



Regular Meeting Agenda April 20, 2021

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 via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

How to Observe the Meeting

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How to Submit Public Comment

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Americans with Disabilities Act Accommodation

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

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

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

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



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Placentia Industrial Commercial Development Authority
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Mayor Craig S. Green
District 2

Mayor Pro Tem Chad P. Wanke
District 4

Rhonda Shader
Councilmember
District 1

Ward L. Smith
Councilmember
District 5

Jeremy B. Yamaguchi
Councilmember
District 3

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.

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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
April 20, 2021
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

PRIOR TO ROLL CALL:

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

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 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: USA Properties
Under Negotiations: Price and Terms of Payment

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

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PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
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April 20, 2021
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401 E. Chapman Avenue, Placentia, CA**

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PRIOR TO ROLL CALL:

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

INVOCATION: Fernando Villicana

PLEDGE OF ALLEGIANCE:

PRESENTATION:

a. Proclamation of April 30, 2021 as “National Arbor Day”

Presenter: Alana Tucker, Program Manager for the Arbor Day Foundation

Recipients: Mayor Green, City Administrator Arrula, Deputy City Administrator Estevez

b. Presentation of Placentia Police Department Award Program

Presenter: Placentia Chief of Police Darin Lenyi

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

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[Oral Communications](#)

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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: April 6, 2021
Recommended Action: Approve
- 1.c. **City Fiscal Year 2020-21 Register for April 20, 2021**
Check Register
Fiscal Impact: \$ 503,955.81
Electronic Disbursement Register
Fiscal Impact: \$ 928,492.74
Recommended Action: It is recommended that the City Council:
1) Receive and file
- 1.d. **Amendment No. 3 to Maintenance Services Agreement with Bear Electrical Solutions, Inc. For Traffic Signal Maintenance Services**
Fiscal Impact: Expense: \$340,000 Two-Year Cumulative Contract Cost
Budgeted: \$170,000 Fiscal Year 2021-22 Operating Budget
\$ 120,000 (103590-6099)
\$ 50,000 (173590-6099)
\$170,000 Estimated For Fiscal Year 2022-23 Operating Budget
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 3 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc., for Traffic Signal Maintenance Services for an additional two-year term and increasing the contract not-to-exceed amount by \$340,000 (\$170,000 per year); and
2) Authorize the City Administrator to approve contract change orders up to 10% of the cumulative two-year contract extension, or \$34,000; and
3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
- 1.e. **Approval of Final Parcel Map 2019-175 Subdividing an Approximate 0.26-Acre Lot Into Three (3) Parcels Located At the 1600 Block of La Paloma Avenue within the R-1 (O) (Single-Family Residential – Oil Combining District) Zoning District**
Fiscal Impact: There is no fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:
1) Approve Final Parcel Map No. 2019-175, subject to review and approval by the County Surveyor; and
2) Authorize the City Clerk to sign Final Parcel Map No. 2019-175.
- 1.f. **Approval of Final Parcel Map 2007-186 Subdividing an Approximately 0.57-Acre Lot Into Three Parcels Located At 1802 N. Valencia Avenue, East Side of Valencia Avenue Between Valencia Avenue and the Western Terminus of Alcott Avenue**
Fiscal Impact: There is no fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:
1) Approve Final Parcel Map No. 2007-186, subject to review and approval by the County Surveyor; and
2) Authorize the City Clerk to sign Final Parcel Map No. 2007-186.

1.g. **Acceptance of Construction Work and Notice of Completion for the FY 2019-2020 Arterial Roadway Rehabilitation Project, City Project No. 1002**

<u>Fiscal Impact:</u>	Expense:	\$ 2,207,799.00	Construction Contract
		\$ 218,917.09	Change Order No. 1
		\$ 2,426,716.09	Total Construction Cost
Budget:	\$ 2,483,600.00	<u>Total Project Budget FY 2020-21 CIP Budget</u>	
	\$ 1,860,200.00	Measure U (791002-6185)	
	\$ 312,000.00	Measure M (181002-6185)	
	\$ 194,500.00	SB 1/RMRA (601002-6185)	
	\$ 100,000.00	CalRecycle Grant (501002-6185)	
	\$ 16,900.00	Thoroughfare Construction Fund (261002-6185)	

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by All American Asphalt Inc. for construction of the FY 2019-20 Arterial Roadway Rehabilitation Project, City Project No. 1002, for a grand total amount of \$2,426,716.09; and
- 2) Authorize the City Administrator to approve Contract Change Order No. 1 in the amount of \$218,917.09; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.h. **Acceptance of Construction Work and Notice of Completion for Old City Hall Roof Replacement and HVAC Improvement Project, City Project No. 5002**

<u>Fiscal Impact:</u>	Expense:	\$ 164,700.00	Construction Contract Amount
		\$ 34,835.31	Change Order No. 1 (305002-6185)
		\$ 199,535.31	Total Construction Cost
Budget:	\$ 258,400.00	<u>Total Project Budget</u>	
	\$ 38,000.00	Measure U (795002-6185)	
	\$ 220,400.00	Housing & Community Develop. Fund (305002-6185 FY 2019-20 CIP Carryover)	

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Best Contracting Services, Inc. for the Old City Hall Roof Replacement and HVAC Improvement Project, City Project No. 5002, for a grand total amount of \$199,535.31; and
- 2) Authorize the City Administrator to approve contract Change Order No. 1 in the amount of \$34,835.31; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.i. **Purchase of Evidence Lockers With Prop 69 Funds**

<u>Fiscal Impact:</u>	Expense:	\$ 120,725	(103043-6840)
	Revenue:	\$ 110,000	Miscellaneous Grants – Prop 69 (103043-4210)
	Budgeted:	\$ 10,725	FY 2020-21 General Fund (103043-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve the appropriation of Prop 69 funding from the County of Orange in the amount of \$110,000; and
- 2) Approve the purchase of evidence storage lockers from McMurray Stern for an amount not-to-exceed \$120,725; and
- 3) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1.j. **Professional Services Agreement With California Forensic Phlebotomy, Inc. For Forensic Blood Draw Services**

Fiscal Impact: \$20,000 (Estimated) For Fiscal Year 2021-22 Budget (103040-6055)
\$21,000 (Estimated) For Fiscal Year 2022-23 Budget (103040-6055)
\$22,000 (Estimated) For Fiscal Year 2023-24 Budget (103040-6055)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with California Forensic Phlebotomy, Inc. for a three-year term ending June 30, 2024; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

1.k. **Purchase of Two (2) License Plate Reader Units**

Fiscal Impact: Expense: \$ 49,570 (676106-6840)
Budgeted: \$ 49,570 Public Safety Impact Fee Funds
No General Fund dollars will be utilized for this purchase

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of two (2) License Plate Reader units from Vigilant Solutions, LLC for an amount not-to-exceed \$49,570; and
- 2) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1.l. **Replacement Purchase of Mobile Data Computers**

Fiscal Impact: Expense: \$51,966.64 (676107-6840)
Revenue: \$51,966.64 Public Safety Impact Fee Funds
No General Fund dollars will be utilized for this purchase

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of replacement MDCs and necessary equipment and configuration with DuraTech USA, Inc. for an amount not to exceed \$51,966.64; and
- 2) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1.m. **Approve 2020 Orange County Operational Area Agreement**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the 2020 Orange County Operational Area Agreement; and
- 2) Adopt Resolution R-2021-16, a Resolution of the City Council of the City of Placentia, California, approving the Operational Area Agreement of the County of Orange and local agencies.

1.n. **Acceptance of Resignation From the Senior Advisory Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Johnnie Broadfoot from the Senior Advisory Committee; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancy on the Senior Advisory Committee.

1.o. **Professional Services Agreement With JHD Planning, LLC To Complete the 6th Cycle Regional Housing Needs Assessment (RHNA) Update to the Housing Element of the General Plan**

<u>Fiscal Impact:</u> Consultant Proposal:	\$69,460
Staff Recommended Contingency:	<u>\$10,000</u>
Total Cost Of The Contracts:	\$79,460
Budgeted SB2 Funds:	\$60,000 (509102-6017)
Budgeted General Plan Update Fee Funds:	\$19,460 (749102-6017)
Total Budgeted:	\$79,460

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with JHD Planning, LLC to provide professional services related to updating the Housing Element of the General Plan for an amount not to exceed \$79,460; and
- 2) Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.

1.p. **Acceptance of Construction Work and Notice of Completion for Fire Station 2 Renovation Project, City Project No. 5105**

<u>Fiscal Impact:</u>	Expense: \$	84,400	Construction Contract Amount
		\$ 14,800	Change Order No. 1 (675105-6185)
		\$ 99,200	Total Construction Cost
Budget:	\$	408,250	Total Project Budget
		\$ 14,250	Measure U CIP (795105-6185)
		\$ 174,000	City Public Safety Impact Fee (675105-6185)
		\$ 220,000	General Fund (105105-6185)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Noble E & C Inc. for the Fire Station No. 2 Renovation Project, City Project No. 5105, for a grand total amount of \$99,200; and
- 2) Authorize the City Administrator to approve contract Change Order No. 1 in the amount of \$14,800; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.q. **Agreement With All City Management Services, Inc. For Crossing Guard Services**

Fiscal Impact: \$72,072 For Fiscal Year 2021-22 Budget (103047-6290)
\$77,553 For Fiscal Year 2022-23 Budget
\$77,553 For Fiscal Year 2023-24 Budget
Budgeted: \$72,072 FY 2021-22 Operating Budget (General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement with All City Management Services, Inc. for a three (3) year term ending June 30, 2024 for an amount not-to-exceed \$72,072 (FY 2021-22), \$77,553 (FY 2022-23) and \$77,553 (FY 2023-24); and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a. **Zone Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 for the Development of an Approximately 5.6-Gross Acre Site With 139 Residential Townhome Units Located At 443 & 455 S. Van Buren Street (Toffoli Investments)**

Fiscal Impact: Revenue: \$2,010,774 Development Impact Fees

Recommended Action: It is recommended that the City Council:

- 1) Open Public Hearing concerning ZC 2018-01, DPR 2018-01, and TTM 19104; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2021-17, a Resolution of the City Council of the City of Placentia, California, adopting Mitigated Negative Declaration (MND) No. 2020-01 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 Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 to allow for the development of an approximately 5.6-gross acre lot for the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and

associated hardscape and landscape improvements, on property located at 443 and 455 S. Van Buren Street (APN: 346-164-22, -25, & -26); and

- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2021-03, an Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia from Manufacturing (M) District and Oil Combining (O) Zoning District to High Density Residential (R-3) Zoning District to bring the zoning of the site into alignment with the updated General Plan High Density Residential Land Use Designation on an approximately 5.6-gross acre lot, located at 443 and 455 S. Van Buren Street (APNs 346-164-22, -25, & -26).

[Amendments to Resolution R-2021-17](#)

3. REGULAR AGENDA:

3.a. Continued Item - Study Session: 2020 Sewer Cost Recovery Fee Rate Study

Fiscal Impact: There is no immediate fiscal impact associated with this Study Session. Based upon City Council policy direction, Staff will finalize any proposed sewer rate cost recovery adjustments and return to the City Council on May 4, 2021, to schedule the public hearing and Proposition 218 process to formally adjust the City's sewer rates.

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Staff report and presentation; and
- 2) Ask any questions of Staff; and
- 3) Provide Staff with policy direction relative to the 2020 Sewer Cost Recovery Fee Study and any potential adjustments to the City's existing sewer rate; and
- 4) Direct Staff to return to the May 4, 2021 City Council meeting to formally adopt a resolution setting the public hearing date to consider formally adopting increased sewer collection rates and adopting a resolution outlining the procedures for establishing and increasing property related fees and charges under Proposition 218.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

Adjourned in Memory of

Johnnie Broadfoot, Senior Advisory Committee Member and Longtime Placentia Resident

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, May 4, 2021 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- Set Public Hearing Date for Refuse Rate Adjustment
- Set Public Hearing Date for Sewer Utility Cost Recovery Public Hearing and Prop. 218 Process
- Purchase of Homeless Liaison Officer Truck
- Set Public Hearing Date for Annual LMD Certifications
- Set Public Hearing Date for Annual SLD Certifications
- Purchase Order for Vehicle Lift Improvements
- Agreement for Sewer Maintenance Services
- Agreement for TOD Traffic Mitigation Design Services
- Agreement for On-Call Construction Management and Inspection Services
- Study Session: Speed Hump Policy

CERTIFICATION OF POSTING

I, Karen O’Leary, Deputy City Clerk 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 April 20, 2021 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on April 15, 2021.

Karen O’Leary
Deputy City Clerk

DRAFT

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PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
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REGULAR MEETING MINUTES
April 6, 2021
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

CALL TO ORDER: Mayor Green called the meeting to order at 5:34 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Yamaguchi (Late), Wanke, Green
ABSENT: None

ORAL COMMUNICATIONS:

Mayor Green opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

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 54957(b)(1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Administrator
2. Pursuant to Government Code Section 54956.9 (d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (1 Case)

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

CALL TO ORDER: Mayor Green called the meeting to order at 7:03 p.m.

PRIOR TO ROLL CALL:

Prior to Roll Call City Attorney Bettenhausen read into the record a notice regarding teleconferencing public meetings under the Brown Act during the COVID-19 health risks. He noted that although the Council Chambers are currently closed to the public, public comment can be made by email to cityclerk@placentia.org. He advised that because the meeting was teleconferenced all votes must be taken by roll call vote.

ROLL CALL:

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

STAFF PRESENT: City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Chief of Police Darin Lenyi; Fire Chief J. Pono Van Gieson; Director of Finance Jessica Brown; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert

INVOCATION: Kenneth Milhander

PLEDGE OF ALLEGIANCE: Mayor Green

PRESENTATIONS:

- a. **Proclamation of April 11-17, 2021 as "911 Public Safety Telecommunications Week"**
Presenter: Mayor Green
Recipients: Stephanie Acosta-Reyes, Public Safety Communications Manager, and Dispatcher Sheila Rodriguez
- b. **Proclamation of April 2021 as "Sexual Assault Awareness Month"**
Presenter: Mayor Green
Recipient: Gabriela Gonzalez, Communications & Development Director, Casa De La Familia Counseling

c. Legislative Updates by Townsend Public Affairs, Inc.

