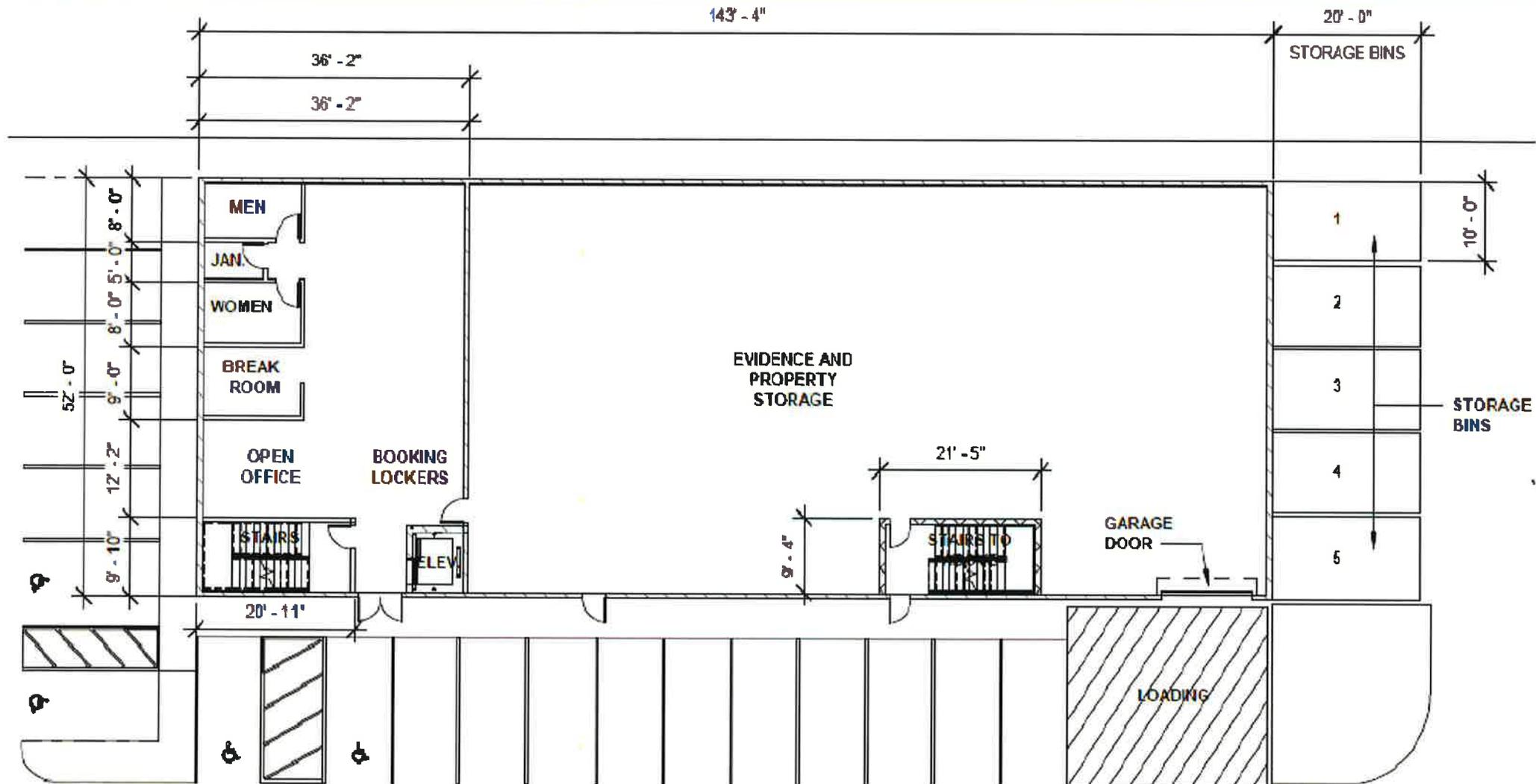
- 5,564 SF for property & evidence storage (ground floor)
- 1,512 SF for office, restrooms, evidence booking area, and break room (ground floor)
- 4,270 SF for 911 Public Safety Communications Center, offices, break room, restrooms, conference/training room (second floor mezzanine)
- 4,360 SF (3) lane shooting range (subterranean)
- Solar panels and battery storage systems to help power the facility, reduce long-term energy costs, and provide redundant systems for this critical public safety facility



# Preliminary Site Plan

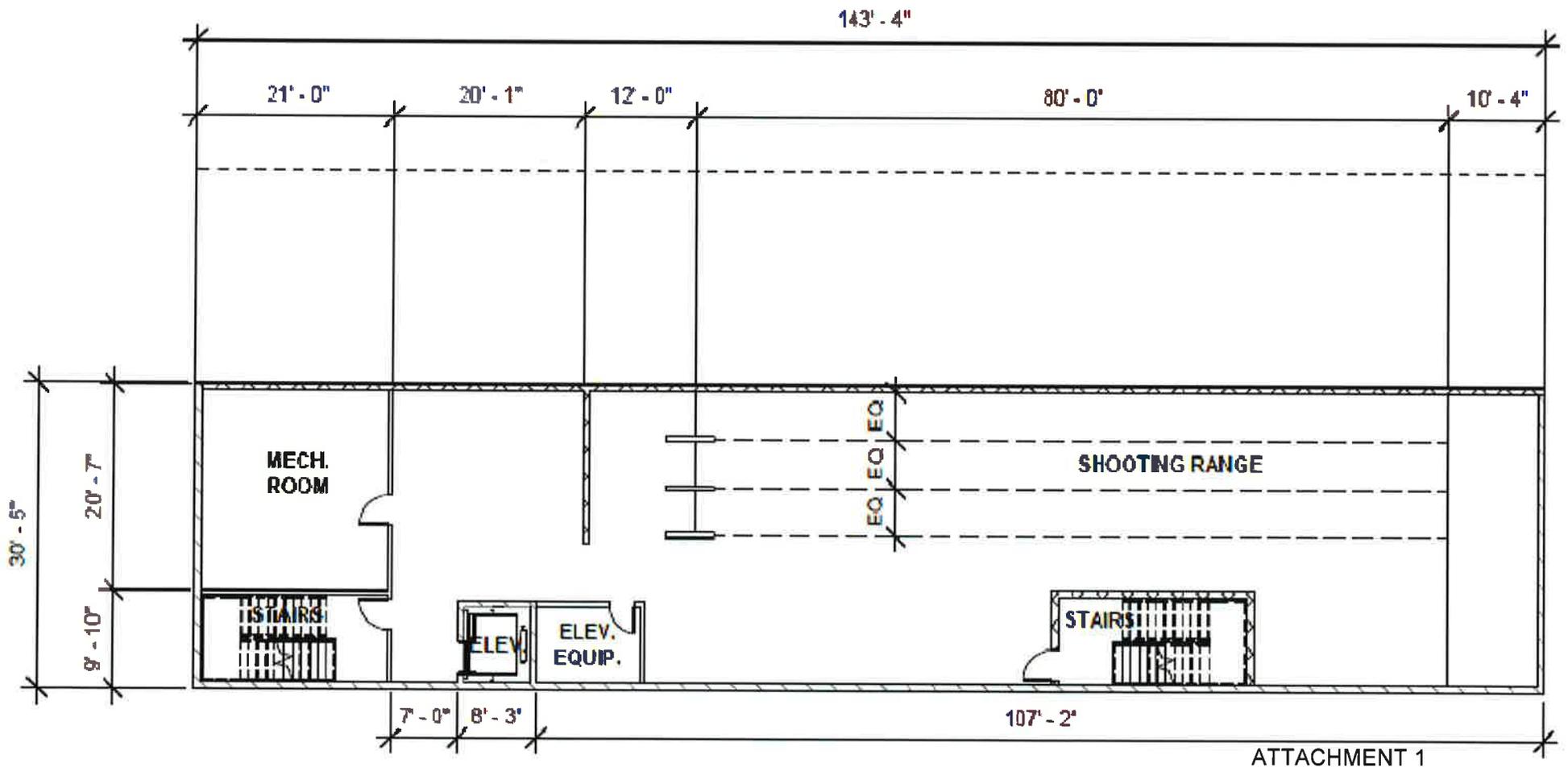


# 1st Floor Conceptual Floorplan





# Subterranean Shooting Range Conceptual Floor Plan



# Subterranean Shooting Range

- 3-lane subterranean range
  - Estimated cost: \$330,000
- 3-lane at-grade range
  - Estimated cost: \$205,000
  - At-grade range reduces available floor space for other uses and increases construction costs in other areas
    - Requires larger building footprint, requires a larger full second floor under Alternative 1, requires larger encroachment into Public Works Yard - all contributing to higher project costs
    - Requires more sound proofing
    - Reduces flexibility in allocating floor space for various uses to ensure noise and vibrations do not impact other facility operations



# Public Safety Communications Center

- Current Communications Center is 404 SF and holds 5 dispatch consoles including one for the on-duty Supervisor.
- The new Center as proposed is approximately 800 SF and could include as many as 8 dispatch consoles for future expansion and 2 designated training consoles in the training room.
- 911 phone infrastructure will need to be moved from Civic Center to new facility
  - Changes to 911 phone infrastructure requires reprogramming at AT&T Central Office and site changes at Civic Center
  - Move 4 copper 911 lines at AT&T Central Office



# Public Safety Communications Center, Continued

- Opportunity to purchase an entirely new 911 backend paid for by Cal OES, 9-1-1 Emergency Communications Branch; existing system at end of useful service life, new backend along with new consoles provides newest available technology moving forward
- Back-up dispatch center will remain with Brea PD
  - Back up switch to be moved over to new facility
- New radio antennae, consoles and other miscellaneous equipment planned for new Communications Center
  - New radios, equipment and recent upgrades to Communications Center as part of the fire/EMS transition to be moved over to new facility
  - Small back-up dispatch center to be built inside City EOC





# Project Financing

City can issue Lease Revenue Bonds (LRBs) to finance the design and construction of a new facility in lieu of continuing to lease a facility for evidence and property storage.