Presenter: Eric O'Donnell, Townsend Public Affairs Senior Associate

Townsend Public Affairs Senior Associate Eric O'Donnell provided a report of the services that Townsend has provided to the City. His presentation included a legislative recap of current events in Sacramento, the Governor's January budget, specific legislation that is impacting the City of Placentia in 2021, and a recap of federal funding.

Councilmember Shader asked Mr. O'Donnell's initial thoughts on the Governor's announcement that he plans to lift most COVID restrictions on June 15, 2021 if current trends hold. She wondered if the Governor's announcement would have an impact on proposed legislation.

Mr. O'Donnell praised the City of Placentia for their leadership in building coalitions in the County and in acquiring COVID-19 federal funding for the City and the region.

CLOSED SESSION REPORT:

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

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced new full-time Firefighter John Zamora. Firefighter Zamora attended Crafton Hills College, where he completed his Emergency Medical Technician (EMT) course work and the basic firefighter regional academy. He worked as an EMT for Lynch EMS and as a Firefighter 1 for Cal Fire in the San Bernardino County Unit. John also held the Reserve Firefighter position for both the City of Calimesa and the City of Placentia before his recent promotion to full-time Firefighter for the Placentia Fire and Life Safety Department.

ORAL COMMUNICATIONS:

Mayor Green opened Oral Communications. City Clerk McKinnell stated that the City Clerk's Office received one (1) emailed comment from Placentia resident Kevin Graven regarding recreational vehicle parking. The email has been included in the City's public record and copies were provided to the City Council.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Shader reported her attendance at the Association of California Cities – Orange County (ACC-OC) Housing Committee and the Legislative and Regulatory Committee meetings, a meeting with the Placentia Yorba Linda Unified School District Superintendent, coffee with the Seniors outdoors at the City's Senior Center as they begin to reopen, the presentation of a wreath on Vietnam War Veterans Day, and the Placentia Regional Navigation Center's first anniversary where the victory and life changes were celebrated.

Councilmember Shader announced that the City of Placentia is accepting applications for vacancies on two (2) City Committees. All interested residents are encouraged to submit an application and be part of making a change in the community. The City currently has two (2) vacancies on the Heritage Committee and three (3) vacancies on the Senior Advisory Committee. The deadline to apply for either Committee is Saturday, April 10, 2021. Applications can be found by visiting the City's website.

Councilmember Smith mentioned his participation in a number of virtual meetings and conference calls including the Bridges at Kraemer Community Advisory Board as Chair, the Southern California Association of Governments (SCAG) Regional Council Transportation Committee, the Orange County Council of Governments (OCCOG), and the City's Easter Eggcitement Drive-Thru Event. He recognized the Community Services Department, the Placentia Library District, the Placentia Fire and Life Safety Department, the Placentia Police Department, the Rotary Club of Placentia, and the Placentia Kiwanis Club for this and other successful drive-through events in the past year. Councilmember Smith noted that he met with the new Placentia-Yorba Linda Unified School District Superintendent and participated in the placement of a wreath on Vietnam War Veterans Day honoring all those that served in the Vietnam War.

Councilmember Yamaguchi stated that it was nice to be back in person with all five (5) Councilmembers for the first time in over a year and noted his gratefulness that things are going in the right direction. He explained that with frequent travel necessary for his work, he has been self-quarantining and following social distancing guidelines. He said that he had the privilege of volunteering at vaccine sites and announced that individuals age 50 and over are now eligible to schedule COVID-19 vaccine appointments, and individuals age 16 and over will be eligible starting April 15, 2021. Register at www.othena.com to be placed in a virtual waiting room and be notified of eligibility, and appointment availability. Councilmember Yamaguchi thanked everyone responsible for making the Easter Eggcitement Drive-Thru a great event.

Mayor Pro Tem Wanke reported his attendance at two (2) Orange County Sanitation District (OC SAN) Board meetings and reported that OC SAN is in excellent financial health.

Mayor Green reported his attendance at the Placentia Regional Navigation Center's first anniversary celebration and at a ribbon cutting for the Valencia High School Community Garden. He noted his participation in the placement of a wreath in honor of Vietnam War Veterans Day. He expressed his hope that everyone had a good Easter celebration.

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

Mayor Pro Tem Wanke pulled Item 1.d. for further discussion. Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve the remaining Consent Calendar Items 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: March 16, 2021

Recommended Action: Approve

(Approved 5-0, as recommended)

1.c. City Fiscal Year 2020-21 Register for April 6, 2021

Check Register

Fiscal Impact: \$ 1,788,479.30

Electronic Disbursement Register

Fiscal Impact: \$1,223,048.73

Recommended Action: It is recommended that the City Council:

1) Receive and file

(Received and filed, as recommended)

1.d. Amendment No. 1 To Professional Services Agreement With HF&H Consultants, LLC for Refuse Contract Negotiations and SB 1383 Compliance Assistance

Fiscal Impact: Expense: \$ 95,000 Consulting Services

Funding Source: \$ 95,000 Refuse Administration Enterprise Fund

Balance (374386-6099)

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 1 to the Professional Services Agreement with HF&H Consultants, LLC in the amount of \$95,000 for SB 1383 compliance and franchise agreement negotiation services, for a cumulative contract not-to-exceed amount of \$119,999, and extend the term of the Agreement for an additional 18 months to December 31, 2022; and

2) Authorize the City Administrator to approve contract amendments up to 10% of the cumulative contract amount, or \$ 11,999.99; and

3) Approve Resolution No. R-2021-13, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2020-21 in compliance with City Charter of the City of Placentia Sections 1206 and 1209 pertaining to appropriations for actual expenditures; and

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

(Approved 5-0, as recommended)

Mayor Pro Tem Wanke pulled Item 1.d. to note that the State mandates involved with Item 1.d. are very specific and onerous and that most of the cities in North Orange County are using the recommended consultant. He questioned the amount of the increase in expense for Consulting Services. City Administrator Arrula called on Management Analyst Elsa Robinson to provide further information on the increase.

Mayor Pro Tem Wanke suggested that agreements that are expected or likely to go over the City Administrator's approval limit through amendments should be brought to City Council, and he would like them not to be placed on the Consent Calendar. He asked if the City investigated any other options or used a bid process for this agreement.

Following a brief discussion, there was a motion by Wanke, seconded by Shader, and carried a (5-0) vote to approve Item 1.d. as recommended.

1.e. **Agreement Renewal for Law Enforcement Court Liaison Services With the City of La Habra**

Fiscal Impact: Expense: \$37,765 FY 2021-22 General Fund (103043-6290)
\$40,015 FY 2022-23 General Fund
\$42,265 FY 2023-24 General Fund
Budgeted: \$37,765 FY 2021-22 Department Contract Services

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement for Law Enforcement Court Liaison Services with the City of La Habra for a three (3) year term ending June 30, 2024; and
- 2) 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. **Upgrade of Fire Station Alerting System**

Fiscal Impact: Expense: \$70,348.05 Total Purchase Price
Budget: \$77,382.86 General Fund CIP (106124-6840)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a purchase order to Westnet, Inc. for the system upgrade purchase and installation of the First-In Fire Station Alerting System for a not-to-exceed amount of \$70,348.05; and
- 2) Authorize the City Administrator to approve change orders up to 10% of the purchase price, or \$7,034.81; and
- 3) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **An Annual Resolution Authorizing Persons Holding Certain Designated Positions to Execute Emergency Management and Homeland Security Grant Documents for and on Behalf of the City of Placentia for the Purpose of Obtaining Certain Federal Financial Assistance and/or State Financial Assistance**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2021-14, a Resolution of the City Council of the City of Placentia, California, authorizing persons holding certain designated positions to execute Emergency Management and Homeland Security Grant documents for and on behalf of the City of Placentia for the purpose of obtaining certain Federal Financial Assistance and/or State Financial Assistance; and
- 2) Authorize the following positions to execute documents on behalf of the City of Placentia to oversee and administer the projects associated with the Emergency Management Performance Grant, State Homeland Security Grant Program, and the Urban Area Security Initiative funding on behalf of the City: City Administrator, Chief

of Police, Fire Chief, Deputy City Administrator(s), and the Emergency Services Coordinator.

(Approved 5-0, as recommended)

1.h. **California Fire Assistance Agreement (CFAA)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2021-15, a Resolution of the City Council of the City of Placentia identifying the terms and conditions for the Placentia Fire and Life Safety Department's response away from their official duty station and assigned to an emergency incident; and
- 2) Authorize the City Administrator or his designee to submit the required information to the California Governor's Office of Emergency Services (Cal OES) as needed.

(Approved 5-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Study Session: Community Choice Energy**

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

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Staff report and presentation; and
- 2) Direct Staff to monitor the status of the Orange County Power Authority (OCPA) and other potential Community Choice Aggregators during the next two (2) years; provide the City Council with an update after two (2) years on the status of the new OCPA and the new Community Choice Energy project; and evaluate actual ratepayer data to determine the extent of the cost savings ratepayers are enjoying by participating in this program; and
- 3) Encourage residents and businesses who may be interested in clean energy solutions to consider SCE's alternative existing program.

(Council direction was given; no vote was taken)

City Administrator Arrula gave an overview of the Community Choice Energy (CCE) program in Orange County and introduced Management Analyst Elsa Robinson to present the Staff report. Mrs. Robinson introduced Southern California Edison (SCE) Government Relations Manager Cynthia Quimby, Senior Policy Advisor Joshua Torres, and Senior Advisor Magesh Srinivasan who attended by Zoom and were available to answer questions. Management Analyst Robinson gave a brief presentation on CCE which included background, a description of CCE and Community Choice Aggregation (CCA), why CCA was created, how a CCA operates, the benefits of CCA, how CCAs are regulated, additional costs to participate in CCA, the "exit fee," customer enrollment and opt-out, a utility rate comparison, SCE's green rate and community renewables programs, background on the Orange County Power Authority (OCPA), OCPA's current JPA structure, OCPA costs and financing, OCPA 10-year forecast, remaining key provision for the JPA to address, joining the OCPA, recent news regarding OCPA member cities, key take-aways, and recommended actions.

Councilmember Shader requested additional information about current programs offered by SCE and SCE's plans for the future.

SCE Senior Policy Advisor Joshua Torres outlined SCE's vision for a clean energy future and noted that SCE is working to aid the State in achieving stated environmental goals in a way that is both practical and affordable.

Councilmember Shader asked if SCE had programs other than solar, such as harnessing wind generated power.

Joshua Torres detailed clean energy options available to SCE's customers and the current default mix for all SCE customers including renewable and carbon free energy options.

Councilmember Shader wanted the public to be aware of SCE's current and future energy options. She discussed her concerns with possible price increases to customers, the City's capacity to monitor participation in a CCE program, the exit fee, and other details that have not been finalized.

Mayor Pro Tem Wanke questioned how SCE has marketed the utility's green energy program options, and Joshua Torres discussed SCE's marketing, State mandates, and current percentages of clean energy provided by SCE.

Mayor Pro Tem Wanke asked Staff if the City would be obligated to join the OCPA or if other options exist, and Management Analyst Robinson discussed options available to the City.

Mayor Pro Tem Wanke questioned the risk of missing the opportunity if City Council follows the Staff recommendation to wait two (2) years for an update on the status of CCAs. He asked for Council consensus to bring the item back to City Council in 12 months for review.

There was City Council consensus to direct Staff to bring the item back in 12 months for City Council review. No vote was taken.

3.b. **Update on the Finance and Construction of a New Public Safety Facility**

Fiscal Impact: Expenditure: \$ 10.9 to \$14.2 Million Construction & Financing Costs
Depending on Facility Option Selected

Revenue: Lease Revenue Bonds to Fund Project Costs
Original Revised Project: Savings of \$1,585,278 Over 30 Years
Recommended Alternative: Savings of \$2,945,831 Over 30 Years
Alternative 1: Savings \$4,669,475 Over 30 Years
Alternative 2: Savings \$4,899,722 Over 30 Years

Recommended Action: It is recommended that the City Council:

- 1) Receive the Public Safety Facility Update presentation; and
- 2) Provide direction to Staff on which Facility Alternative to pursue; and
- 3) Direct Staff to assemble a Bond Financing Team to structure Lease Revenue Bonds to finance the cost of the City Council selected project; and
- 4) Direct Staff to return to the City Council with bond documents to authorize the bond sale.

(Approved 5-0, to continue the entire project [Staff's recommended alternative], but not bring bonding to City Council until the architect has sufficient detail to present updated budgetary figures with schematics to City Council.)

City Administrator Arrula gave an overview and an update on the finance and construction of a new Public Safety Facility. He provided a presentation which included Public Safety Center project goals; the December 1, 2020 City Council approved project concept; original Council approved project elements; the original preliminary site plan; the original conceptual floor plans; the project financing structure; the original cost estimate for the Council approved project; the original lease revenue bond financing structure; the geotechnical report and Phase 1 environmental site assessment; construction cost increases; revised cost estimate and bond financing structure for the Council approved project; revised project bond repayment cost versus leasing; the recommended alternative financing structure; and the recommended alternative bond repayment cost versus leasing.

Councilmember Yamaguchi questioned whether electricity costs were included in each projection.

City Administrator Arrula continued the presentation with alternative conceptual floor plans and financing structures. He summarized the alternatives and presented next steps and a timeline. He introduced several consultants that joined the meeting by Zoom including the market rate lease analysis team from Kosmont Transactions Services Larry Kosmont, Dan Massiello, and Wil Soholt; Financial Consultant Robert Torres; Danny Kaye from Totum Consulting for construction management advice; and Harry Derkalousdian and Mike Conkel from Geocon West for geotechnical and Phase 1 analysis; Placentia Police Chief Lenyi, Captain James McElhinney, and Senior Management Analyst Julie Kennicutt; and Deputy City Administrator Ramirez and Public Safety Communications Manager Stephanie Acosta-Reyes.