- \$4,498,750 Construction costs (includes \$868,750 25% contingency)
- \$350,000 in A&E design costs
- \$195,000 in CM & inspection costs
- **\$5,043,750** Total facility cost



|                                                                |                    |
|----------------------------------------------------------------|--------------------|
| A&E – Complete PS&E                                            | \$350,000          |
| CM and Inspection                                              | \$195,000          |
| Deputy Inspection/Geotech                                      | \$40,000           |
| Utilities – Power, Water, Sewer, Gas, Telcom/IT Infrastructure | \$85,000           |
| Miscellaneous Fees                                             | \$25,000           |
| Site Grading/Demo Existing Yard Facilities                     | \$50,000           |
| Relocate/Reconstruct Yard Facilities                           | \$100,000          |
| Subterranean Shooting Range                                    | \$330,000          |
| Shell/Building Core, Mech. Equipment, Fire Suppression         | \$930,000          |
| Interior TI/Finishes                                           | \$200,000          |
| Furniture, Fixtures and Equipment                              | \$170,000          |
| Forensic and Emergency Communications Equipment                | \$400,000          |
| Cameras/Security Systems                                       | \$50,000           |
| Secured Concrete Vault                                         | \$100,000          |
| Solar/Battery Storage/Back-Up Generator                        | \$300,000          |
| Elevator                                                       | \$150,000          |
| Contingency @ 25%                                              | \$868,750          |
| Second Floor Mezzanine                                         | \$700,000          |
| <b>Total Base Project Cost</b>                                 | <b>\$5,043,750</b> |



# Public Safety Facility Financing Assumptions

- Tax exempt Lease Revenue Bonds (public use facility)
- LRB tax exempt rates est. 3.0% - 3.5%\* for a projected 30-year amortization
- City assets leased to Placentia Public Financing Authority; PFA leases assets to City
- PFA issues bonds backed by City lease payments
- Upon completion of construction and occupancy, City assets released and replaced by the new Public Safety Facility.

**\*Estimates only; subject to final bond structure and market rates at time of bond sale.**



# Lease Revenue Bond Financing Structure



- \$5,043,750 Design, CM/Inspection, Construction Fund
- \$292,000 Debt Service Reserve
- \$169,000 Costs of issuance (financial advisor, bond counsel, underwriter fees, Trustee, Title, etc.)
- **Total Bond Issue: \$5,505,000\***
- **Average annual debt service: \$290,000\***

\* Subject to market conditions at time of sale; could be more or less



# Base Project Bond Repayment Schedule

- Under Current Lease Terms over 30 years:

| Leased Facility<br>Total Lease and<br>Electricity<br>Payments | New Facility<br>Total Debt Service | Budget Savings<br>(Cost) |
|---------------------------------------------------------------|------------------------------------|--------------------------|
| \$7,983,180                                                   | \$8,405,163                        | (\$790,205)*             |

- Under Market Rate Lease Terms over 30 years:

| Leased Facility<br>Total Lease and<br>Electricity<br>Payments | New Facility<br>Total Debt Service | Budget Savings<br>(Cost) |
|---------------------------------------------------------------|------------------------------------|--------------------------|
| \$11,208,910                                                  | \$8,405,163                        | \$2,803,740*             |

\*Does not include ongoing annual maintenance and repair costs for leased facility





# Alternative 1

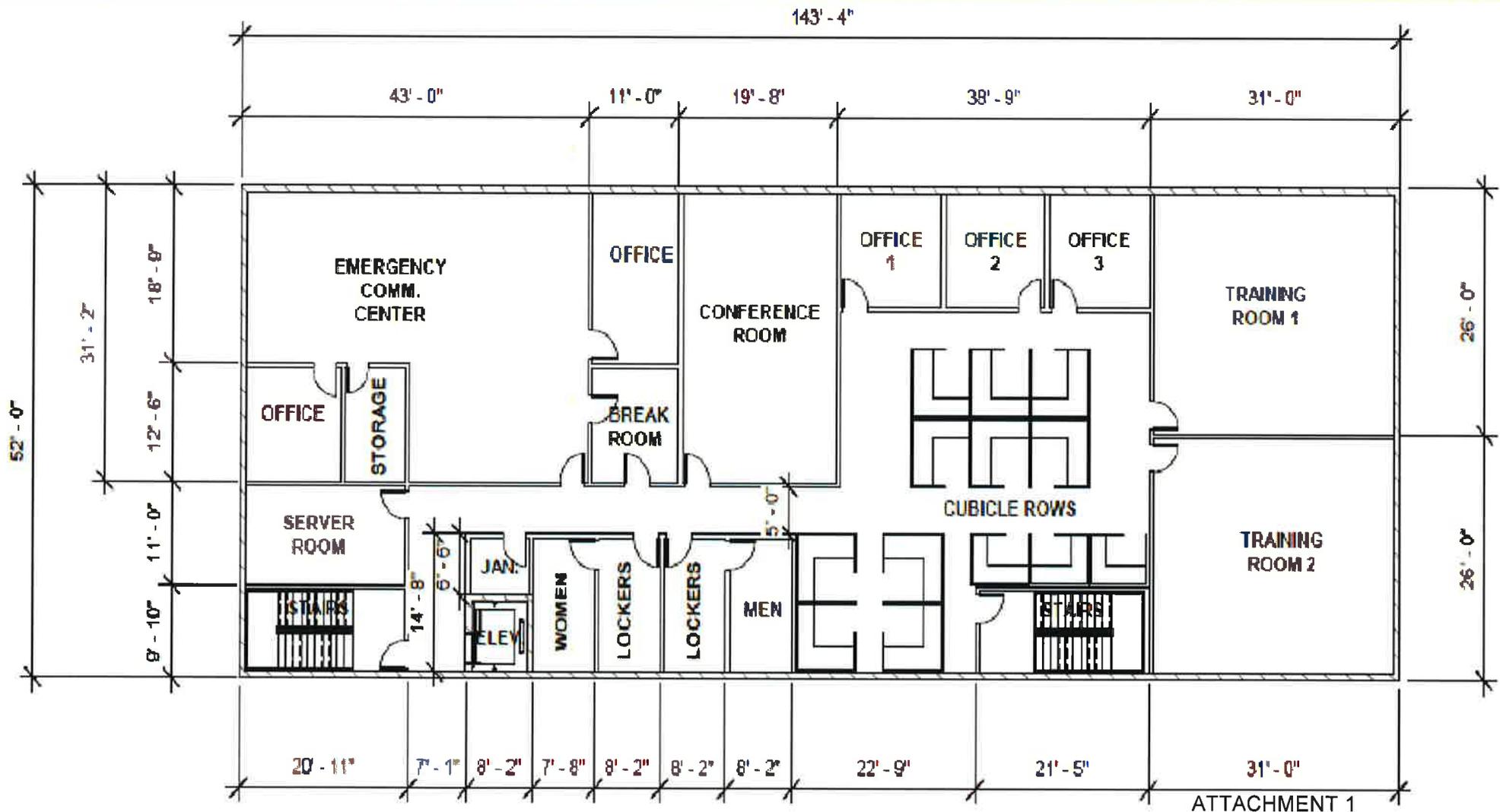
## Full 2<sup>nd</sup> Floor

### Construct full 2<sup>nd</sup> floor for additional office space

- Provides an additional **3,184 SF** for a total of **7,454 SF** of 2<sup>nd</sup> floor office space
- Increased project cost to \$5,843,750 from \$5,043,750 including contingency
- Full 2<sup>nd</sup> floor estimated to cost an additional \$800,000
- Estimated additional debt service costs to the City of \$1,303,550



# Alternative 1: Second Floor 7,454 SF Conceptual Floor Plan Alternative 1





# Alternative 1

## Financing Structure

### Full 7,454 SF 2nd Floor

- \$5,843,750 Design, C/M, Construction Fund
- \$337,000 Debt Service Reserve Fund
- \$174,000 Costs of Issuance (financial advisor, bond counsel, underwriter fees)
- **Total Bond Issue: \$6,355,000\***
- **Average annual debt service: \$335,000\***

\*Subject to Market Conditions at time of sale



# Alternative 1

## Bond Repayment Schedule

- Under Current Lease Terms over 30 years:

| Leased Facility<br>Total Lease and<br>Electricity<br>Payments | New Facility<br>Total Debt Service | Budget Savings<br>(Cost) |
|---------------------------------------------------------------|------------------------------------|--------------------------|
| \$7,983,180                                                   | \$9,708,713                        | (\$2,093,755)*           |

- Under Market Rate Lease Terms over 30 years:

| Leased Facility<br>Total Lease and<br>Electricity<br>Payments | New Facility<br>Total Debt Service | Budget Savings<br>(Cost) |
|---------------------------------------------------------------|------------------------------------|--------------------------|
| \$11,208,910                                                  | \$9,708,713                        | \$1,931,223*             |

\*Does not include ongoing annual maintenance and repair costs of leased facility



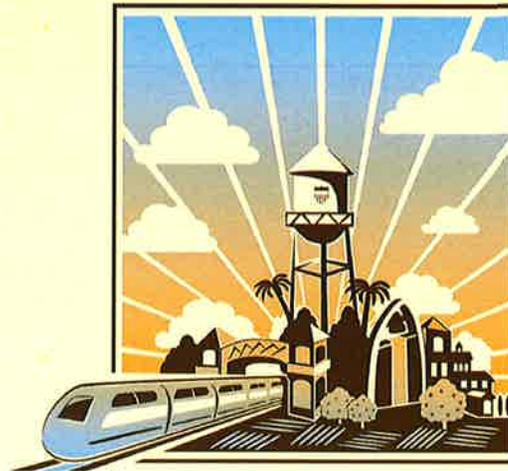


# Next Steps & Timeline

- **December 1, 2020** – City Council approves a project alternative to construct and bond sale in concept, and directs staff to assemble financing team for further analysis
- **December 2, 2020** - Staff issues RFP for A&E Services
- **December 2020** - City Administrator retains financial advisor, bond & disclosure counsel, & bond underwriter
- **January 12, 2021** – City Council considers and approves bond documents and resolutions and directs staff to proceed with bond sale
- **January 19, 2021** – Bonds are sold
- **February 2, 2021** – City Council considers and awards A&E Professional Services Agreement
- **February 2021 – October 2021** – A&E design completed; construction bids solicited
- **November 2, 2021** – City Council awards construction contract
- **November 2021 – September 2022** – Construction period
- **September 2022 – December 2022** – Move-in/occupy



# Questions?



**PLACENTIA**  
Rich Heritage, Bright Future





# Placentia City Council

## ORAL COMMUNICATIONS

DATE: December 1, 2020 CITY COUNCIL MEETING

SUBJECT: **ORAL COMMUNICATIONS BY EMAIL DUE TO COVID-19**

For December 1, 2020, the following correspondence was received:

### CLOSED SESSION

None

### ORAL COMMUNICATIONS

1. Melinda Johnson COVID & Biblical Prophecy

### PUBLIC HEARING 2.a.

- |                             |                                           |
|-----------------------------|-------------------------------------------|
| 1. Paul and Marian Moynihan | Objection to Zoning Change                |
| 2. Sheryl Baumann           | Support for Santa Angelina Senior Housing |
| 3. Orange County United Way | Support for Santa Angelina Senior Housing |
| 4. Helen O'Sullivan         | Support for Santa Angelina Senior Housing |
| 5. Dana Spinogatti          | Support for Santa Angelina Senior Housing |
| 6. Allyn Lean               | Support for Santa Angelina Senior Housing |
| 7. Beverly Cardwell         | Support for Santa Angelina Senior Housing |
| 8. Aimee Aul                | Support for Santa Angelina Senior Housing |
| 9. Carol Ann Miller         | Support for Santa Angelina Senior Housing |
| 10. Elizabeth Hansburg      | Support for Santa Angelina Senior Housing |
| 11. T. Spencer Johnson      | Support for Santa Angelina Senior Housing |
| 12. Ned and Sandra Bergert  | Support for Santa Angelina Senior Housing |
| 13. Maureen Burton          | Support for Santa Angelina Senior Housing |
| 14. Barbara Openshaw        | Support for Santa Angelina Senior Housing |
| 15. Isuri Ramos             | Support for Santa Angelina Senior Housing |
| 16. Linda Ramirez           | Support for Santa Angelina Senior Housing |
| 17. Carrie Buck             | Support for Santa Angelina Senior Housing |

**O'Leary, Karen**

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**From:** Melinda Johnson <melinda@us-schools-ma.live>  
**Sent:** Monday, November 23, 2020 9:16 PM  
**To:** City Clerk  
**Subject:** Hey

Hi,

May you, your friends and family keep safe by considering the proper precautions as we head in to troubling and confusing times as we view a pandemic unfold with the COVID virus.

Maybe there is something more profound occurring with all of this? Could we be witnessing the signs of the times unfolding? Could this be a door of opportunity for people to open up their hearts to what God desires for us to hear?

Jesus says these words to His disciples referring to the last days, "For nation will rise against nation, and kingdom against kingdom. And there will be famines, pestilences, and earthquakes in various places. All these are the beginning of sorrows" (Matthew 24:7-8).

Earth has been beholding a record setting amount of Earthquakes world-wide in various places, also including locations that normally do not receive Earthquakes. So now with COVID, could this be one of the pestilences that will fall upon us in the last days as spoken by Jesus? Where will it leave our economy? Did you know that the Bible reveals that physical money will be no more in the last generation? Could this be a major stepping stone in bringing this forth?

If you watch the news stations on TV, you might have seen on NBC news just months ago concerning the implantable RFID microchip that is gaining ground in Sweden where people are getting this microchip implanted in their hand.

Would you allow a microchip to be placed inside your body that has the ability to track where you go and what you do? How about if you knew it matched perfectly with Bible prophecy where God warns us not to take it during the future reign of the Antichrist, otherwise we will receive the fullness of His wrath (Revelation 14:9-11)?

This may be the most important message you will read in these times...please do not ignore this! This message reveals what the Mark of the Beast is, and the meaning behind counting a number people have been pondering for centuries, 666. This is truly a message from God!

In the Revelation of Jesus Christ given to the apostle John, we read:

.."He (the false prophet who deceives many by his miracles) forces everyone—the small and great, the rich and poor, the free and slaves—to have a mark put on their right hand or on their forehead. He will not allow anyone to make a purchase or sell anything unless the person has the mark with the beast's name or the number of its name. This calls for wisdom. Let the one who understands calculate the beast's number, for it's a human being's number. Its number is six hundred sixty-six" (Revelation 13:16-18 CEB)...

Speaking of the final times, this could only be speaking of a society where physical currency is no more, which has yet to occur, but we are getting close to. Why? Otherwise we would be able to buy or sell without accepting the mark of the beast among each other if tangible currency was still around. It logically deduces itself to this end.

The mark can't be something spiritual, because the word references two unique physical locations. If it was spiritual, it would just say in the forehead.

Here is where it really starts to come together. It is shocking how accurate the Bible is concerning the RFID microchip. These are notes from a man named Carl Sanders who worked with a team of engineers to help develop this microchip in the late 1960's.

Carl Sanders sat in seventeen New World Order conferences with heads-of-state officials such as Henry Kissinger and Bob Gates of the C.I.A. to talk about plans on how to bring about this one-world system. The government commissioned Mr. Sanders to engineer a microchip for identifying and controlling the peoples of the nations—a microchip that might be placed beneath the skin with a hypodermic needle (a quick, convenient process that would be gradually received by the world).

Mr. Sanders, with a group of engineers behind him, with U.S. grant monies supplied by US tax dollars, took on this project and designed a RFID microchip that is powered by a lithium battery, rechargeable by way of the temperature fluctuations in our skin. Without the knowledge of the biblical scriptures (Brother Sanders was not a believer at the time), these engineers spent one-and-a-half-million dollars conducting research on the best and most convenient place to have the RFID microchip inserted below the skin.

These researchers found that the forehead and the back of the hand (the two places Revelation says the mark will go) are not just the most convenient places, but are additionally the only viable places for rapid, steady temperature fluctuations in the skin to recharge the lithium battery. The RFID microchip is about seven millimeters in length, .75 millimeters in diameter, about the dimensions of a grain of rice. It's capable of holding pages upon pages of information about you. All of your common information, work records, crime data, health data, and financial history may be stored on this microchip.