Speaking as a member of the Public Safety Facility Ad-Hoc Committee, Mayor Green stated that a goal of the Committee was to build for the future. He discussed the poor conditions in the leased building currently used for Police evidence storage. He stressed the importance the Committee placed on having a Police Department shooting range in the City and the existing security at the proposed location for the project at the City Corporate Yard.

Councilmember and Public Safety Facility Ad-Hoc Committee Member Smith stated that a tremendous amount of consideration has been put forth on this project by the Committee with the support of Staff and consultants.

City Administrator Arrula introduced an additional presentation which included an analysis of current commercial property listings within the City identifying any potential building that the City could purchase for use as a Police evidence facility in lieu of constructing a new facility at the City Yard.

Larry Kosmont summarized the findings of the analysis and noted that of the 10 commercial properties listed in Placentia, only 1907 Nancita Circle was a possible fit with the identified parameters not including the shooting range. He summarized the cost to the City for the purchase of and necessary improvements to the Nancita property.

Discussion followed regarding the project cost estimates presented to Council in December 2020, the current cost estimates, and the projected costs of purchasing and improving an existing commercial property.

Consultant Danny Kaye discussed the projected costs of improvements to the Nancita property and how he arrived at the total projected expense.

Mayor Pro Tem Wanke suggested that, as a less costly alternative, an attempt could be made to utilize more of the existing structure on the Nancita property. He stated his opinion that the proposed cost of improvements was extremely overestimated, especially the professional fees.

Discussion ensued among the City Council, Staff, and the consultants regarding the cost estimates, the location of Dispatch, the option to include a shooting range, the actual space needed in the new facility, the Ad-Hoc Committee's access to information and the Committee's recommendations, and the validity of the cost estimates.

Chief of Police Lenyi stated that security features that are valuable for a Public Safety Facility are already in place at the Corporate Yard.

Mayor Pro Tem Wanke asked if there was a reason that the Police evidence storage could not continue to be on property not owned by the City and he asked for confirmation that the refrigerated storage and a vault were required in the new facility.

Councilmember Shader requested clarification on Staff's recommended option.

Mayor Pro Tem Wanke discussed the lack of detail in the site plans and expressed his opinion that the current planned shooting range was inadequate. He stated that he did not feel comfortable with the total projected cost and the lack of detailed plans. He requested the names of the members of the Ad-Hoc Committee, which was composed of Mayor Green, Councilmember Smith, City Administrator Arrula, Chief of Police Lenyi, Captain James McElhinney, Senior Management Analyst Julie Kennicutt, Sergeant David Radomski, Director of Finance Jessica Brown, Deputy City Administrator Luis Estevez, Deputy City Administrator Rosanna Ramirez, Public Safety Communications Manager Stephanie Acosta-Reyes, and Financial Consultant Robert Torrez.

Discussion continued among the City Council, Staff, and the consultants regarding who first saw the need for and envisioned the new Public Safety Facility; Police evidence storage; Public Safety Facilities in other cities; frequency of and attendance at meetings regarding the project; the proposed method of construction; Totum Consulting's experience with shooting ranges, evidence storage, high security facilities, and cold storage; the cost increase since December 2020; and the accuracy of the lease rate analysis.

Mayor Green stated that the shooting range is not optional in his opinion and must be included in the final plan.

City Administrator Arrula introduced Police Captain James McElhinney and Senior Management Analyst Kennicutt to discuss their visits to other cities' Police facilities and their thoughts on the project proposal.

Councilmember Yamaguchi requested clarification on the quote received by the City Council in December 2020 and what was included in that proposal. He stated that he could not put his faith in the numbers being presented.

Consultant Wil Sohlt discussed the lease rate analysis which included tenant improvements, common area maintenance, electricity costs, overhead costs, and assumed escalation in lease rates before the purchase could be completed. He stated that he is comfortable with the analysis provided.

Councilmember Yamaguchi requested clarification from Police Department (PD) Staff regarding research into scrubbers, environmental issues, and time restrictions which accompany shooting ranges in this area. He asked if getting vehicles into the shooting range was a non-negotiable requirement and if the current size of the proposed shooting range would allow for renting the range to outside agencies. Councilmember Yamaguchi requested more detail on the proposed PD salary savings attached to having a City-owned shooting range and any additional costs that may arise due to the operation of the shooting range. He asked Consultant Danny Kaye to clarify the heating and air conditioning costs in the recommended alternative and Staff's previous assumption that the facility would be power neutral. He asked if the classification and building code requirements of an Essential Service Facility were considered in the proposal. He questioned Kosmont Consulting's experience with shooting ranges, dispatch centers, and emergency operations centers.

Councilmember Yamaguchi stated that he has a strong relationship with dispatchers, and he believes that Placentia has no business dispatching the Fire Services. He noted that he cannot support the proposed project. He requested that the Ad-Hoc Committee meet to discuss the option of purchasing a private sector building and separately building storage and a shooting range at the City Yard.

Mayor Pro Tem Wanke reiterated that he was not comfortable with the numbers or the lack of detail provided in the plans. He supports having a City-owned shooting range, but it must be larger than the proposed 20 feet wide. He stated that he does not support moving Dispatch from City Hall.

There was additional discussion between the City Council, Staff, and the consultants regarding the current floor plan and engaging an architect to get to the planning stage.

Councilmember Shader stated that she is very uncomfortable having PD evidence in a leased building and the City should own the building which houses those important items. She stated that Placentia has decided to be a public safety city and she approved the plan to move Dispatch and build a City-owned shooting range. She mentioned that the new Public Safety Facility will be an asset for the City to offset the new debt. She stated that she supported Alternative 1 which would provide the majority of the project and save two (2) million dollars in construction costs.

Motion by Shader to approve Alternative 1 which included a 7,654 square foot first floor, a 3,500 square foot second floor mezzanine, and an at-grade 2,860 square foot shooting range. The motion died due to lack of a second.

Motion by Green, seconded by Smith, carried a (2-3, Shader, Yamaguchi, and Wanke voted no) vote to defeat the approval of the Staff Recommended Alternative which included a 7,454 square foot first floor, a full second floor, and an at-grade 2,860 square foot shooting range.

Motion by Yamaguchi for the Public Safety Facility Ad-Hoc Committee to meet to consider the Kosmont Study, review alternatives, and come back to Council with a revised proposal at a future Study Session.

Mayor Pro Tem Wanke amended the motion put forth by Councilmember Yamaguchi to add direction to the Public Safety Facility Ad-Hoc Committee to investigate the option of purchasing a commercial building. Discussion continued without a second or a vote.

Mayor Green asked how long the process of engaging an architect to present detailed plans would take.

There was further discussion among the City Council and Staff regarding timing, a risk-benefits analysis and the current market, and alternative directions including a design-bid-build process.

Mayor Pro Tem Wanke stated that he wanted to start the process over and did not believe that the process was handled correctly from the beginning. He suggested that the City Council and Staff determine exactly what the City wants and needs in a Public Safety Facility.

City Administrator Arrula noted that the City has an active Request for Proposals (RFP) for architectural engineering services for this project which is due to close on April 22, 2021. He estimated that designs could be finalized in six (6) to nine (9) months.

Councilmember Shader requested the bond interest rate outlook over the next year and, based on that outlook, how the bond assumptions would change.

City Administrator Arrula asked for clarification on what the City Council is seeking regarding this project moving forward.

Councilmember Yamaguchi requested that the engineering and architectural agreement be awarded with a cancellation at 30% clause.

City Administrator Arrula clarified that if the City Council wants the most accurate and lowest construction figure, it would require a traditional design-bid-build process. He deferred to Consultant Danny Kaye to confirm that he would be able to harden the proposed figures with 10% schematics.

City Administrator Arrula discussed the amended plan which included closing the RFP, selection of a Consultant, and bringing it back to City Council for approval possibly in May 2021.

Mayor Pro Tem Wanke requested a copy of the RFP for architectural engineering services.

Motion by Green, seconded by Wanke, carried a (5-0) vote to continue the entire project but not bring bonding to City Council until the architect has sufficient detail to present updated budgetary figures with schematics to City Council.

City Administrator Arrula stated for clarification that a first floor full buildout, a second floor full buildout, the Public Safety Communications Center, and the shooting range are all items that the City Council wants to include as Staff gives direction to the architectural and engineering consultant for the purposes of preparing numbers. There was City Council consensus that those assumptions were correct. Councilmember Yamaguchi reiterated his request that an exit clause, after reaching a certain stage, would be written into the consultant's agreement.

The City Council's direction for the scope of service was Staff's recommended alternative: a total of 17,768 square foot, full first and second floors, with an at-grade 2,860 square foot shooting range.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Smith requested that Staff review the Placentia Municipal Code (PMC) relating to recreational vehicle storage in or on residential parcels, both self-propelled and those that are towable in Placentia.

Councilmember Yamaguchi asked that documents supporting Staff reports be delivered to City Council earlier.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 11:10 p.m. in memory of Tien Van Nguyen, father of Placentia Library District Executive Director Jeanette Contreras and Joanne McGee, retired schoolteacher and mother of longtime Placentia resident and Republic Services Representative Mark McGee to a regular City Council meeting on Tuesday, April 20, 2021 at 6:00 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/Agency Secretary

City of Placentia
Check Register
For 04/20/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 503,955.81

Check Totals by ID

AP	503,955.81
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
Check Total: 503,955.81

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	388,721.93
117-Measure U Fund (0079)	17,112.49
205-State Gas Tax (0017)	9,142.92
208-Scssr Agncy Ret Oblg (0054)	204.31
225-Asset Seizure (0021)	832.89
227-Explorer Grant NOC (0076)	0.19
229-Comm Trans Hous Grant (0062)	0.47
231-Placentia Reg Nav Cent(0078)	158.05
260-Street Lighting District (0028)	3,086.85
265-Landscape Maintenance (0029)	22,097.76
275-Sewer Maintenance (0048)	1,593.00
280-Misc Grants Fund (0050)	9,534.94
501-Refuse Administration (0037)	14,101.23
601-Employee Health & Wifre (0039)	7,051.29
605-Risk Management (0040)	1,661.00
701-Special Deposits (0044)	28,656.49

Check Total: 503,955.81

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 04/13/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 03/20/21 PD 03/26/21	0048-2196 Garnishments W/H	PY21006	46.15	2700/2101006		00107392	04/02/2021
MW OH	CALIFORNIA STATE V004813	PE 03/20/21 PD 03/26/21	0010-2196 Garnishments W/H	PY21006	1,544.75	2700/2101006		00107392	04/02/2021
MW OH	CALIFORNIA STATE V004813	PE 03/20/21 PD 03/26/21	0037-2196 Garnishments W/H	PY21006	69.23	2700/2101006		00107392	04/02/2021
MW OH	CALIFORNIA STATE V004813	PE 03/20/21 PD 03/26/21	0029-2196 Garnishments W/H	PY21006	9.23	2700/2101006		00107392	04/02/2021
Check Total:					1,669.36				
MW OH	FRANCHISE TAX BOARD V000404	PE 03/20/21 PD 03/26/21	0010-2196 Garnishments W/H	PY21006	556.38	2710/2101006		00107393	04/02/2021
Check Total:					556.38				
MW OH	ORANGE COUNTY V000699	PE 03/20/21 PD 03/26/21	0048-2176 PCEA/OCEA Assoc Dues	PY21006	14.72	2610/2101006		00107394	04/02/2021
MW OH	ORANGE COUNTY V000699	PE 03/20/21 PD 03/26/21	0037-2176 PCEA/OCEA Assoc Dues	PY21006	1.63	2610/2101006		00107394	04/02/2021
MW OH	ORANGE COUNTY V000699	PE 03/20/21 PD 03/26/21	0054-2176 PCEA/OCEA Assoc Dues	PY21006	2.20	2610/2101006		00107394	04/02/2021
MW OH	ORANGE COUNTY V000699	PE 03/20/21 PD 03/26/21	0010-2176 PCEA/OCEA Assoc Dues	PY21006	409.07	2610/2101006		00107394	04/02/2021
MW OH	ORANGE COUNTY V000699	PE 03/20/21 PD 03/26/21	0029-2176 PCEA/OCEA Assoc Dues	PY21006	5.28	2610/2101006		00107394	04/02/2021
Check Total:					432.90				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 03/20/21 PD 03/26/21	0037-2176 PCEA/OCEA Assoc Dues	PY21006	0.17	2615/2101006		00107395	04/02/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 03/20/21 PD 03/26/21	0029-2176 PCEA/OCEA Assoc Dues	PY21006	0.54	2615/2101006		00107395	04/02/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 03/20/21 PD 03/26/21	0048-2176 PCEA/OCEA Assoc Dues	PY21006	1.54	2615/2101006		00107395	04/02/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 03/20/21 PD 03/26/21	0054-2176	PY21006	0.23	2615/2101006		00107395	04/02/2021

**City of Placentia
Check Register
For 04/13/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	CE 03/20/21 PD 03/26/21	0010-2176 PCEA/OCEA Assoc Dues	PY21006	42.52	2615/2101006		00107395	04/02/2021
Check Total:					45.00				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0054-2170 Deferred Comp Payable - ICMA	PY21006	8.25	2606/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0048-2170 Deferred Comp Payable - ICMA	PY21006	111.79	2606/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0010-2170 Deferred Comp Payable - ICMA	PY21006	2,011.00	2606/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0037-2170 Deferred Comp Payable - ICMA	PY21006	28.72	2606/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0029-2170 Deferred Comp Payable - ICMA	PY21006	165.35	2606/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0010-2170 Deferred Comp Payable - ICMA	PY21006	1,163.06	2608/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0037-2170 Deferred Comp Payable - ICMA	PY21006	12.84	2608/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0054-2170 Deferred Comp Payable - ICMA	PY21006	9.17	2608/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0048-2170 Deferred Comp Payable - ICMA	PY21006	9.17	2608/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0037-2170 Deferred Comp Payable - ICMA	PY21006	9.03	2609/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0054-2170 Deferred Comp Payable - ICMA	PY21006	6.45	2609/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0010-2170 Deferred Comp Payable - ICMA	PY21006	120.56	2609/2101006		00107396	04/02/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 03/20/21 PD 03/26/21	0048-2170 Deferred Comp Payable - ICMA	PY21006	6.45	2609/2101006		00107396	04/02/2021

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				Check Total:	3,661.84				
MW OH	AT & T MOBILITY V008709	MARCH IPAD CHARGES	109595-6215 Telephone	AP040221	644.43	X03152021		00107397	04/02/2021
				Check Total:	644.43				
MW OH	AT&T MOBILITY V011025	PW WIRELESS CHARGES	109595-6215 Telephone	AP040221	1,526.27	17645319		00107398	04/02/2021
MW OH	AT&T MOBILITY V011025	FEB PD, FD WIRELESS CHARGES	109595-6215 Telephone	AP040221	3,422.54	17651394		00107398	04/02/2021
				Check Total:	4,948.81				
MW OH	BEAR ELECTRICAL V010997	JAN RESPONSE SIGNAL MAINT	103590-6099 Professional Services	AP040221	3,528.35	12156	P11754	00107399	04/02/2021
				Check Total:	3,528.35				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP040221	332.39	72883311		00107400	04/02/2021
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP040221	334.85	72883312		00107400	04/02/2021
				Check Total:	667.24				
MW OH	CANON FINANCIAL SERVICES V008979	MARCH COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP040221	254.09	26432506		00107401	04/02/2021
MW OH	CANON FINANCIAL SERVICES V008979	DEC-FEB COLOR COPIER USAGE	109595-6175 Office Equipment Rental	AP040221	2,087.72	26432507		00107401	04/02/2021
				Check Total:	2,341.81				
MW OH	CBE V008124	2/20-3/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP040221	50.75	IN2364075		00107402	04/02/2021
				Check Total:	50.75				
MW OH	CENTURY BUSINESS V010180	DEC FD STN 1 PRINTER LEASE	109595-6175 Office Equipment Rental	AP040221	70.69	AR11758.		00107403	04/02/2021
MW OH	CENTURY BUSINESS V010180	DEC NS COPIER LEASE	104071-6301 Special Department Supplies	AP040221	188.36	AR11759.		00107403	04/02/2021

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MW OH	CENTURY BUSINESS V010180	SEPT-DEC COPIER OVERAGES	109595-6175 Office Equipment Rental	AP040221	1,683.48	AR11920.		00107403	04/02/2021
MW OH	CENTURY BUSINESS V010180	SEPT-DEC COPIER OVERAGES	109595-6175 Office Equipment Rental	AP040221	897.94	AR12083.		00107403	04/02/2021
MW OH	CENTURY BUSINESS V010180	JAN DISPATCH COPIER LEASE	109595-6175 Office Equipment Rental	AP040221	219.89	AR12343.		00107403	04/02/2021
MW OH	CENTURY BUSINESS V010180	JAN FD COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP040221	255.56	AR12344.		00107403	04/02/2021
MW OH	CENTURY BUSINESS V010180	DEC-MARCH COPIER USAGE	109595-6175 Office Equipment Rental	AP040221	469.96	AR15465		00107403	04/02/2021
Check Total:					3,785.88				
MW OH	CITY OF BREA V000125	OLD TOWN POSTERS	103550-6230 Printing & Binding	AP040221	129.30	ASBS001621		00107404	04/02/2021
Check Total:					129.30				
MW OH	COAST EMS LLC V011441	N95 MASKS	103066-6362 / 50500-6362 Emergency Medical Supples	AP040221	1,097.83	9013		00107405	04/02/2021
MW OH	COAST EMS LLC V011441	N95 MASKS	103066-6362 / 50500-6362 Emergency Medical Supples	AP040221	1,097.83	9014		00107405	04/02/2021
MW OH	COAST EMS LLC V011441	MEDICAL AID SUPPLIES	103066-6362 Emergency Medical Supples	AP040221	909.75	9233		00107405	04/02/2021
MW OH	COAST EMS LLC V011441	MEDICAL AID SUPPLIES	103066-6362 Emergency Medical Supples	AP040221	465.50	9234		00107405	04/02/2021
Check Total:					3,570.91				
MW OH	DUDEK & ASSOCIATES INC V004114	DEC ON CALL ARBORIST SVS	791103-6185 Construction Services	AP040221	1,172.00	202010357		00107406	04/02/2021
MW OH	DUDEK & ASSOCIATES INC V004114	JAN ON CALL ARBORIST SVS	791103-6185 Construction Services	AP040221	785.00	202100809		00107406	04/02/2021
Check Total:					1,957.00				
MW OH	ECONOLITE SYSTEMS INC	TRAFFIC MGMT SOFTWARE	103590-6365	AP040221	7,650.00	33865	P11986	00107407	04/02/2021

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	V000360		Computer Software					
				Check Total:	7,650.00			
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP040221	212.57 261846	P11854	00107408	04/02/2021
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP040221	228.85 C73337	P11854	00107408	04/02/2021
				Check Total:	441.42			
MW OH	FIRE SMART PROMOTIONS V011548	JR FIREFIGHTER HELMETS	103066-6401 Community Programs	AP040221	837.38 110864		00107409	04/02/2021
				Check Total:	837.38			
MW OH	FIREFIGHTERS SAFETY V011346	FD DUTY UNIFORM - MEDINA	103066-6360 Uniforms	AP040221	318.33 28366	P11829	00107410	04/02/2021
				Check Total:	318.33			
MW OH	FIS V008518	JAN B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP040221	1,436.02 34583725		00107411	04/02/2021
MW OH	FIS V008518	FEB B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP040221	3,379.16 34587751		00107411	04/02/2021
				Check Total:	4,815.18			
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	7.60 017851310		00107412	04/02/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	108.74 017852295		00107412	04/02/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	7.80 017855925		00107412	04/02/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	36.66 017857373		00107412	04/02/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	9.30 017885821		00107412	04/02/2021
MW OH	GALLS LLC	FD UNIFORMS	103066-6360	AP040221	99.42 017946073		00107412	04/02/2021

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	V000438		Uniforms						
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	28.03	017946081		00107412	04/02/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	486.07	017957760		00107412	04/02/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	5.34	017957764		00107412	04/02/2021
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP040221	5.34	017957765		00107412	04/02/2021
				Check Total:	794.30				
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	296561-6335 Water	AP040221	3,273.76	031821		00107413	04/02/2021
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	109595-6335 Water	AP040221	10,760.59	031821		00107413	04/02/2021
				Check Total:	14,034.35				
MW OH	HAGGERTY, PAUL R V011861	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP040221	100.00	30-21-010		00107414	04/02/2021
				Check Total:	100.00				
MW OH	HF&H CONSULTANTS LLC V010575	FEB SB1383 CONSULTING SVS	374386-6099 Professional Services	AP040221	1,170.00	9718061	P11907	00107415	04/02/2021
				Check Total:	1,170.00				
MW OH	HI SIGN V010900	SWAT TRUCK GRAPHICS	103041-6099 Professional Services	AP040221	1,379.20	8837		00107416	04/02/2021
				Check Total:	1,379.20				
MW OH	HOME DEPOT CREDIT V011713	MISC SUPPLIES	103066-6301 Special Department Supplies	AP040221	116.17	2040157		00107417	04/02/2021
MW OH	HOME DEPOT CREDIT V011713	TUFF SHED	103066-6301 Special Department Supplies	AP040221	2,578.00	2970549		00107417	04/02/2021
MW OH	HOME DEPOT CREDIT	FIRE TRAINING SUPPLIES	103066-6250	AP040221	32.31	3013568		00107417	04/02/2021

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	V011713		Staff Training						
MW OH	HOME DEPOT CREDIT V011713	WET/DRY VAC	103654-6301 Special Department Supplies	AP040221	362.04	3544009		00107417	04/02/2021
MW OH	HOME DEPOT CREDIT V011713	OXICLEAN	103654-6301 Special Department Supplies	AP040221	27.95	4065173		00107417	04/02/2021
Check Total:					3,116.47				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 3/20 PD 3/26	0037-2170 Deferred Comp Payable - ICMA	AP040221	71.45	PR2101006		00107418	04/02/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 3/20 PD 3/26	0029-2170 Deferred Comp Payable - ICMA	AP040221	9.53	PR2101006		00107418	04/02/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 3/20 PD 3/26	0048-2170 Deferred Comp Payable - ICMA	AP040221	47.64	PR2101006		00107418	04/02/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 3/20 PD 3/26	0054-2170 Deferred Comp Payable - ICMA	AP040221	54.17	PR2101006		00107418	04/02/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 3/20 PD 3/26	0010-2170 Deferred Comp Payable - ICMA	AP040221	3,083.46	PR2101006		00107418	04/02/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA-401 P/E 3/20 PD 3/26	0010-2170 Deferred Comp Payable - ICMA	AP040221	7,191.90	PR2101006A		00107418	04/02/2021
Check Total:					10,458.15				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP040221	1,239.86	4553118-00		00107419	04/02/2021
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP040221	589.38	4554883-00		00107419	04/02/2021
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP040221	1,528.72	4556335-00		00107419	04/02/2021
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP040221	1,169.05	4560870-00		00107419	04/02/2021
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP040221	652.07	4563358-00		00107419	04/02/2021
MW OH	IMPERIAL SPRINKLER	IRRIGATION SUPPLIES	296561-6130	AP040221	537.66	4564624-00		00107419	04/02/2021

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	V006506		Repair & Maint/Facilities						
				Check Total:	5,716.74				
MW OH	INTERNATIONAL ACADEMIE	DISPATCH TRAINING RE-TEST	101515-6250	AP040221	60.00	SIN261891		00107420	04/02/2021
	V011925		Staff Training						
				Check Total:	60.00				
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0010-2131	AP040221	567.75	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0010-2131	AP040221	837.85	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0010-2131	AP040221	1,080.73	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0054-2131	AP040221	28.60	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0054-2131	AP040221	23.22	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0054-2131	AP040221	44.84	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0048-2131	AP040221	44.84	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0048-2131	AP040221	110.82	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0037-2131	AP040221	62.78	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0037-2131	AP040221	216.55	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 3/20 PD 3/26	0029-2131	AP040221	19.82	PR2101006		00107421	04/02/2021
	V010625		Employer PARS/ARS Payable						
				Check Total:	3,037.80				
MW OH	KOA HILLS CONSULTING LLC	1-5 CONSULTING SVS	796103-6840	AP040221	612.50	7773	P11793	00107422	04/02/2021

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	V011519		Machinery & Equipment					
MW OH	KOA HILLS CONSULTING LLC V011519	10-11 CONSULTING SVS	796103-6840 Machinery & Equipment	AP040221	218.75 7797	P11793	00107422	04/02/2021
MW OH	KOA HILLS CONSULTING LLC V011519	15-16 CONSULTING SVS	796103-6840 Machinery & Equipment	AP040221	131.25 7817	P11793	00107422	04/02/2021
Check Total:					962.50			
MW OH	LIEBERT CASSIDY V000597	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040221	1,490.15 1516156		00107423	04/02/2021
MW OH	LIEBERT CASSIDY V000597	FEB LEGAL CONSULTING SVS	101512-6001 Management Consulting Services	AP040221	2,928.60 1516157		00107423	04/02/2021
Check Total:					4,418.75			
MW OH	MIDAMERICA V008972	4TH QTR 401A FEES	395083-6025 Third Party Administration	AP040221	160.00 MAR0000015987		00107424	04/02/2021
Check Total:					160.00			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP040221	380.49 67994		00107425	04/02/2021
Check Total:					380.49			
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	213041-6250 Staff Training	AP040221	15.00 CONROY		00107426	04/02/2021
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	213041-6250 Staff Training	AP040221	15.00 GILLIS 110620		00107426	04/02/2021
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	213041-6250 Staff Training	AP040221	15.00 LOMELI 110620		00107426	04/02/2021
Check Total:					45.00			
MW OH	PACIFIC EMBROIDERY V008348	EMBROIDERY SERVICES	102533-6360 Uniforms	AP040221	20.00 78662		00107427	04/02/2021
Check Total:					20.00			
MW OH	PARCEL PENDING INC V010976	PARCEL LOCKERS KEY	103654-6301 Special Department Supplies	AP040221	50.00 128586		00107428	04/02/2021

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				Check Total:	50.00			
MW OH	PSYCHOLOGICAL V009259	JUNE PRE-EMPLOYMENT EXAMS	101512-6099 Professional Services	AP040221	800.00 524082		00107429	04/02/2021
MW OH	PSYCHOLOGICAL V009259	AUG PRE-EMPLOYMENT EXAMS	101512-6099 Professional Services	AP040221	400.00 524107		00107429	04/02/2021
				Check Total:	1,200.00			
MW OH	QUADIENT FINANCE USA IN&DD FUNDS TO POSTAGE MACHINE V011439		109595-6325 Postage	AP040221	5,010.00 021521A		00107430	04/02/2021
				Check Total:	5,010.00			
MW OH	QUALITY CODE PUBLISHINGMUNICIPAL CODE SUPPLEMENT SVS V010866		101513-6299 Other Purchased Services	AP040221	1,937.15 2021-97		00107431	04/02/2021
				Check Total:	1,937.15			
MW OH	RIGEL PRODUCTS AND V010829	VEHICLE EQUIPMENT REPAIRS	103658-6137 Repair Maint/Equipment	AP040221	258.26 4005		00107432	04/02/2021
				Check Total:	258.26			
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMPS & BULBS	103654-6130 Repair & Maint/Facilities	AP040221	123.65 6483		00107433	04/02/2021
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMPS & BULBS	103655-6130 Repair & Maint/Facilities	AP040221	119.39 6484		00107433	04/02/2021
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMPS & BULBS	103654-6130 Repair & Maint/Facilities	AP040221	549.05 6485		00107433	04/02/2021
				Check Total:	792.09			
MW OH	SERNA, MARIO V004667	TOOLS REIMBURSEMENT	103658-6350 Small Tools/Equipment	AP040221	500.00 03242021		00107434	04/02/2021
				Check Total:	500.00			
MW OH	SITEONE LANDSCAPE V011004	TREES	103655-6301 Special Department Supplies	AP040221	132.48 106707571-001		00107435	04/02/2021
MW OH	SITEONE LANDSCAPE V011004	TREES	103655-6301 Special Department Supplies	AP040221	248.63 106868113-001		00107435	04/02/2021