Brother Sanders believes that this RFID microchip, which he regretfully helped bring forth, is the "mark" spoke of in Revelation 13:16-18. The original Greek word for "mark" is "charagma," which is defined as a "scratch or etching." It is also interesting to notice that the number 666 is in fact a word in the original Greek language. That word is "chi xi stigma," with the end word, "stigma," additionally meaning "to stick or prick. Carl believes that is referring to the usage of a hypodermic needle being poked into the human flesh to insert the RFID microchip."

Mr. Sanders asked a Boston Medical Center doctor what would happen if the lithium contained within the RFID microchip leaked into the body. The doctor responded that if the microchip broke inside a human body, the lithium would cause a severe and painful wound filled with pus. This is what the book of Revelation says:

"And the first (angel) went and poured out his bowl on the earth; and there came an evil and grievous sore upon the men that had the mark of the beast, and those who worshipped its image" (Revelation 16:2 DARBY).

#### THE HIDDEN MEANING BEHIND THE NUMBER 666 REVEALED!

Scripture tells us we cannot buy or sell without having the mark of the beast, or the number of its name. Which is the number of the beast, 666. The scriptures tell us to calculate the number 666. How can we calculate 666?

This is where it all tops off. Calculating the number 666 has been long debated throughout centuries, but has finally been unveiled in these final times by God. What you'll read establishes itself with the holy scriptures the true interpretation to calculate six-six-six.

Throughout the scriptures, God uses the number 3 to affirm things. Allow me to share a few examples:

.."because three are who are testifying in the heaven, the Father, the Word, and the Holy Spirit, and these -- the three -- are one" (1 John 5:7 YLT)..

.."That He was buried, that He arose on the third day as the Scriptures foretold" (1 Corinthians 15:4 AMPC)..

.."Holy, holy, holy, Lord God Almighty, Who was and is and is to come!" (Revelation 4:8 NKJV)..

What is interesting is the the mark of the beast is explained in detail in 3 different verses (Revelation 13:16,17,18), and every verse lists 3 different examples of the given subject. The final 3 being the number 6 being used 3 times in a row. This is a key point to deciphering how to calculate the number 666.

What does it imply to calculate 666? It means to add up. So how could we add up 666? Bear in mind my prior point regarding God confirming in threes. Now logically, what could be the most sensible way to add up the number 666? To count it equally in threes based off the number. It is not sensible to count it equally as  $600+60+6$ , this would also revert us back to the start. We can't add it as  $600+600+600$ , or  $60+60+60$ , because there are no zeroes in between or at the end of 666. The only reasonable explanation we are left with is  $6+6+6=18$ . What is interesting is that the verse that reveals for us to count the number of the beast itself is verse 18, being the third verse out of 3 verses that describe the mark of the beast. What is 18 divided by 3? 6. So  $3 \times 6=18$ , or  $6+6+6=18$ .

Another interesting key point is the only two other combinations (bringing a total of 3 possible combinations) for placing a plus symbol in between the sixes are  $66+6=72$ , and  $6+66=72$ . Count up both 72's together and you get 144. Why the number 144 is interesting is because the verse following Revelation 13:18 is the first instance in scripture where the 144,000 are being mentioned in detail:

.."And I saw, and behold, the Lamb standing on the mount Zion, and with him a hundred and forty and four thousand, having his name, and the name of his Father, written on their foreheads" (Revelation 14:1 ASV)..

Now if you add up all 3 numbers by counting 666 by shifting the plus symbol around in all 3 possible combinations, it'd be  $72+72+18=162$ . What is interesting about the number 162, is, if you divide 144,000 by 162, you get 888. The name for Jesus in Greek gematria calculates to 888. The New Testament was initially written in the Greek language. Revelation 14:1 not only mentions the 144,000, but additionally the Lamb of God who is Jesus.

Now what is interesting about the the number for Jesus, 888, is that if you apply this same formula, you get  $8+8+8=24$ . Why the number 24? Revelation chapter four tells us there are 24 elders seated around the throne of God. This is the same throne where Jesus sits:

"Immediately I was in the Spirit; and behold, a throne set in heaven, and One sat on the throne. And He who sat there was like a jasper and a sardius stone in appearance; and there was a rainbow around the throne, in appearance like an emerald. Around the throne were twenty-four thrones, and on the thrones I saw twenty-four elders sitting, clothed in white robes; and they had crowns of gold on their heads" (Revelation 4:2-4).

Now if you take  $8+8+8=24$ , and  $8+88=96$ , and  $88+8=96$ , you get  $24+96+96=216$ . Take 144,000 divided by 216 and you get 666. Take into account that this was the same exact formula to get the value 162 out of counting 666 that brought about the value 888 when dividing 144,000 by 162. It's perpetual.

By making use of the same method of counting by adding the plus symbol in between the numbers, why do all these numbers relate in such a way?

The book of Revelation contains the use of the number 7 in various forms. For instance 7 seals, 7 trumpets, and 7 bowls. What is interesting about the number 37 (three sevens) is if you divide any number that contains the same single digit three times in a row, such as 111 to 999, it comes out to the value of if you were to add all three numbers up. For example 888 divided by 37 equals 24. So  $8+8+8=24$ . Or 666 divided by 37 equals 18. So  $6+6+6=18$ . Could this be another way of God's word confirming itself that the mystery behind calculating the number 666 indeed is 18?

Another interesting point to notice is that if you add up all the numbers from 1 to 36 ( $1+2+3...+36$ ), it totals 666. The number 36, as in three sixes? May this be a hint that we should add up three sixes rather than perceiving the number as six-hundred sixty six?

Now what could this imply? We all know in this world we are identified by numbers in numerous forms. From our birth certificate to our social security card, as well as our drivers license, being identified based on a system of ruler ship. So it is plausible that this RFID chip will include a new identification that has a total of 18 characters.

"here the wisdom is, the one having the mind let him calculate the number of the wild beast, number for "of human" it is, and the number of it 666" (Revelation 13:1, Greek Translation).

The Greek word "anthrōpos" being used in verse 18 where it says "of human" is the Greek strong's concordance G444. The first two definitions of the word are "a human being, whether male or female", and, "generically, to include all human individuals". Could the number of the beast apply to all mankind?

In the Greek (the New Testament was originally written in the Greek language), and other translations, you will notice the beast is described as an "it", instead of "him". The reason I'm making this point is because when a translation says "His number is 666", this would imply a singular person, the Antichrist. But by saying "the number of it 666", implies that it is of the beast system as a whole.

We can know the number of the beast cannot be to identify products (like a new barcode) to buy or sell because scripture says we cannot buy or sell without the number of the beast. What am I getting at? There will be instances where you could buy something someone made themselves and it wouldn't have a store branded identification on it. But for this number to be in our chips, that is where it must be to conclude ultimately that we cannot buy or sell without having the number of the beast. As previously mentioned in Revelation 13:18, the number of the beast (6+6+6=18) is a "human number", definition "generically, to include all human individuals".

May this be the identification of the beast, the number of its name? The one-world beast system that is identified by 18 characters? This would match the scriptures that speaks of a mark that we must have to buy or sell in our right hand or forehead, and that it also carries the number of the beast, throughout a future cashless money society.

Go to: <http://bible-freedom.org> <[http://us-schools-ma.live/index.php/campaigns/\[CAMPAIGN\\_UID\]/track-url/ar0887my4n330/0d18a771211d48f87cfa71e6d5e2b30a83b6a15c](http://us-schools-ma.live/index.php/campaigns/[CAMPAIGN_UID]/track-url/ar0887my4n330/0d18a771211d48f87cfa71e6d5e2b30a83b6a15c)> |<http://voice-truth.org> <<http://us-schools-ma.live/index.php/campaigns/wq958dyjst090/track-url/ar0887my4n330/04b3f9aaf24dcba5c5fe3b1492a3a17c322d822>> |<http://revolutionbible.org> <<http://us-schools-ma.live/index.php/campaigns/wq958dyjst090/track-url/ar0887my4n330/9ea889ca5773252e9a9c1e2665d39d5e3c0a66a7>> ] to see all the proof!

God's word warns us in the last days that a false prophet will stand up performing miraculous signs to deceive many to acquire the mark of the beast:

.."Then the beast was captured, and with him the false prophet who worked signs in his presence, by which he deceived those who received the mark of the beast and those who worshiped his image" (Revelation 19:20)..

At ALL COSTS, resist the mark!

"Then a third angel followed them, saying with a loud voice, "If anyone worships the beast and his image, and receives his mark on his forehead or on his hand, he himself shall also drink of the wine of the wrath of God, which is poured out full strength into the cup of His indignation. He shall be tormented with fire and brimstone in the presence of the holy angels and in the presence of the Lamb. And the smoke of their torment ascends forever and ever; and they have no rest day or night, who worship the beast and his image, and whoever receives the mark of his name" (Revelation 14:9-11).

We're residing in very prophetic times with major Biblical prophecies being fulfilled.

When Donald Trump acknowledged Jerusalem as capital of Israel on December 6th of '17, this was a large step to fulfill the Third Temple foretold in the words of God.