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				Check Total:	381.11				
MW OH	SO CAL GAS V000909	FEB-MARCH GAS CHARGES	109595-6340 Natural Gas	AP040221	1,520.89	033021		00107436	04/02/2021
				Check Total:	1,520.89				
MW OH	SOFTWARE ONE INC V011408	OFFICE 365, EXCHANGE LICENSE	101523-6136 Software Maintenance	AP040221	42,969.84	US-PSI-1029196P11946		00107437	04/02/2021
				Check Total:	42,969.84				
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 Electricity	AP040221	12,412.53	032621		00107438	04/02/2021
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP040221	28.10	032621		00107438	04/02/2021
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	296561-6330 Electricity	AP040221	50.75	032621		00107438	04/02/2021
				Check Total:	12,491.38				
MW OH	SOUTHERN CALIFORNIA V009955	FEB LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP040221	2,115.92	0000506795		00107439	04/02/2021
				Check Total:	2,115.92				
MW OH	SPARKLETTS V000967	MARCH FD1 COFFEE, WATER SVS	109595-6301 Special Department Supplies	AP040221	583.60	2055139 032021		00107440	04/02/2021
MW OH	SPARKLETTS V000967	MARCH FD2 COFFEE, WATER SVS	109595-6301 Special Department Supplies	AP040221	243.63	20555120 032021		00107440	04/02/2021
MW OH	SPARKLETTS V000967	MARCH DISPATCH FILTER SVS	109595-6301 Special Department Supplies	AP040221	53.98	20765979 032021		00107440	04/02/2021
MW OH	SPARKLETTS V000967	MARCH CH COFFEE, WATER SVS	109595-6301 Special Department Supplies	AP040221	2,420.55	4106122 031721		00107440	04/02/2021
				Check Total:	3,301.76				
MW OH	TIAA COMMERCIAL FINANCE V010867	APRIL PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP040221	2,175.92	8034205	P11794	00107441	04/02/2021
				Check Total:	2,175.92				

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MW OH	TIME WARNER CABLE V004450	MARCH PD FIBER CHARGES	109595-6215 Telephone	AP040221	619.00	0528002031421		00107442	04/02/2021
MW OH	TIME WARNER CABLE V004450	MARCH WHITTEN INTERNET	104071-6299 Other Purchased Services	AP040221	119.99	0619546031421		00107442	04/02/2021
Check Total:					738.99				
MW OH	TRAFFIC MANAGEMENT V008463	HIGHWAY GLASS BEADS	103652-6301 Special Department Supplies	AP040221	369.42	708943		00107443	04/02/2021
MW OH	TRAFFIC MANAGEMENT V008463	FAST DRY PAINT	103652-6301 Special Department Supplies	AP040221	1,065.73	712310		00107443	04/02/2021
MW OH	TRAFFIC MANAGEMENT V008463	SIGN MOUNT HARDWARE	103652-6310 Street Signs	AP040221	113.14	713232		00107443	04/02/2021
MW OH	TRAFFIC MANAGEMENT V008463	STREET SIGN BRACKET	103652-6310 Street Signs	AP040221	129.30	718112		00107443	04/02/2021
Check Total:					1,677.59				
MW OH	TRANSTECH ENGINEERS INC V011220	AUG ON CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP040221	1,080.00	20202797	P11924	00107444	04/02/2021
MW OH	TRANSTECH ENGINEERS INC V011220	FEB ON CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP040221	720.00	20204464R	P11924	00107444	04/02/2021
Check Total:					1,800.00				
MW OH	UNITED RENTALS NORTH V001082	AUGER RENTAL	103655-6170 Equipment & Tool Rental	AP040221	136.90	191473212-001		00107445	04/02/2021
MW OH	UNITED RENTALS NORTH V001082	AUGER RENTAL	103655-6170 Equipment & Tool Rental	AP040221	100.77	191473212-002		00107445	04/02/2021
MW OH	UNITED RENTALS NORTH V001082	CONCRETE PLANER RENTAL	103652-6170 Equipment & Tool Rental	AP040221	604.48	191899128-001		00107445	04/02/2021
Check Total:					842.15				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 3/20 PD 3/26	0010-2131 Employer PARS/ARS Payable	AP040221	1,643.13	PR2101006		00107446	04/02/2021
MW OH	US BANK PARS #6746022400	PARS P/E 3/20 PD 3/26	0010-2126	AP040221	1,643.13	PR2101006		00107446	04/02/2021

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	V008781		Employee PARS/ARS W/H						
				Check Total:	3,286.26				
MW OH	VERIZON WIRELESS V008735	MARCH PD WIRELESS CHARGES	109595-6215 Telephone	AP040221	2,854.18	9875927918		00107447	04/02/2021
MW OH	VERIZON WIRELESS V008735	MARCH CA IPAD CHARGES	109595-6215 Telephone	AP040221	38.01	9875927919		00107447	04/02/2021
MW OH	VERIZON WIRELESS V008735	MAR IPAD CHARGES	109595-6215 Telephone	AP040221	1,303.57	9875927920		00107447	04/02/2021
MW OH	VERIZON WIRELESS V008735	MAR COUNCIL IPAD CHARGES	109595-6215 Telephone	AP040221	220.95	9875927921		00107447	04/02/2021
MW OH	VERIZON WIRELESS V008735	MAR KRAEMER PUMP STN INTERNET	109595-6215 Telephone	AP040221	19.00	9875932377		00107447	04/02/2021
MW OH	VERIZON WIRELESS V008735	MAR KRAEMER PUMP STN INTERNET	109595-6215 / 21009-6215 Telephone	AP040221	19.01	9875932377		00107447	04/02/2021
				Check Total:	4,454.72				
MW OH	WELLS FARGO VENOR FIN V010076	APR DISPATCH COPIER LEASE	109595-6175 Office Equipment Rental	AP040221	219.89	5014309362		00107448	04/02/2021
				Check Total:	219.89				
MW OH	YORBA LINDA WATER V006633	MARCH SEWER CHARGES	484356-6297 Billing Services	AP040221	1,009.89	294353		00107449	04/02/2021
				Check Total:	1,009.89				
MW OH	ACOSTA, KAREN JEANINE V011841	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011309		00107450	04/06/2021
				Check Total:	43.00				
MW OH	ADAMSON, SUEANN MARIE V011834	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011298		00107451	04/06/2021
				Check Total:	43.00				
MW OH	AGUAS LOPEZ, LEONARDO V011790	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011243		00107452	04/06/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	43.00				
MW OH	ALATORRE, EMILY V011845	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011315		00107453	04/06/2021
				Check Total:	43.00				
MW OH	ALVARADO, MARIA V011809	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011233		00107454	04/06/2021
				Check Total:	43.00				
MW OH	ARRIAGA-MENDOZA, JOSE V009104	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011255		00107455	04/06/2021
MW OH	ARRIAGA-MENDOZA, JOSE V009104	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011259		00107455	04/06/2021
				Check Total:	86.00				
MW OH	BAKER, DAVID V011789	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011242		00107456	04/06/2021
				Check Total:	43.00				
MW OH	BARRIGA, LOURDES V007097	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011236		00107457	04/06/2021
				Check Total:	43.00				
MW OH	BECERRA, JOSE V011793	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011250		00107458	04/06/2021
				Check Total:	43.00				
MW OH	BENNETT, KIM V011867	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011197		00107459	04/06/2021
				Check Total:	43.00				
MW OH	BOARDMAN, ALEXIS V011814	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011269		00107460	04/06/2021
				Check Total:	43.00				
MW OH	BOTNARI, DAVID V011792	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011249		00107461	04/06/2021

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				Check Total:	43.00				
MW OH	CAMPOS, OLEGARIA V011851	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011321		00107462	04/06/2021
				Check Total:	43.00				
MW OH	CARBAJAL, JOSE V011828	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011289		00107463	04/06/2021
				Check Total:	43.00				
MW OH	CHACON, MARIO JIMINEZ V011810	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011237		00107464	04/06/2021
				Check Total:	43.00				
MW OH	CURTIS, NICHOLAS V011864	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011245		00107465	04/06/2021
				Check Total:	43.00				
MW OH	DRAKE, DAVID ALLEN V011863	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011208		00107466	04/06/2021
				Check Total:	43.00				
MW OH	DURAN, PEDRO V011803	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011263		00107467	04/06/2021
MW OH	DURAN, PEDRO V011803	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011264		00107467	04/06/2021
				Check Total:	86.00				
MW OH	DURAN, ROSELLE V011813	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011265		00107468	04/06/2021
				Check Total:	43.00				
MW OH	ESCATELAMADOR, ROSA V011866	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011277		00107469	04/06/2021
MW OH	ESCATELAMADOR, ROSA V011866	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011278		00107469	04/06/2021
				Check Total:	86.00				

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MW OH	FORONDA, GERARDO V011922	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011199		00107470	04/06/2021
				Check Total:	43.00				
MW OH	GALVEZ, STAN V011817	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011272		00107471	04/06/2021
				Check Total:	43.00				
MW OH	GARCES, MICHELLE V011771	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011186		00107472	04/06/2021
				Check Total:	43.00				
MW OH	GARCIA, JORDAN TAYLOR V011815	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011270		00107473	04/06/2021
				Check Total:	43.00				
MW OH	GEMMER, JASON C V011826	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011286		00107474	04/06/2021
				Check Total:	43.00				
MW OH	GENUINO, NESTOR V011832	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011293		00107475	04/06/2021
				Check Total:	43.00				
MW OH	GONZALEZ, ALBERTO V011791	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011246		00107476	04/06/2021
				Check Total:	43.00				
MW OH	GONZALEZ, JOSE CARLOS V011857	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011332		00107477	04/06/2021
				Check Total:	43.00				
MW OH	GONZALEZ, NESTOR I V011850	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011320		00107478	04/06/2021
				Check Total:	43.00				
MW OH	HUNG, MANH DAO V011843	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011311		00107479	04/06/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	43.00				
MW OH	JUAREZ, AMANDA N V011831	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011292		00107480	04/06/2021
				Check Total:	43.00				
MW OH	KESSMAN, BARBARA V011807	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011229		00107481	04/06/2021
				Check Total:	43.00				
MW OH	LOPEZ ARMENTA, JOSE V011798	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011258		00107482	04/06/2021
				Check Total:	43.00				
MW OH	LOPEZ, HECTOR V011783	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011206		00107483	04/06/2021
				Check Total:	43.00				
MW OH	LOPEZ, JOSE V011797	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011257		00107484	04/06/2021
				Check Total:	43.00				
MW OH	LOPEZ, PEDRO BACILIO V011929	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011201		00107485	04/06/2021
				Check Total:	43.00				
MW OH	LOPEZ, ROLAND DANIEL V011770	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011185		00107486	04/06/2021
				Check Total:	43.00				
MW OH	LOPEZ, SILVIA V011796	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011256		00107487	04/06/2021
				Check Total:	43.00				
MW OH	LY, JENNIFER V011835	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011299		00107488	04/06/2021
				Check Total:	43.00				
MW OH	MACLEOD, KELLYE ERIN	PARKING CITATION REFUND	100000-4410	AP040521	43.00	19011290		00107489	04/06/2021

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	V011829		City Ord Fines (Parking)						
				Check Total:	43.00				
MW OH	MACPACHECO, MARVIN V011823	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011281		00107490	04/06/2021
				Check Total:	43.00				
MW OH	MAGADAN, ISRAEL V011856	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011330		00107491	04/06/2021
				Check Total:	43.00				
MW OH	MARTIN DEL CAMPO, ALEXI V011846	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011316		00107492	04/06/2021
				Check Total:	43.00				
MW OH	MATKOVIC, ZHANA V011773	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011188		00107493	04/06/2021
				Check Total:	43.00				
MW OH	MEDINA, RICARDO V011806	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011227		00107494	04/06/2021
				Check Total:	43.00				
MW OH	MERRICK, DRAKE V011787	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011217		00107495	04/06/2021
				Check Total:	43.00				
MW OH	MINCHEY, KIMBERLY ANGE V011819	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011275		00107496	04/06/2021
				Check Total:	43.00				
MW OH	MORALES BENELIA V011808	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011230		00107497	04/06/2021
				Check Total:	43.00				
MW OH	MORALES, BENELIA V011805	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011226		00107498	04/06/2021

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				Check Total:	43.00				
MW OH	MORENO, MARIA E V011822	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011276		00107499	04/06/2021
				Check Total:	43.00				
MW OH	MOSTACERO, SARA V011776	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011194		00107500	04/06/2021
				Check Total:	43.00				
MW OH	NATIVIDAD, CHANELLE V011825	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011284		00107501	04/06/2021
				Check Total:	43.00				
MW OH	NAVA ORTEGA, VICTOR V011836	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011300		00107502	04/06/2021
				Check Total:	43.00				
MW OH	NBTY TRANSPORTATION INC V011811	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011239		00107503	04/06/2021
				Check Total:	43.00				
MW OH	NELSON, STANLEY J V011855	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011328		00107504	04/06/2021
				Check Total:	43.00				
MW OH	NGUYEN, KENNETH V011795	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011254		00107505	04/06/2021
				Check Total:	43.00				
MW OH	NGUYEN, MICHAEL HAI V011794	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011253		00107506	04/06/2021
				Check Total:	43.00				
MW OH	NORIEGA, EDWIN V011781	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011203		00107507	04/06/2021
				Check Total:	43.00				
MW OH	OREA, CESAR	PARKING CITATION REFUND	100000-4410	AP040521	43.00	19011288		00107508	04/06/2021