God's word alerts us that the Antichrist will seat himself in this temple:

"...and the man of sin is revealed, the son of perdition, who opposes and exalts himself above all that is called God or that is worshiped, so that he sits as God in the temple of God, showing himself that he is God" (2 Thessalonians 2:3-4).

Inside the Islamic religion, there is a man called the Mahdi, known as their messiah who they're waiting to be revealed. There are various testimonies from people on the internet who believe this man shall be Barack Obama who may be the biblical Antichrist. I myself have had unusual dreams concerning him. He got on stage proclaiming himself to be a follower of Jesus with no affiliation to the Muslim religion, however it was later revealed by his circle of relatives that he indeed is a religious Muslim.

So what's in the name? The meaning of someone's name can say a lot about a person. God throughout history has given names to people that have a specific meaning tied to their lives. How about the name Barack Obama? Let us take a look at what may be hiding beneath the surface...

Jesus says, "And He said to them, 'I saw Satan fall like lightning from heaven'" (Luke 10:18).

In Hebrew, the word "Barack" means "lightning", and the use of "Bama" (Strong's Hebrew phrase 1116) is used to refer to the "heights" of heaven.

The day after the election of Barack Obama (11/04/08), the prevailing pick 3 lotto numbers in Illinois (Obama's domestic state) for 11/5/08 were 666.

Obama had been U.S. senator for the state of Illinois, and his zip code was 60606.

Regardless, whoever seats himself in the future Third Temple in Jerusalem, declaring himself to be God **WILL BE THE ANTICHRIST. NEVER FORGET.**

So, why do we need Jesus?

"for all have sinned and fall short of the glory of God" (Romans 2:23).

"For the wages of sin is death, but the gift of God is eternal life in Christ Jesus our Lord" (Romans 6:23).

Our good works can't save us from our sins. If we step in front of a judge, being responsible for committing a crime, the judge will not judge us by the good that we have carried out, rather the crimes we have committed. If we as fallen humanity, created in God's image, pose this kind of moral justice, how much greater a perfect, righteous, and Holy God?

God has brought down to us His ethical law's by way of the ten commandments handed to Moses at Mt. Siani. These laws were not given so we can be justified, but in order that we could see the need for our savior. They are the mirror of God's character of what He has put in every one of us, with our conscious bearing witness that we know that it is an offense to steal, lie, dishonor our mother and father, and so on.

We may try to follow all the ethical guidelines of the ten commandments, but we'll never catch up to them to be justified before a Holy God. That same word of the law received by Moses manifested as flesh over 2000 years ago in the body of Jesus Christ. He was brought forth to be our justification by perfectly fulfilling the law, living a sinless life that solely God could accomplish.

The distance between us and the law of God can never be reconciled by our own merit, however the arm of Jesus is stretched out by the grace and mercy of God. And if we are to grab on, by way of faith in Him, He'll pull us up being the one to justify us. As in the court of law, if someone steps in and pays your debt, even though you're guilty, the judge can do what's legal and just and set you free. That is what Jesus did nearly 2000 years in the past on the cross. It was a legal transaction being fulfilled in the spiritual realm by the shedding of His blood, with His final words being, "...It is finished!..." (John 19:30).

Now why did Jesus have to die for us?

Due to the fact that God is Holy and just, the wrath that belongs to us could not go unnoticed. Through the perfect righteousness and justice of God's character, it must be dealt with, it must be quenched and satisfied.

For God takes no pleasure in the demise of the wicked (Ezekiel 18:23). That is why in Isaiah chapter 53, where it speaks of the coming Messiah and His soul being a sacrifice for our sins, why it says it satisfied God to crush His only begotten Son.

That is because the wrath that we deserve was justified by being poured out upon His Son. For if it were to be poured out upon us who have earned it, we'd all perish and go to hell. God created a way of escape by pouring it out on His Son who's soul could not be left in Hades, but was raised and seated at the right hand of God in power.

Now once we put on the Lord Jesus Christ (Romans 13:14), God no longer sees the man or woman who deserves His wrath, but now the glorious image of His perfect Son living within, justifying us as if we received the wrath we deserve, making a way of escape from the curse of death.

Now what we must do is turn from our sins and trust in the savior, confessing and forsaking our sins. That is not just a head knowledge of believing in Jesus, but rather receiving His words, taking them to heart. In which we no longer live to exercise sin, but turn from our sins and exercise righteousness:

"Do you not know that the unrighteous will not inherit the kingdom of God? Do not be deceived. Neither fornicators, nor idolaters, nor adulterers, nor homosexuals, nor sodomites, nor thieves, nor covetous, nor drunkards, nor revilers, nor extortioners will inherit the kingdom of God. And such were some of you. But you were washed, but you were sanctified, but you were justified in the name of the Lord Jesus and by the Spirit of our God" (1 Corinthians 6:9-11).

By doing so we may come to be transformed into the image of God by way of faith in His Son Christ Jesus Who is willing to give the Holy Spirit to whoever ask of Him:

"Most assuredly, I (Jesus) say to you, unless one is born of water and the Spirit, he cannot enter the kingdom of God. That which is born of the flesh is flesh, and that which is born of the Spirit is spirit. Do not marvel that I said to you, 'You must be born again.' (John 3:5-6).

"But you are not in the flesh but in the Spirit, if indeed the Spirit of God dwells in you. Now if anyone does not have the Spirit of Christ, he is not His" (Romans 8:9).

So what are you waiting for? Our heavenly Father only wants the best for us, restoring everything this world has stolen from us. That is what it means to be "holy". To be made whole.

He's waiting to hear from you. That God given tongue to speak language, through faith, pray to Him, ask Him to forgive you by confessing to Him your sins and be willing to forsake them; that you accept the sacrifice of His Son Jesus on the cross, and that you want His Holy Spirit residing inside you transforming you into a child of God.

Jesus says, "but whoever drinks of the water that I shall give him (the Holy Spirit) will never thirst. But the water that I shall give him will become in him a fountain of water springing up into everlasting life."

Did you know that Jesus spoke more about hell than anybody in the holy scriptures, even more than He spoke about heaven?! For this very reason He was brought forth to die for us, to deliver us from this place that we earned by our sins.

He describes hell as a actual place where,

"Their worm does not die  
And the fire is not quenched" (Mark 9:44).

And where,

"There will be weeping and gnashing of teeth..." (Luke 13:28).

Jesus tells us who to fear,

"And do not fear those who kill the body but cannot kill the soul. But rather fear Him who is able to destroy both soul and body in hell" (Matthew 10:28).

"Now I saw a new heaven and a new earth, for the first heaven and the first earth had passed away. Also there was no more sea. Then I, John, saw the holy city, New Jerusalem, coming down out of heaven from God, prepared as a bride adorned for her husband. And I heard a loud voice from heaven saying, 'Behold, the tabernacle of God is with men, and He will dwell with them, and they shall be His people. God Himself will be with them and be their God. And God will wipe away every tear from their eyes; there shall be no more death, nor sorrow, nor crying. There shall be no more pain, for the former things have passed away.'

Then He who sat on the throne said, 'Behold, I make all things new.' And He said to me, 'Write, for these words are true and faithful.'

And He said to me, 'It is done! I am the Alpha and the Omega, the Beginning and the End. I will give of the fountain of the water of life freely to him who thirsts. He who overcomes shall inherit all things, and I will be his God and he shall be My son. But the cowardly, unbelieving, abominable, murderers, sexually immoral, sorcerers, idolaters, and all liars shall have their part in the lake which burns with fire and brimstone, which is the second death.'" (Revelation 21:1-8). <<http://us-schools-ma.live/index.php/campaigns/wq958dyjst090/track-opening/ar0887my4n330>>

P.17. 1

**From:** marianroserm [<mailto:marianroserm@twc.com>]  
**Sent:** Thursday, November 26, 2020 3:44 PM  
**To:** [agonzales@placentia.org](mailto:agonzales@placentia.org); [wsmith@placentia.org](mailto:wsmith@placentia.org); [chad@chadwanke.com](mailto:chad@chadwanke.com); [cgreen@placentia.org](mailto:cgreen@placentia.org); [rshader@placentia.org](mailto:rshader@placentia.org); [jyamaguchi@placentia.org](mailto:jyamaguchi@placentia.org)  
**Cc:** [marianroserm@twc.com](mailto:marianroserm@twc.com)  
**Subject:** Santa Angelina Senior Apartments Plan

City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
November 26, 2020

RE: Santa Angelina Senior Apartments Plan  
Council Meeting December 1, 2020

Dear Mr. Gonzales, Mayor Smith and Members of our Placentia City Council:

We strongly object to any change in Placentia's existing plan from Low Density to High Density. Keep LOW density as it is currently in place. We also strongly object to any change in zoning from R-1 (single family residential) to R-3 (high density multiple family). Keep R-1 as it is currently in place. We strongly object to the building of the Santa Angelina Apartments. We VETO the plan.