User: Teri Knutson

Report: AP1400M <3.01>: AP: Warrant List - Machine

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	V011827		City Ord Fines (Parking)						
				Check Total:	43.00				
MW OH	ORTIZ, MARIA V011853	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011324		00107509	04/06/2021
				Check Total:	43.00				
MW OH	PAIZ, SANDRA E V011840	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011307		00107510	04/06/2021
				Check Total:	43.00				
MW OH	PEREZ GUZMAN, ANGEL V011802	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011262		00107511	04/06/2021
				Check Total:	43.00				
MW OH	PINA, CECILIA V011785	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011210		00107512	04/06/2021
				Check Total:	43.00				
MW OH	PINA, CHRISTINA GRACE V011786	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011211		00107513	04/06/2021
				Check Total:	43.00				
MW OH	PORTELA FLORES, MANUEL V011847	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011317		00107514	04/06/2021
				Check Total:	43.00				
MW OH	REDDY, ABRAHIM V011779	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011202		00107515	04/06/2021
				Check Total:	43.00				
MW OH	RIVERA, MAGALLANES V011788	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011241		00107516	04/06/2021
				Check Total:	43.00				
MW OH	RODRIGUEZ RAMIREZ, JUAN V011778	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011200		00107517	04/06/2021

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				Check Total:	43.00				
MW OH	RUVALCABA, CHERI ANN V011782	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011205		00107518	04/06/2021
				Check Total:	43.00				
MW OH	RUVALCABA, FRANCISCO V011784	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011209		00107519	04/06/2021
				Check Total:	43.00				
MW OH	SANCHEZ, JOHNNY V011844	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011314		00107520	04/06/2021
				Check Total:	43.00				
MW OH	SERVIN BANDA, JOSE V011812	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011240		00107521	04/06/2021
				Check Total:	43.00				
MW OH	SHASHKIN, SAMANTHA ANN V011774	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011189		00107522	04/06/2021
				Check Total:	43.00				
MW OH	SOLOMON, VICKI M V011837	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011301		00107523	04/06/2021
				Check Total:	43.00				
MW OH	STREMBERT, JORGE LUIS V011777	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011195		00107524	04/06/2021
				Check Total:	43.00				
MW OH	UNITED SERVICE V011772	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011187		00107525	04/06/2021
				Check Total:	43.00				
MW OH	UNITED SERVICE V011772	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011196		00107525	04/06/2021
				Check Total:	86.00				
MW OH	URRUTIALUNA, EDUARDO V011849	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011319		00107526	04/06/2021

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				Check Total:	43.00				
MW OH	VALENZUELA, ISSAC V011775	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011192		00107527	04/06/2021
				Check Total:	43.00				
MW OH	VALENZUELA, PATRICIA V011858	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011335		00107528	04/06/2021
				Check Total:	43.00				
MW OH	VARGAS, MARTIN RUIZ V011854	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011327		00107529	04/06/2021
				Check Total:	43.00				
MW OH	VELASCO, RAUL V011833	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011294		00107530	04/06/2021
				Check Total:	43.00				
MW OH	VILLA, ROSALVA V011838	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011302		00107531	04/06/2021
				Check Total:	43.00				
MW OH	VILLASENOR, ANGEL V011842	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011310		00107532	04/06/2021
				Check Total:	43.00				
MW OH	WEBB, BRANDON T V011804	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011221		00107533	04/06/2021
				Check Total:	43.00				
MW OH	WILKINSON, EDWARD M V011830	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011291		00107534	04/06/2021
MW OH	WILKINSON, EDWARD M V011830	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011297		00107534	04/06/2021
				Check Total:	86.00				
MW OH	YURISELL, ENRIQUE V011865	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP040521	43.00	19011228		00107535	04/06/2021

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				Check Total:	43.00				
MW OH	ADAMSON POLICE V007539	CONCEALED VEST - MACCUBBIN	103041-6360 Uniforms	AP040921	767.18	INV341227		00107536	04/09/2021
				Check Total:	767.18				
MW OH	ALL CITY MANAGEMENT V000005	2/21-3/6 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP040921	3,267.22	69466	P11942	00107537	04/09/2021
				Check Total:	3,267.22				
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE DEPOSIT	795107-6185 Construction Services	AP040921	1,386.57	12689A	P12004	00107538	04/09/2021
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE DEPOSIT	795005-6185 Construction Services	AP040921	6,796.88	12690A	P12004	00107538	04/09/2021
				Check Total:	8,183.45				
MW OH	AT & T V008736	APRIL POWELL BLDG INTERNET	109595-6215 Telephone	AP040921	52.79	APRIL 2021		00107539	04/09/2021
MW OH	AT & T V008736	MARCH HVAC INTERNET	109595-6215 Telephone	AP040921	52.79	MAR HVAC 21		00107539	04/09/2021
				Check Total:	105.58				
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP040921	9.77	040121		00107540	04/09/2021
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	109595-6215 Telephone	AP040921	1,505.66	040121		00107540	04/09/2021
				Check Total:	1,515.43				
MW OH	AXIS GENERAL V011183	MARCH KRAEMER PUMP STN MAINT	103652-6099 / 21009-6099 Professional Services	AP040921	371.65	8147	P11770	00107541	04/09/2021
MW OH	AXIS GENERAL V011183	MARCH KRAEMER PUMP STN MAINT	103652-6099 Professional Services	AP040921	371.64	8147	P11770	00107541	04/09/2021
MW OH	AXIS GENERAL V011183	MARCH MELROSE PUMP STN MAINT	103652-6099 Professional Services	AP040921	743.29	8148	P11770	00107541	04/09/2021
MW OH	AXIS GENERAL	MAR PLACENTIA PUMP STN MAINT	103652-6099 / 21010-6099	AP040921	371.65	8149	P11770	00107541	04/09/2021

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	V011183		Professional Services					
MW OH	AXIS GENERAL V011183	MAR PLACENTIA PUMP STN MAINT	103652-6099 Professional Services	AP040921	371.64 8149	P11770	00107541	04/09/2021
				Check Total:	2,229.87			
MW OH	BISHOP CO V000107	TOOLS	103652-6301 Special Department Supplies	AP040921	604.32 INV-621264		00107542	04/09/2021
				Check Total:	604.32			
MW OH	CALIFORNIA BUILDING V010984	JAN-MARCH BLDG STANDARDS FEES	8044-2036 CBSC State Fee	AP040921	4,344.00 04012021		00107543	04/09/2021
MW OH	CALIFORNIA BUILDING V010984	JAN-MARCH BLDG STANDARDS FEES	800000-4160 Building Permits	AP040921	-434.40 04012021		00107543	04/09/2021
				Check Total:	3,909.60			
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP040921	250.46 72885584		00107544	04/09/2021
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP040921	497.91 72890536		00107544	04/09/2021
				Check Total:	748.37			
MW OH	CARL WARREN & CO V008011	MARCH LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP040921	1,661.00 CWC-2009644		00107545	04/09/2021
				Check Total:	1,661.00			
MW OH	CERTAPRO PAINTERS OF V011241	FIRE STATION PAINTING SVS	105105-6185 Construction Services	AP040921	4,200.00 8020	P11975	00107546	04/09/2021
				Check Total:	4,200.00			
MW OH	COUNTY OF ORANGE V008881	MARCH OCATS CLETS SVS	103043-6099 Professional Services	AP040921	1,104.51 SH 58826	P11803	00107547	04/09/2021
				Check Total:	1,104.51			
MW OH	CSULB V011618	SEXUAL ASSAULT INVEST REG	213041-6250 Staff Training	AP040921	133.00 042921		00107548	04/09/2021
				Check Total:	133.00			

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MW OH	CVC AUDIO/VIDEO SUPPLY V000272	DVD'S FOR PD	103043-6301 Special Department Supplies	AP040921	397.67	84571		00107549	04/09/2021
Check Total:					397.67				
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP040921	0.50	041521		00107550	04/09/2021
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	100000-4160 Building Permits	AP040921	-800.95	041521		00107550	04/09/2021
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP040921	4,279.65	041521		00107550	04/09/2021
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP040921	11,731.90	041521		00107550	04/09/2021
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP040921	7.00	041521		00107550	04/09/2021
Check Total:					15,218.10				
MW OH	DIVISION OF THE STATE V008904	SB 1379 1ST QTR TAXES	100000-4101 Gross Receipts	AP040921	-5,086.80	040521		00107551	04/09/2021
MW OH	DIVISION OF THE STATE V008904	SB 1379 1ST QTR TAXES	0044-2032 SB 1186 BL State Fee	AP040921	5,652.00	040521		00107551	04/09/2021
MW OH	DIVISION OF THE STATE V008904	SB 1186 1ST QTR TAXES	100000-4101 Gross Receipts	AP040921	-0.70	040521		00107551	04/09/2021
MW OH	DIVISION OF THE STATE V008904	SB 1186 1ST QTR TAXES	0044-2032 SB 1186 BL State Fee	AP040921	1.00	040521		00107551	04/09/2021
Check Total:					565.50				
MW OH	ENTENMANN-ROVIN CO V000342	PD AWARD BARS	213041-6301 Special Department Supplies	AP040921	20.00	0150293-INA		00107552	04/09/2021
MW OH	ENTENMANN-ROVIN CO V000342	PD DISPLAY MEDALS	213041-6301 Special Department Supplies	AP040921	634.89	0153659-IN		00107552	04/09/2021
Check Total:					654.89				
MW OH	ENTERPRISE FLEET	MARCH PD VEHICLE LEASE PMT	103042-6165 / 50070-6165	AP040921	3,818.63	FBN4148068	P11818	00107553	04/09/2021

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	V003312		Vehicle Rental						
MW OH	ENTERPRISE FLEET V003312	MAR CHIEF'S VEHICLE LEASE PMT	798105-6165 Vehicle Rental	AP040921	688.29	FBN4148068	P11818	00107553	04/09/2021
				Check Total:	4,506.92				
MW OH	FEDEX V000394	SHIPPING CHARGES	101513-6325 Postage	AP040921	61.20	7-318-62689		00107554	04/09/2021
				Check Total:	61.20				
MW OH	FIDELITY SECURITY LIFE V008132	APRIL VISION INSURANCE PMT	395000-4740 ISF Employee Optical Costs	AP040921	2,603.86	164736841		00107555	04/09/2021
MW OH	FIDELITY SECURITY LIFE V008132	APRIL VISION INSURANCE PMT	395083-5164 Optical Insurance Premiums	AP040921	1,179.52	164736841		00107555	04/09/2021
				Check Total:	3,783.38				
MW OH	FIREMASTER V000409	FIRE EXTINGUISHERS	103658-6301 Special Department Supplies	AP040921	1,364.00	0000829433		00107556	04/09/2021
				Check Total:	1,364.00				
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	109595-6335 Water	AP040921	850.17	032621		00107557	04/09/2021
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	296561-6335 Water	AP040921	7,117.56	032621		00107557	04/09/2021
				Check Total:	7,967.73				
MW OH	GOVERNMENT FINANCE V001206	FY 2020 ACHIEVEMENT REVIEW FEE	102020-6099 Professional Services	AP040921	610.00	6664		00107558	04/09/2021
				Check Total:	610.00				
MW OH	GST V009410	MARCH IT SUPPORT SVS	101523-6290 Dept. Contract Services	AP040921	19,500.00	INV61236	P11777	00107559	04/09/2021
				Check Total:	19,500.00				
MW OH	HALO CONFIDENTIAL V011712	MARCH PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP040921	2,830.00	0173	P11861	00107560	04/09/2021
				Check Total:	2,830.00				

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MW OH	HI-WAY SAFETY RENTALS V000459	ORANGE CONES	103652-6305 Traffic Control Devices	AP040921	492.25	114023		00107561	04/09/2021
MW OH	HI-WAY SAFETY RENTALS V000459	NO PARKING SIGNS	103652-6310 Street Signs	AP040921	566.77	114107		00107561	04/09/2021
					Check Total:	1,059.02			
MW OH	HINDERLITER DE LLAMAS V000465	3RD QTR TRANSACTION TAX AUDIT	102020-6099 Professional Services	AP040921	7,667.19	SIN007423		00107562	04/09/2021
					Check Total:	7,667.19			
MW OH	HUNDSHAMER, LENNY J V011932	MARCH INVESTIGATION SVS	101512-6001 Management Consulting Services	AP040921	2,790.00	1025		00107563	04/09/2021
					Check Total:	2,790.00			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION CONTROLLERS	104071-6130 Repair & Maint/Facilities	AP040921	2,460.97	4573688-00		00107564	04/09/2021
					Check Total:	2,460.97			
MW OH	JOHN L HUNTER & V009056	JAN NPDES CONSULTING SVS	103593-6099 Professional Services	AP040921	2,243.75	PLA1MS412101 P11931		00107565	04/09/2021
					Check Total:	2,243.75			
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP040921	357.50	100951		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	0044-2042 / 45066-2042 Construction Deposits	AP040921	207.48	101893		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	102531-6099 / 45057-6099 Professional Services	AP040921	201.09	101895		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP040921	312.82	101899		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP040921	1,071.43	101900		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP040921	103.74	101901		00107566	04/09/2021

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MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP040921	435.71	101904		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP040921	491.56	101907		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP040921	22.34	101908		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP040921	41.50	101911		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP040921	1,182.65	101912		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP040921	89.38	101914		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP040921	89.37	101915		00107566	04/09/2021
MW OH	JONES & MAYER V009822	JAN LEGAL RETAINER FEES	101005-6005 Legal Services	AP040921	20,910.67	102033		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	0044-2042 / 45066-2042 Construction Deposits	AP040921	414.96	102369		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LITIGATION SERVICES	102531-6099 / 45057-6099 Professional Services	AP040921	290.48	102371		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LITIGATION SERVICES	101005-6006 Litigation	AP040921	178.76	102375		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040921	565.22	102376		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040921	165.99	102378		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040921	331.97	102381		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040921	248.98	102384		00107566	04/09/2021

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MW OH	JONES & MAYER V009822	FEB LITIGATION SERVICES	101005-6006 Litigation	AP040921	201.09	102385		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LITIGATION SERVICES	101005-6006 Litigation	AP040921	312.81	102386		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LITIGATION SERVICES	101005-6006 Litigation	AP040921	1,787.52	102387		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LITIGATION SERVICES	101005-6006 Litigation	AP040921	89.38	102388		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040921	20.75	102391		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LITIGATION SERVICES	101005-6006 Litigation	AP040921	134.06	102393		00107566	04/09/2021
MW OH	JONES & MAYER V009822	FEB LEGAL RETAINER FEES	101005-6005 Legal Services	AP040921	25,428.26	102521		00107566	04/09/2021
Check Total:					55,687.47				
MW OH	KENNICUTT, JULIE V009725	INTERVIEW PANEL SUPPLIES	103040-6301 Special Department Supplies	AP040921	90.00	21-20		00107567	04/09/2021
Check Total:					90.00				
MW OH	KIM, ROBERT V011934	DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	AP040921	100.00	30-21-025		00107568	04/09/2021
Check Total:					100.00				
MW OH	KOA HILLS CONSULTING LLC V011519	25 CONSULTING SVS	796103-6840 Machinery & Equipment	AP040921	481.25	7842	P11793	00107569	04/09/2021
Check Total:					481.25				
MW OH	KUSTOM SIGNALS INC V000548	4 LIDAR GUNS	503041-6840 Machinery & Equipment	AP040921	9,534.94	581677	P11988	00107570	04/09/2021
Check Total:					9,534.94				
MW OH	LEHR AUTO V009930	STRIP & REINSTALL UNIT 68	103041-6301 Special Department Supplies	AP040921	2,513.36	SI56674		00107571	04/09/2021

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				Check Total:	2,513.36				
MW OH	LENYI, DARIN V010245	FEB FASTRAK REIMBURSEMENT	103040-6301 Special Department Supplies	AP040921	13.32	DL032021		00107572	04/09/2021
				Check Total:	13.32				
MW OH	LN CURTIS & SONS V011267	PD UNIFORM - RUBALACA VA	103047-6360 Uniforms	AP040921	185.26	INV474894		00107573	04/09/2021
				Check Total:	185.26				
MW OH	LRM ASSOCIATES INC V011764	LANDSCAPE ARCHITECTURAL SVS	795101-6185 Construction Services	AP040921	3,800.00	92966	P11997	00107574	04/09/2021
				Check Total:	3,800.00				
MW OH	M JACK BROOKS JD V010723	MARCH CONSULTING SVS	102020-6099 Professional Services	AP040921	2,593.75	12 PFIN	P11767	00107575	04/09/2021
				Check Total:	2,593.75				
MW OH	MANAGED HEALTH V008122	MARCH EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP040921	455.91	PRM-060574		00107576	04/09/2021
MW OH	MANAGED HEALTH V008122	APRIL EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP040921	464.10	PRM-061390		00107576	04/09/2021
				Check Total:	920.01				
MW OH	MARIPOSA LANDSCAPES INC V000647	MARCH LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP040921	6,040.63	92661	P11749	00107577	04/09/2021
MW OH	MARIPOSA LANDSCAPES INC V000647	MARCH LANDSCAPE MAINT	173555-6115 Landscaping	AP040921	9,142.92	92661	P11749	00107577	04/09/2021
MW OH	MARIPOSA LANDSCAPES INC V000647	MARCH LANDSCAPE MAINT	103655-6115 Landscaping	AP040921	3,535.64	92661	P11749	00107577	04/09/2021
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP040921	1,600.40	92661	P11749	00107577	04/09/2021
				Check Total:	20,319.59				
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP040921	63.08	442094/5		00107578	04/09/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MC FADDEN-DALE V000635	PLEXIGLASS	103654-6301 Special Department Supplies	AP040921	36.30	442145/5		00107578	04/09/2021
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP040921	61.95	442295/5		00107578	04/09/2021
MW OH	MC FADDEN-DALE V000635	CLEAT RECEPTICAL	103654-6301 Special Department Supplies	AP040921	16.16	442623/5		00107578	04/09/2021
Check Total:					177.49				
MW OH	NATIONAL BUSINESS V000669	PD OFFICE FURNITURE	103040-6301 Special Department Supplies	AP040921	1,504.69	MK557786		00107579	04/09/2021
MW OH	NATIONAL BUSINESS V000669	PD OFFICE FURNITURE	103043-6301 Special Department Supplies	AP040921	594.99	MK557826		00107579	04/09/2021
MW OH	NATIONAL BUSINESS V000669	PD OFFICE FURNITURE	103040-6301 Special Department Supplies	AP040921	299.52	MK558625		00107579	04/09/2021
Check Total:					2,399.20				
MW OH	NOVA SECURITY SYSTEMS V009819	FOB READER & CONTROLLER	103654-6130 Repair & Maint/Facilities	AP040921	2,549.74	14660	P11996	00107580	04/09/2021
Check Total:					2,549.74				
MW OH	O'LEARY, KAREN V011926	SHIPPING REIMBURSEMENT	101513-6325 Postage	AP040921	10.71	050521		00107581	04/09/2021
MW OH	O'LEARY, KAREN V011926	NOTARY REIMBURSEMENT	101513-6255 Dues & Memberships	AP040921	40.00	050521		00107581	04/09/2021
MW OH	O'LEARY, KAREN V011926	NOTARY REIMBURSEMENT	101513-6255 Dues & Memberships	AP040921	19.26	050521		00107581	04/09/2021
MW OH	O'LEARY, KAREN V011926	NOTARY REIMBURSEMENT	101513-6255 Dues & Memberships	AP040921	35.00	050521		00107581	04/09/2021
MW OH	O'LEARY, KAREN V011926	SHIPPING REIMBURSEMENT	101513-6325 Postage	AP040921	10.71	050521		00107581	04/09/2021
Check Total:					115.68				
MW OH	OFFICE INDUSTRIES	OFFICE SUPPLIES	103040-6315	AP040921	127.68	67944		00107582	04/09/2021

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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	103650-6315 Office Supplies	AP040921	82.74	67969-1		00107582	04/09/2021
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP040921	197.11	68002		00107582	04/09/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP040921	48.71	B67944-1		00107582	04/09/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP040921	69.59	B67969-1		00107582	04/09/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP040921	14.14	B67994-1		00107582	04/09/2021
				Check Total:	539.97				
MW OH	ORANGE COUNTY V007306	MARCH PARKING CITATIONS	0044-2038 Parking Fines	AP040921	1,518.00	033121		00107583	04/09/2021
MW OH	ORANGE COUNTY V007306	3RD QTR ANIMAL SHELTER CONST	103045-6130 Repair & Maint/Facilities	AP040921	15,727.18	AC2190060	P11880	00107583	04/09/2021
				Check Total:	17,245.18				
MW OH	PACIFIC EMBROIDERY V008348	EMBROIDERY SERVICES	103658-6301 Special Department Supplies	AP040921	135.00	79514		00107584	04/09/2021
				Check Total:	135.00				
MW OH	PARKIN, JAMES V011933	DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	AP040921	100.00	30-21-030		00107585	04/09/2021
				Check Total:	100.00				
MW OH	PERRIN, PAUL L V010648	PRE-EMPLOYMENT POLYGRAPHS	103040-6099 Professional Services	AP040921	470.00	21-02		00107586	04/09/2021
MW OH	PERRIN, PAUL L V010648	PRE-EMPLOYMENT POLYGRAPH	103040-6099 Professional Services	AP040921	235.00	21-03		00107586	04/09/2021
				Check Total:	705.00				
MW OH	POWERSTRIDE BATTERY COBATTERY		103658-6134	AP040921	218.99	C 554041		00107587	04/09/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000785		Vehicle Repair & Maintenance						
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP040921	107.14	C 67635		00107587	04/09/2021
					Check Total:	326.13			
MW OH	PRINCIPAL LIFE V008141	APRIL DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	AP040921	821.70	APRIL 21		00107588	04/09/2021
MW OH	PRINCIPAL LIFE V008141	APRIL DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	AP040921	1,366.20	APRIL 21		00107588	04/09/2021
					Check Total:	2,187.90			
MW OH	R F DICKSON CO INC V011193	MARCH STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP040921	12,048.47	2510747	P11755	00107589	04/09/2021
					Check Total:	12,048.47			
MW OH	SAGECREST PLANNING AND V010576	MARCH BLDG PLAN CHECK SVS	102532-6290 Dept. Contract Services	AP040921	13,000.00	2421	P11738	00107590	04/09/2021
					Check Total:	13,000.00			
MW OH	SAWYER, TOM V011757	DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	AP040921	100.00	30-21-019		00107591	04/09/2021
					Check Total:	100.00			
MW OH	SHRED-IT USA V000905	FEB DOC SHREDDING SVS	374386-6299 Other Purchased Services	AP040921	286.16	8181601048		00107592	04/09/2021
					Check Total:	286.16			
MW OH	SITEONE LANDSCAPE V011004	PLANTS & TREES	103655-6301 Special Department Supplies	AP040921	915.00	106983274-001		00107593	04/09/2021
MW OH	SITEONE LANDSCAPE V011004	PLANTS/TREES MEDIAN RENO	103655-6301 Special Department Supplies	AP040921	5,534.56	104919759-001	P12005	00107593	04/09/2021
MW OH	SITEONE LANDSCAPE V011004	PLANTS/TREES MEDIAN RENO	103655-6301 Special Department Supplies	AP040921	2,423.00	106706900-001	P12005	00107593	04/09/2021
					Check Total:	8,872.56			
MW OH	SO CAL LAND MAINTENANCE	MARCH PARK MAINT SVS	103655-6115	AP040921	22,968.91	9448	P11748	00107594	04/09/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011102		Landscaping						
				Check Total:	22,968.91				
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL COSTS	109595-6330 / 21010-6330 Electricity	AP040921	135.95	033121		00107595	04/09/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL COSTS	286560-6330 Electricity	AP040921	3,086.85	033121		00107595	04/09/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL COSTS	296561-6330 Electricity	AP040921	123.97	033121		00107595	04/09/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL COSTS	109595-6330 Electricity	AP040921	16,714.37	033121		00107595	04/09/2021
				Check Total:	20,061.14				
MW OH	SUPERION LLC V005987	ELF FORM CONSULTING SVS	102020-6099 Professional Services	AP040921	540.00	311860		00107596	04/09/2021
MW OH	SUPERION LLC V005987	10/18-25 BI-TECH TRAINING	796103-6840 Machinery & Equipment	AP040921	960.00	298785	P11766	00107596	04/09/2021
MW OH	SUPERION LLC V005987	1/17-23 PROJECT MGMT	796103-6840 Machinery & Equipment	AP040921	80.00	307051	P11766	00107596	04/09/2021
				Check Total:	1,580.00				
MW OH	TERHALL, ANASTASIA V011930	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP040921	100.00	30-20-271		00107597	04/09/2021
				Check Total:	100.00				
MW OH	TIME WARNER CABLE V004450	APR CITY HALL SPECTRUM	109595-6215 Telephone	AP040921	1,245.96	0347700032521		00107598	04/09/2021
MW OH	TIME WARNER CABLE V004450	APR WHITTEN INTERNET SVS	109595-6215 Telephone	AP040921	645.61	0347726032521		00107598	04/09/2021
MW OH	TIME WARNER CABLE V004450	APRIL PW YARD INTERNET	109595-6215 Telephone	AP040921	645.61	0347858032621		00107598	04/09/2021
MW OH	TIME WARNER CABLE V004450	APR NAV CTR INTERNET	784070-6215 Telephone	AP040921	158.05	0570178032321		00107598	04/09/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	2,695.23				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	APRIL CONSULTING SVS	101001-6001 Management Consulting Services	AP040921	5,000.00	17003	P11757	00107599	04/09/2021
				Check Total:	5,000.00				
MW OH	TRAFFIC MANAGEMENT V008463	SIGN MOUNT HARDWARE	103652-6310 Street Signs	AP040921	246.53	698169		00107600	04/09/2021
				Check Total:	246.53				
MW OH	ULINE V006583	BOXES, PRINTER RIBBON	103043-6301 Special Department Supplies	AP040921	272.88	131175167		00107601	04/09/2021
MW OH	ULINE V006583	ID CARD PRINTER	103043-6301 Special Department Supplies	AP040921	2,729.68	131223551		00107601	04/09/2021
				Check Total:	3,002.56				
MW OH	UNITED RENTALS NORTH V001082	CONCRETE PLANER RENTAL	103652-6170 Equipment & Tool Rental	AP040921	835.28	192140044-001		00107602	04/09/2021
				Check Total:	835.28				
MW OH	WATERLOGIC AMERICAS LLC V010708	MARCH PD WATER SERVICE	103041-6301 Special Department Supplies	AP040921	57.10	564810		00107603	04/09/2021
				Check Total:	57.10				
MW OH	WAXIE SANITARY SUPPLY V001132	HAND SANITIZER	103654-6130 / 50500-6130 Repair & Maint/Facilities	AP040921	754.05	79815821		00107604	04/09/2021
				Check Total:	754.05				
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP040921	128.20	754064		00107605	04/09/2021
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP040921	63.56	754143		00107605	04/09/2021
				Check Total:	191.76				
MW OH	CALIFORNIA STATE V004813	PE 04/03/21 PD 04/09/21	0010-2196 Garnishments W/H	PY21007	1,544.75	2700/2101007		00107606	04/14/2021
MW OH	CALIFORNIA STATE	PE 04/03/21 PD 04/09/21	0029-2196	PY21007	9.23	2700/2101007		00107606	04/14/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004813		Garnishments W/H						
MW OH	CALIFORNIA STATE V004813	PE 04/03/21 PD 04/09/21	0048-2196 Garnishments W/H	PY21007	46.15	2700/2101007		00107606	04/14/2021
MW OH	CALIFORNIA STATE V004813	PE 04/03/21 PD 04/09/21	0037-2196 Garnishments W/H	PY21007	69.23	2700/2101007		00107606	04/14/2021
Check Total:					1,669.36				
MW OH	FRANCHISE TAX BOARD V000404	PE 04/03/21 PD 04/09/21	0010-2196 Garnishments W/H	PY21007	1,294.47	2710/2101007		00107607	04/14/2021
Check Total:					1,294.47				
MW OH	ORANGE COUNTY V000699	PE 04/03/21 PD 04/09/21	0037-2176 PCEA/OCEA Assoc Dues	PY21007	1.63	2610/2101007		00107608	04/14/2021
MW OH	ORANGE COUNTY V000699	PE 04/03/21 PD 04/09/21	0048-2176 PCEA/OCEA Assoc Dues	PY21007	14.42	2610/2101007		00107608	04/14/2021
MW OH	ORANGE COUNTY V000699	PE 04/03/21 PD 04/09/21	0062-2176 PCEA/OCEA Assoc Dues	PY21007	0.43	2610/2101007		00107608	04/14/2021
MW OH	ORANGE COUNTY V000699	PE 04/03/21 PD 04/09/21	0029-2176 PCEA/OCEA Assoc Dues	PY21007	6.44	2610/2101007		00107608	04/14/2021
MW OH	ORANGE COUNTY V000699	PE 04/03/21 PD 04/09/21	0054-2176 PCEA/OCEA Assoc Dues	PY21007	2.20	2610/2101007		00107608	04/14/2021
MW OH	ORANGE COUNTY V000699	PE 04/03/21 PD 04/09/21	0010-2176 PCEA/OCEA Assoc Dues	PY21007	407.61	2610/2101007		00107608	04/14/2021
MW OH	ORANGE COUNTY V000699	PE 04/03/21 PD 04/09/21	0076-2176 PCEA/OCEA Assoc Dues	PY21007	0.17	2610/2101007		00107608	04/14/2021
Check Total:					432.90				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 04/03/21 PD 04/09/21	0010-2176 PCEA/OCEA Assoc Dues	PY21007	42.37	2615/2101007		00107609	04/14/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 04/03/21 PD 04/09/21	0054-2176 PCEA/OCEA Assoc Dues	PY21007	0.23	2615/2101007		00107609	04/14/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 04/03/21 PD 04/09/21	0029-2176	PY21007	0.67	2615/2101007		00107609	04/14/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	CE 04/03/21 PD 04/09/21	0062-2176 PCEA/OCEA Assoc Dues	PY21007	0.04	2615/2101007		00107609	04/14/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CE 04/03/21 PD 04/09/21	0037-2176 PCEA/OCEA Assoc Dues	PY21007	0.17	2615/2101007		00107609	04/14/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CE 04/03/21 PD 04/09/21	0076-2176 PCEA/OCEA Assoc Dues	PY21007	0.02	2615/2101007		00107609	04/14/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CE 04/03/21 PD 04/09/21	0048-2176 PCEA/OCEA Assoc Dues	PY21007	1.50	2615/2101007		00107609	04/14/2021
Check Total:					45.00				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0037-2170 Deferred Comp Payable - ICMA	PY21007	30.16	2606/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0048-2170 Deferred Comp Payable - ICMA	PY21007	111.48	2606/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0010-2170 Deferred Comp Payable - ICMA	PY21007	1,644.40	2606/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0029-2170 Deferred Comp Payable - ICMA	PY21007	200.33	2606/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0054-2170 Deferred Comp Payable - ICMA	PY21007	8.31	2606/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0054-2170 Deferred Comp Payable - ICMA	PY21007	9.65	2608/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0037-2170 Deferred Comp Payable - ICMA	PY21007	13.51	2608/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0010-2170 Deferred Comp Payable - ICMA	PY21007	1,161.43	2608/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0048-2170 Deferred Comp Payable - ICMA	PY21007	9.65	2608/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 04/03/21 PD 04/09/21	0010-2170 Deferred Comp Payable - ICMA	PY21007	119.41	2609/2101007		00107610	04/14/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER PE 04/03/21 PD 04/09/21 V007191		0037-2170 Deferred Comp Payable - ICMA	PY21007	9.50	2609/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/03/21 PD 04/09/21 V007191		0054-2170 Deferred Comp Payable - ICMA	PY21007	6.79	2609/2101007		00107610	04/14/2021
MW OH	VANTAGEPOINT TRANSFER PE 04/03/21 PD 04/09/21 V007191		0048-2170 Deferred Comp Payable - ICMA	PY21007	6.79	2609/2101007		00107610	04/14/2021
Check Total:					3,331.41				
Type Total:					503,955.81				
Check Total:					503,955.81				