HIGH DENSITY brings its own problems associated with more people living in proximity. There will be more trash generated, more rodents...and other issues. Today, however, we will address ENVIRONMENTAL ISSUES.

**ENVIRONMENTAL ISSUES:**

As we address the Health and Safety of our nearby neighborhood and school, we request that you will RETAIN this VITAL natural open space at Blessed Sacrament Church. The land and trees are necessary for our community. They function together to make our living area/neighborhood more healthful. The land absorbs water, sending it deep underneath the surface; the trees help to provide clean air. Once destroyed and covered with building materials, this necessary natural resource is LOST forever. The rain can no longer be absorbed. The air can no longer be cleansed.

And then what? In the proposal to make space for many vehicles, the result will be more AIR POLLUTION, more NOISE POLLUTION and greater HAZARDS for pedestrians of ALL ages. More pollution and more pedestrian hazard will be created by more vehicles. The corner of Angelina and Morse Avenue is already hazardous for pedestrians. We do NOT want the hazards to be increased. So please understand this statement. We do NOT want or need more TRAFFIC!

It makes no sense to destroy beneficial Nature and to replace that good element with an element (more vehicles) which we know is DETRIMENTAL to our citizens and community.

We request that you will vote to keep the land in its natural state. We request that each of you will seriously realize the long term NEGATIVE consequences of this development plan and will VETO the Santa Angelina Apartments Development Plan.

Thank you.

We look forward to your reply as soon as it is possible.

Paul and Marian Moynihan  
413 Hillcrest Avenue  
Placentia, CA 92870

**O'Leary, Karen**

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**From:** Sheryl Baumann <sherylmft@gmail.com>  
**Sent:** Monday, November 30, 2020 8:36 PM  
**To:** City Clerk  
**Subject:** Public Comment-Agenda item, 2 -1314 N Angelina Drive

TO BE READ ALOUD INTO THE PUBLIC RECORD

As a member of the Episcopal Church of the Blessed Sacrament for over 40 years I am pleased that there will be a Santa Angelina Senior Citizen low-cost housing on the grounds of our church campus.

As a resident of Placentia for over 40 years it is evident that our community needs low-cost housing. I have lived in Placentia and I have raised my children here. As a senior I will now have to decide where to relocate because I am living on a retirement income and I can no longer afford to pay rent in this area . There are few low cost housing places in this area of Orange County.

The Episcopal Church of the Blessed Sacrament is a great location for a senior housing center because it is close to grocery stores, a post office, and other important necessities that are needed. This Senior Center will bring business to our shops and stores and there is a convenient bus system that runs directly in front of the new senior housing grounds.

Santa Angelina Senior Citizen low-cost housing will be an asset to our community and Blessed Sacrament Church will welcome new residents into the community.

Sheryl Baumann



PH 3  
(attachment)

**O'Leary, Karen**

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**From:** Kimberly Adams <KimberlyA@UnitedWayOC.org>  
**Sent:** Tuesday, December 1, 2020 9:33 AM  
**To:** City Clerk  
**Subject:** Public Comment - Santa Angelina - Please Read Into Record  
**Attachments:** LOS Placentia CC 12.1.20.pdf

Good morning,

Please find attached Orange County United Way's letter of support for the Santa Angelina senior affordable housing development. **We are requesting that it be read into the record during the hearing tonight.** In addition to Placentia residents who will be offering their own, individual public comment in support of the project, our United to End Homelessness program fully supports the proposed development because it will provide much-needed housing stability for seniors, thereby preventing homelessness, along with units with supportive services for the formerly unhoused.

Thank you in advance for allowing us to offer public comment supporting this much-needed affordable housing, and thank you for your courageous approval of this development tonight.

Best,  
-Kimberly Adams

**Kimberly Adams**  
**Housing Advocacy Program Manager, United to End Homelessness**  
**Orange County United Way**  
18012 Mitchell South, Irvine, CA 92614  
Email: [KimberlyA@UnitedWayOC.org](mailto:KimberlyA@UnitedWayOC.org)  
Phone: 949.263.6140





Orange County United Way

18012 Mitchell South  
Irvine, CA 92614

949.660.7600  
UnitedWayOC.org

November 30, 2020

Placentia Mayor and City Council  
Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

*Re: Support for Santa Angelina Senior Affordable Apartment Community*

Dear Honorable Mayor and Members of the City Council:

Orange County United Way writes to express our support for the Santa Angelina Senior Housing development by National Community Renaissance at Episcopal Church of the Blessed Sacrament, 1314 N. Angelina Drive in the City of Placentia. The proposed development would provide 65 much-needed rental homes for lower income seniors, with a community room and patio courtyard, all within walking distance of medical care and a pharmacy, grocery store, post office and transit for a segment of our population that is growing and running out of locally affordable housing options. Additionally, there is a set-aside for 21 permanent supportive housing units for those without a home -- housing with services that ensures success.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019 over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs. Seniors should not be forced to move out of the communities where their support systems exist just because of the lack of local affordable housing options.

Aside from the much-needed housing, this development would also revitalize the existing Episcopal Church of the Blessed Sacrament site while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, other improvements are planned and local jobs would be created during the construction and operations phase of the development. Our communities must be able to respond to the growing needs of seniors in Orange County. Seniors who have worked hard all of their lives and now just need an affordable place to live. Orange County United Way fully supports this development and urges you to approve it.

Sincerely,

Michelle Murphy, MSW  
Director, Public Affairs

**WE FIGHT FOR THE EDUCATION, HEALTH, HOUSING AND  
FINANCIAL STABILITY OF EVERY PERSON IN ORANGE COUNTY.**

**O'Leary, Karen**

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**From:** Helen O'Sullivan <heleno@nwoc.org>  
**Sent:** Tuesday, December 1, 2020 7:17 PM  
**To:** City Clerk  
**Subject:** "Public Comment – Agenda Item 2 – 1314 N. Angelina Drive"  
**Attachments:** Placentia Letter of Support-2.pdf

**1. "TO BE READ ALOUD INTO THE PUBLIC RECORD" Letter in support of Agenda Item 2, 1314 N. Angelina Drive.**

**Helen O'Sullivan** | President/CEO |  
(714) 408-9321 | [heleno@nwoc.org](mailto:heleno@nwoc.org)  
128 E. Katella Ave., Ste. 200, Orange, CA 92867 | [www.nwoc.org](http://www.nwoc.org)

**NWOC's Services Continue – Fully Remote**

As we navigate through this unprecedented public health crisis together, we want you to know that **our team at NeighborWorks Orange County is fully remote and successfully managing all normal operations.** Along with the health and well-being of our own team members, our top priority is to continue to serve customers and community partners in the safest and most effective ways possible. During this time, **our offices are closed to the public and we are scheduling telephone, email, and video appointments only until further notice.** For more information, please visit our website's COVID-19 Response page:

<https://nwoc.org/about/covid-19/>



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December 1, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

As the President and CEO of NeighborWorks Orange County, I write to express our support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. This development could provide 65 much-needed rental homes for lower-income seniors in our community, and provide senior residents with a range of onsite amenities: a community center, both indoor and outdoor areas to encourage social interaction among residents.

I understand that the National Council on Aging, in 2019, reported over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with this income level. The growing senior population is estimated to be as high 20% over the age of 65. As our senior population grows, we need our housing options to provide safe, decent, and affordable communities to meet their needs.

This development proposes revitalization of the existing Church of the Blessed Sacrament Episcopal Church site, and will assist the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. The planned offsite improvements would enhance the surrounding curb and sidewalks, provide new trees and landscaping fronting North Angelina Drive, and would add plantings to Morse Avenue. To facilitate this housing production local jobs would be created during the construction and operations phase of the development.

I fully support this development and I urge you to support too.

Sincerely,  
NeighborWorks Orange County



Helen O'Sullivan

**O'Leary, Karen**

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**From:** Allyn Lean <allynlean@aol.com>  
**Sent:** Tuesday, December 1, 2020 7:18 PM  
**To:** City Clerk  
**Subject:** "TO BE READ ALOUD INTO THE PUBLIC RECORD"

"TO BE READ ALOUD INTO THE PUBLIC RECORD"

Honorable Mayor and City Council:

I could not think of a more complimentary use as a buffer between residential and commercial zoning. A senior project is residential in nature and a special community who would take advantage of the surrounding neighborhoods.

It is an extremely peaceful use of the property with low density housing and extremely limited activity.

Has anyone found a senior housing project to be considered high crime? Instead, the senior residents can walk to the surrounding stores and services including nearby drug stores and grocery stores.

The seniors will support surrounding businesses to the benefit of the nearby housing. There are currently a lot of economic impacts hitting local retail businesses.

As a result of additional residential support these surrounding services and businesses will be available to all nearby residents.

Further, I could not think of an area which would be considered extremely walkable mitigating against the need for auto traffic and owning a car.

Seniors are a blessing to a community as they provide a watchful eye and do not require a great deal of public services.

To say the use is a win-win for the City and its residents, commercial and residential, is a mild understatement.

Regards,

Allyn FP Lean

Senior Warden

Blessed Sacrament Episcopal Church of Placentia

**O'Leary, Karen**

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**From:** Beverly Cardwell <bcardwell@flash.net>  
**Sent:** Tuesday, December 1, 2020 7:02 PM  
**To:** City Clerk  
**Cc:** Barrett Van Buren; Barrett Van Buren  
**Subject:** Public Comment Agenda Item 2 - 1314 N Angelina Dr.

**TO BE READ ALOUD INTO THE PUBLIC RECORD**

i have been a resident of Placentia for 25 years. I was a member of the Placentia Senior Advisory Committee for 9 years and chairperson for 8 of those years. I have volunteered at the Placentia Senior Center for over 10 years. To say I am not interested and invested in the well being of our Senior Population would be untrue.

I am so happy and honored to be a member of Blessed Sacrament Church and involved in the planning of the Santa Angelina Senior Housing Project. I know for a fact that we have many Seniors in our area who would greatly benefit from a low cost housing project and Santa Angelina is being developed to meet their needs. We will be providing a healthy, well maintained and beautiful alternative for a number of Seniors to spend the "sunset of their lives". This project will be a win/win/win for the City, Church, and the Seniors who will call Santa Angelina home.

Beverly Cardwell

**O'Leary, Karen**

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**From:** Aimee Aul <aimeea125@gmail.com>  
**Sent:** Tuesday, December 1, 2020 7:03 PM  
**To:** City Clerk  
**Subject:** Public Comment – Agenda Item 2 – 1314 N. Angelina Drive”

TO BE READ ALOUD AT COUNCIL MEETING

Dear Mayor Smith and Councilmembers,

I am a longtime member of Blessed Sacrament Episcopal Church and am writing tonight to urge you to support the Santa Angelina development proposed for our property. Low Cost senior housing is almost non-existent in Orange County, and the population of vulnerable seniors in our community continues to rise. We believe Santa Angelina will help close this gap in a way that is responsive to neighbors' concerns, is consistent with the existing neighborhood. and will benefit all the businesses in the immediate area. The project developers have been very responsive to residents' questions and concerns. Blessed Sacrament has been a part of civic life here for over 50 years. We have deep roots in the community and are committed to the well being of Placentia and the surrounding communities. Please help us serve our seniors and bring this much needed housing to Placentia.

Thank you for your consideration of this important project. I look forward to meeting all of you at a groundbreaking ceremony sometime soon!

Sincerely,

Aimee Aul

1921 Brea Blvd.

Fullerton, CA 92835

**O'Leary, Karen**

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**From:** camjohn@roadrunner.com  
**Sent:** Tuesday, December 1, 2020 7:02 PM  
**To:** City Clerk  
**Subject:** "Public Comment - Agenda 2 - 1314 N. Angelina Drive"

"To Be Read Aloud Into The Public Record"

Thank you for allowing me to submit my letter of support and excitement into the record!

When I was first made aware of the CORE Project that was in the making, I just knew I had to learn more about this. As I listened to the discussions within the Congregation, I realized this was not **JUST A WHIM**, or some deed to **make money for the church!!** NO, this was and is a beautifully thought out planned community, to give shelter and security to our elderly. And what better place to feel safe and secure...right next door to our magnificent House of God!

I've attended meetings with our Blessed Sacrament family and CORE to be introduced with plans {showing the actual apartment buildings}, laying out the location of the apartments, the beautiful landscaping, and the plans of a very modern yet serene resting and visiting area outdoors. And by welcoming these new people into an established community with shops, restaurants, banks, and pharmacies. And best of all, TRI-CITY PARK that has a lake where ducks, birds with an easily accessed path around the lake.

Respectfully~  
Carol Ann Miller  
[camjohn@roadrunner.com](mailto:camjohn@roadrunner.com)

*"I opened my eyes and saw the light"*

**O'Leary, Karen**

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**From:** Elizabeth Hansburg P4H <elizabeth@peopleforhousing.org>  
**Sent:** Tuesday, December 1, 2020 7:00 PM  
**To:** City Clerk  
**Cc:** Shader, Rhonda; Gonzales, Andrew; Sarah Walker  
**Subject:** Public Comment – Agenda Item 2 – 1314 N. Angelina Drive

TO BE READ ALOUD INTO THE PUBLIC RECORD

Dear Placentia City Council,

People for Housing OC is the "YES in my backyard" organization for Orange County. Our mission is to build community support for new housing opportunities across the full spectrum of affordability in Orange County. I am writing in support of the Santa Angelina Senior Apartments proposed by National CORE and Church of the Blessed Sacrament. Affordable housing for low and moderate income seniors is in short supply in OC. The partnership with the church is a unique opportunity to meet some of Placentia's affordable housing needs. The city should seize upon it and approve this project without delay. It will help real people find homes and help the city towards meeting it's RHNA target.

---

**Elizabeth Hansburg**  
Co-Founder & Executive Director



c. (714) 872-1418  
e. [elizabeth@peopleforhousing.org](mailto:elizabeth@peopleforhousing.org)

**[Click here to become a member of People for Housing!](#)**

**O'Leary, Karen**

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**From:** blue221998@gmail.com  
**Sent:** Tuesday, December 1, 2020 7:01 PM  
**To:** City Clerk  
**Cc:** Barrett Van Buren  
**Subject:** "Public Comment - Agenda Item 2 - 1314 N. Angelina Drive"

"TO BE READ ALOUD INTO THE PUBLIC RECORD"

I'd like to first thank the City Council for the opportunity to address the Council on the need for Affordable Senior Citizen housing in our community. The Santa Angelina Senior Citizen Housing Project on the campus of The Episcopal Church of the Blessed Sacrament if approved, would be a blessing to its residents as well as our parish. It would fill that need and provide a safe and welcoming atmosphere in which to thrive for both its residents and our parish.

I've always believed **it to be impossible** to legislate empathy and compaction; however, I believe **it is possible** to legislate an atmosphere where both may flourish. I urge you to provide our city with that atmosphere and vote for the approval of this project. After 2020 we all could use more of both.

Thank you Council Members for your service to Placentia and your efforts in keeping Placentia an "ALL AMERICAN" City.

Respectfully,  
T. Spencer Johnson

**O'Leary, Karen**

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**From:** Ned Bergert <nhbergert@gmail.com>  
**Sent:** Tuesday, December 1, 2020 7:01 PM  
**To:** City Clerk  
**Subject:** Affordable Senior Housing Project 1314 N. Angelina Dr.  
**Attachments:** Placentia Letter of Support-Bergert-City Council.docx

Please see attached. Ned

December 1, 2020

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor and Members of the City Council:

We Ned and Sandra Bergert are writing to express our support for the proposed senior affordable housing community at 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental apartments for lower income seniors in our community.

Aside from housing, this development would revitalize the existing physical plant of The Episcopal Church of the Blessed Sacrament campus. In addition, the project would concurrently be assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb, sidewalks, and upgrading current landscaping along Angelina Drive and Morse Avenue. Local jobs would be created not only during the construction and operations phase of the development, but once occupied residents will be shopping at the business adjacent to the development property.

We fully support this development, and we urge you to support it too.

Sincerely,

Ned and Sandra Bergert

**O'Leary, Karen**

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**From:** Maureen Burton <burtonmaureen@gmail.com>  
**Sent:** Tuesday, December 1, 2020 7:00 PM  
**To:** City Clerk  
**Subject:** Public Comment - Agenda Item 2 - 1314 N. Angelina Drive

TO BE READ ALOUD INTO THE PUBLIC RECORD

-Please accept my unconditional and overwhelming support for the Santa Angelina Project. Affordable senior housing is desperately needed within the city. The location adjoining Blessed Sacrament Episcopal Church would provide an ideal and supportive community adjacent to the project. I could not recommend this project more highly. Thank you for your consideration.

Maureen Burton, Ph.D.  
Professor Emeritus of Economics  
Cal Poly Pomona

**O'Leary, Karen**

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**From:** Barbara Openshaw <beopenshaw@gmail.com>  
**Sent:** Tuesday, December 1, 2020 7:00 PM  
**To:** City Clerk  
**Subject:** Public Comment Agenda Item #2 Senior Housing Public Hearing

Dear City Council,

I am a long-time resident of Placentia and wish to express my support for the proposed low-income senior housing project to be constructed on the grounds of the Episcopal Church on Angelina Drive.

Many senior citizens are impacted by the lack of affordable housing in our area. The proposed project, which is very well-designed, will be a "win win" for all concerned - the church, the neighborhood, and the seniors who will reside in the development.

I am pleased that Placentia is taking steps to alleviate both homelessness and the need for more affordable housing units. I encourage the City Council to approve the plans for the Santa Angelina project and move forward with the development.

Sincerely,

Barbara Openshaw  
117 Primrose Ave.  
Placentia, CA 92870

**O'Leary, Karen**

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**From:** Isuri Ramos <isurir@kennedycommission.org>  
**Sent:** Tuesday, December 1, 2020 7:00 PM  
**To:** City Clerk  
**Cc:** Cesar C  
**Subject:** Public Comment – Agenda Item 2 – 1314 N. Angelina Drive  
**Attachments:** Kennedy Commisison - Placentia - Santa Angelina Senior Affordable Apartment Community.pdf

Hello Clerk,

Please see this public comment in support of Item 2 on behalf of The Kennedy Commission. Thank you.

**TO BE READ ALOUD INTO THE PUBLIC RECORD**

**Re: SUPPORT: Item 2 – Santa Angelina Senior Affordable Apartment Community**

Dear Members of the Council,

The Kennedy Commission is a broad based coalition of residents and community organizations that advocates for the production of homes affordable for families earning less than \$20,000 annually in Orange County. Formed in 2001, the Commission has been successful in partnering and working with jurisdictions in Orange County to create effective policies that has led to the new construction of homes affordable to lower income working families.

The Kennedy Commission is proud to support the senior affordable housing community proposed by Episcopal Communities & Services for Seniors and National Community Renaissance on Angelina Drive in the City of Placentia. The proposed development would provide 65 much-needed rental homes for lower income seniors with a range of onsite amenities including a community center, outdoor courtyards with event areas, and passive landscaped areas with seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs

For these reasons, we at The Kennedy Commission strongly support the proposed Santa Angelina Senior Affordable Apartment Community and urge you to support it as well.

We look forward to working with the City of Placentia to encourage effective housing policies that will help create balanced housing development and create much-needed affordable housing in our local communities. If you have any questions please contact me at [cesarc@kennedycommission.org](mailto:cesarc@kennedycommission.org).

Sincerely,  
Cesar Covarrubias  
Executive Director

Isuri S. Ramos  
The Kennedy Commission  
Policy Analyst

December 1, 2020

Mayor Ward Smith and Councilmembers  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870



www.kennedycommission.org  
17701 Cowan Ave., Suite 200  
Irvine, CA 92614  
949 250 0909  
Fax 949 263 0647

**Re: SUPPORT: Item 2 – Santa Angelina Senior Affordable Apartment Community**

Dear Members of the Council,

The Kennedy Commission is a broad based coalition of residents and community organizations that advocates for the production of homes affordable for families earning less than \$20,000 annually in Orange County. Formed in 2001, the Commission has been successful in partnering and working with jurisdictions in Orange County to create effective policies that has led to the new construction of homes affordable to lower income working families.

The Kennedy Commission is proud to support the senior affordable housing community proposed by Episcopal Communities & Services for Seniors and National Community Renaissance on Angelina Drive in the City of Placentia. The proposed development would provide 65 much-needed rental homes for lower income seniors with a range of onsite amenities including a community center, outdoor courtyards with event areas, and passive landscaped areas with seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs

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Sincerely,

A handwritten signature in black ink, appearing to read "Cesar", followed by a long horizontal line.

Cesar Covarrubias  
Executive Director

**O'Leary, Karen**

---

**From:** Linda Ramirez <ramirez.linda4@gmail.com>  
**Sent:** Tuesday, December 1, 2020 6:59 PM  
**To:** City Clerk  
**Subject:** Public Comment-Agenda Item 2-1314 N. Angelina Drive  
**Attachments:** Placentia Letter of Support-2 final.pdf

TO BE READ OUT LOUD INTO THE PUBLIC RECORD

December 1, 2020

Planning Commission  
City of Placentia City Hall  
401 E. Chapman Avenue  
Placentia, CA 92870

And

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

**Re: Letter of Support for Santa Angelina Senior Affordable Apartment Community**

Honorable Mayor, Members of the City Council and Members of the Planning Commission:

I, Linda Ramirez, a resident of the city of Placentia write to express my support for the proposed senior affordable housing community by Episcopal Communities & Services for Seniors and National Community Renaissance on 1314 N. Angelina Drive in the City of Placentia. The proposed development could provide 65 much-needed rental homes for lower income seniors in our community with a range of onsite amenities including a community center as well as indoor and outdoor seating areas which would encourage social interaction for its residents.

Housing affordability is a growing challenge for seniors throughout Orange County. According to the National Council on Aging, in 2019, over 25 million Americans age 60 and older were earning just \$31,225 or less per year. In Orange County, it is nearly impossible to find a rental home for a senior with such income. In addition, the senior population is growing. By 2030, it is estimated that 1 in 5 Americans will be over the age of 65. As our senior population grows, so too should our housing options grow to provide safe, decent, and affordable communities to meet their needs.

Aside from housing, this development would revitalize the existing Church of the Blessed Sacrament Episcopal Church site, while simultaneously assisting the City in meeting its share of affordable housing as required by the state-mandated Regional Housing Needs Assessment. Further, offsite improvements would be made to enhance the surrounding curb and sidewalks, new trees and landscaping fronting North Angelina Drive and Morse Avenue would be planted, and local jobs would be created during the construction and operations phase of the development.

We all need to do our part to alleviate the pressure the housing crisis is placing on local families. I fully support this development and I urge you to support too.

Sincerely,

*Linda Ramirez*  
Linda Ramirez

**O'Leary, Karen**

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**From:** Carrie Buck <carrie@his-oc.org>  
**Sent:** Tuesday, December 1, 2020 6:55 PM  
**To:** City Clerk  
**Subject:** Senior Housing Public Hearing

Good evening,

Thank you for the opportunity to submit a comment by email to the council. I am in support of the Senior Housing Project on Via Angelina. We have continued to see an increase in the number of seniors that are contacting HIS-OC for assistance. It is becoming increasingly more difficult for seniors to find affordable housing. This program could prevent our most vulnerable age group from ending up on the street and also provide supportive services to them to promote a longer and more meaningful home as they age.

Thank you, Carrie Buck, Executive Director of HIS-OC (formerly HIS House).

--

*Carrie Buck,*

*Executive Director*

*HIS-OC, Homeless Intervention Services of OC*

[carrie@his-oc.org](mailto:carrie@his-oc.org)

(714) 993-5774 x1006

[www.HISHouseOC.org](http://www.HISHouseOC.org)

[Donate to HIS House](#)

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## O'Leary, Karen

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**From:** Dana Spinogatti <bonnysmom@gmail.com>  
**Sent:** Tuesday, December 1, 2020 6:47 PM  
**To:** City Clerk  
**Subject:** "Public Comment - Agenda Item 2 - 1314 N. Angelina Drive"

"TO BE READ ALOUD INTO THE PUBLIC RECORD"

Thank you so much for the opportunity to officially support the Santa Angelina Senior Citizen low-cost housing project on the grounds of Blessed Sacrament Episcopal Church. My husband and I started our married life in Placentia nearly 39 years ago and recently moved back into the area we love so much to enjoy our senior years. We were members of Blessed Sacrament 21 years ago when our Children's Learning Center preschool was opened. The congregation and surrounding area were thrilled at the prospect of introducing toddlers to our church environment. We are just as excited to reach for the other end of the life cycle and welcome our special seniors to the same loving neighborhood.

Placentia is a wonderful place to live. This planned development will give our elderly the opportunity they might not otherwise be able to afford, to benefit from our church and the surrounding community at large. The housing plans will enhance the local area and enable friends and family to visit and hopefully consider settling in our richly diverse enclave. Many thanks for your time and consideration of this important project.

~ Dana Spinogatti

**O'Leary, Karen**

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~ Dana Spinogatti

**O'Leary, Karen**

---

**From:** Kimberly Adams <KimberlyA@UnitedWayOC.org>  
**Sent:** Tuesday, December 1, 2020 9:33 AM  
**To:** City Clerk  
**Subject:** Public Comment - Santa Angelina - Please Read Into Record  
**Attachments:** LOS Placentia CC 12.1.20.pdf

Good morning,

Please find attached Orange County United Way's letter of support for the Santa Angelina senior affordable housing development. **We are requesting that it be read into the record during the hearing tonight.** In addition to Placentia residents who will be offering their own, individual public comment in support of the project, our United to End Homelessness program fully supports the proposed development because it will provide much-needed housing stability for seniors, thereby preventing homelessness, along with units with supportive services for the formerly unhoused.

Thank you in advance for allowing us to offer public comment supporting this much-needed affordable housing, and thank you for your courageous approval of this development tonight.

Best,  
-Kimberly Adams

**Kimberly Adams**  
**Housing Advocacy Program Manager, United to End Homelessness**  
**Orange County United Way**  
18012 Mitchell South, Irvine, CA 92614  
Email: [KimberlyA@UnitedWayOC.org](mailto:KimberlyA@UnitedWayOC.org)  
Phone: 949.263.6140