City of Placentia
Electronic Disbursement Register
For 04/20/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
					Grand Total:	471,715.89		

<u>EDR Totals by ID</u>	
AP	0.00
EP	471,715.89
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>	Void Total:	0.00
101-General Fund (0010)	397,245.84	EDR Total:	471,715.89
117-Measure U Fund (0079)	146.24		
208-Scssr Agncy Ret Oblg (0054)	2,890.23		
211-PEG Fund (0058)	11.41		
225-Asset Seizure (0021)	500.00		
227-Explorer Grant NOC (0076)	8.66		
228-NOC-Public Safety Grant(0061)	5,320.09		
229-Comm Trans Hous Grant (0062)	62.40		
265-Landscape Maintenance (0029)	1,165.17		
275-Sewer Maintenance (0048)	5,574.45		
501-Refuse Administration (0037)	3,379.77		
601-Employee Health & Wlfre (0039)	19,408.44		
605-Risk Management (0040)	36,003.19		

Electronic Disbursement Sub Totals: 471,715.89

ACH Payroll Direct Deposit for 04/09/2021: 456,776.85

Electronic Disbursement Total: 928,492.74

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 03/20/21 PD 03/26/21	0029-2170 Deferred Comp Payable - ICMA	PY21006	43.24	2995/2101006		00014393	04/02/2021
EP	ICMA RETIREMENT TRUST V000496	PE 03/20/21 PD 03/26/21	0037-2170 Deferred Comp Payable - ICMA	PY21006	163.40	2995/2101006		00014393	04/02/2021
EP	ICMA RETIREMENT TRUST V000496	PE 03/20/21 PD 03/26/21	0010-2170 Deferred Comp Payable - ICMA	PY21006	21,808.42	2995/2101006		00014393	04/02/2021
EP	ICMA RETIREMENT TRUST V000496	PE 03/20/21 PD 03/26/21	0048-2170 Deferred Comp Payable - ICMA	PY21006	353.18	2995/2101006		00014393	04/02/2021
EP	ICMA RETIREMENT TRUST V000496	PE 03/20/21 PD 03/26/21	0061-2170 Deferred Comp Payable - ICMA	PY21006	554.31	2995/2101006		00014393	04/02/2021
EP	ICMA RETIREMENT TRUST V000496	PE 03/20/21 PD 03/26/21	0054-2170 Deferred Comp Payable - ICMA	PY21006	161.70	2995/2101006		00014393	04/02/2021
Check Total:					23,084.25				
EP	PLACENTIA POLICE V000839	PE 03/20/21 PD 03/26/21	0010-2180 Police Mgmt Assn Dues	PY21006	804.14	2625/2101006		00014394	04/02/2021
Check Total:					804.14				
EP	PLACENTIA POLICE V003519	PE 03/20/21 PD 03/26/21	0010-2178 Placentia Police Assoc Dues	PY21006	2,428.18	2620/2101006		00014395	04/02/2021
EP	PLACENTIA POLICE V003519	PE 03/20/21 PD 03/26/21	0061-2178 Placentia Police Assoc Dues	PY21006	102.93	2620/2101006		00014395	04/02/2021
Check Total:					2,531.11				
EP	PLACENTIA FIREFIGHTERS V011878	P/E 3/20 PD 3/26	0010-2178 Placentia Police Assoc Dues	ACH032521	560.00	PR2101006		00014396	04/02/2021
Check Total:					560.00				
EP	AMERICAN FIDELITY V010011	P/E 3/20 PD 3/26	0010-2188 Health Care SSA	ACH040221	692.45	2096201A		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/20 PD 3/26	0010-2190 Dependent Care SSA	ACH040221	208.33	2096201A		00014397	04/02/2021
EP	AMERICAN FIDELITY	P/E 3/20 PD 3/26	0054-2188	ACH040221	5.69	2096201A		00014397	04/02/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010011		Health Care SSA						
EP	AMERICAN FIDELITY V010011	P/E 3/20 PD 3/26	0037-2188 Health Care SSA	ACH040221	8.93	2096201A		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/20 PD 3/26	0048-2188 Health Care SSA	ACH040221	16.65	2096201A		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/6, 3/12 PD 3/20, 3/26	0037-2155 Per Sec Plan - Opt. Life	ACH040221	17.36	D280551		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/6, 3/12 PD 3/20, 3/26	0010-2155 Per Sec Plan - Opt. Life	ACH040221	2,162.08	D280551		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/6, 3/12 PD 3/20, 3/26	0048-2155 Per Sec Plan - Opt. Life	ACH040221	143.34	D280551		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/6, 3/12 PD 3/20, 3/26	395000-2187 Voluntary Plan Life	ACH040221	1,834.94	D280551		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/6, 3/12 PD 3/20, 3/26	0054-2155 Per Sec Plan - Opt. Life	ACH040221	15.91	D280551		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/6, 3/12 PD 3/20, 3/26	0029-2155 Per Sec Plan - Opt. Life	ACH040221	14.81	D280551		00014397	04/02/2021
EP	AMERICAN FIDELITY V010011	P/E 3/6, 3/12 PD 3/20, 3/26	0061-2155 Per Sec Plan - Opt. Life	ACH040221	5.16	D280551		00014397	04/02/2021
				Check Total:	5,125.65				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0010-2140 Employee PERS W/H	ACH040221	128.15	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0010-2140 Employee PERS W/H	ACH040221	37,516.34	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0010-2150 Survivor Benefit Package	ACH040221	125.16	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0010-2195 PERS Uniform	ACH040221	30.14	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0029-2140 Employee PERS W/H	ACH040221	261.98	PR2101006		00014398	04/02/2021

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EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0029-2140 Employee PERS W/H	ACH040221	151.08	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0029-2150 Survivor Benefit Package	ACH040221	0.79	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0029-2195 PERS Uniform	ACH040221	0.44	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0037-2140 Employee PERS W/H	ACH040221	493.24	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0037-2140 Employee PERS W/H	ACH040221	361.54	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0037-2150 Survivor Benefit Package	ACH040221	1.13	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0048-2140 Employee PERS W/H	ACH040221	898.34	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0010-2140 Employee PERS W/H	ACH040221	58,125.59	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0048-2140 Employee PERS W/H	ACH040221	6.52	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0061-2195 PERS Uniform	ACH040221	1.32	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0048-2140 Employee PERS W/H	ACH040221	620.04	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0048-2150 Survivor Benefit Package	ACH040221	2.67	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0048-2195 PERS Uniform	ACH040221	0.70	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0054-2140 Employee PERS W/H	ACH040221	377.70	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0054-2140 Employee PERS W/H	ACH040221	290.23	PR2101006		00014398	04/02/2021

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EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0054-2150 Survivor Benefit Package	ACH040221	0.85	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0061-2140 Employee PERS W/H	ACH040221	978.30	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0061-2140 Employee PERS W/H	ACH040221	599.51	PR2101006		00014398	04/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/20 PD 3/26	0061-2150 Survivor Benefit Package	ACH040221	1.46	PR2101006		00014398	04/02/2021
Check Total:					100,973.22				
EP	EMPLOYMENT V010052	STATE TAX P/E 3/20 PD 3/26	0029-2135 Calif Income Tax W/H	ACH040221	59.43	PR2101006		00014399	04/02/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 3/20 PD 3/26	0037-2135 Calif Income Tax W/H	ACH040221	263.03	PR2101006		00014399	04/02/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 3/20 PD 3/26	0010-2135 Calif Income Tax W/H	ACH040221	25,479.57	PR2101006		00014399	04/02/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 3/20 PD 3/26	0048-2135 Calif Income Tax W/H	ACH040221	336.53	PR2101006		00014399	04/02/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 3/20 PD 3/26	0061-2135 Calif Income Tax W/H	ACH040221	294.19	PR2101006		00014399	04/02/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 3/20 PD 3/26	0054-2135 Calif Income Tax W/H	ACH040221	234.56	PR2101006		00014399	04/02/2021
Check Total:					26,667.31				
EP	INTERNAL REVENUE V010054	FICA-ER P/E 1/9 PD 1/15	0010-2130 Employer Soc Sec Payable	ACH040221	69.58	PR2101001A		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0010-2120 Employer Medicare Payable	ACH040221	9,077.05	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0010-2115 Employee Medicare W/H	ACH040221	9,077.05	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0029-2110 Federal Income Tax W/H	ACH040221	210.73	PR2101006		00014400	04/02/2021

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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0029-2115 Employee Medicare W/H	ACH040221	36.79	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0010-2110 Federal Income Tax W/H	ACH040221	68,857.42	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0029-2120 Employer Medicare Payable	ACH040221	36.79	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0061-2120 Employer Medicare Payable	ACH040221	115.96	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0037-2110 Federal Income Tax W/H	ACH040221	645.41	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0037-2115 Employee Medicare W/H	ACH040221	79.36	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0037-2120 Employer Medicare Payable	ACH040221	79.36	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0048-2110 Federal Income Tax W/H	ACH040221	928.62	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0048-2115 Employee Medicare W/H	ACH040221	134.54	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0048-2120 Employer Medicare Payable	ACH040221	134.54	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0054-2110 Federal Income Tax W/H	ACH040221	569.97	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0054-2115 Employee Medicare W/H	ACH040221	63.96	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0054-2120 Employer Medicare Payable	ACH040221	63.96	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0061-2110 Federal Income Tax W/H	ACH040221	706.17	PR2101006		00014400	04/02/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/20 PD 3/26	0061-2115 Employee Medicare W/H	ACH040221	115.96	PR2101006		00014400	04/02/2021

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				Check Total:	91,003.22				
EP	WASHINGTON STATE V011597	P/E 3/20 PD 3/26	0010-2196 Garnishments W/H	ACH040221	521.53	PR2101006		00014401	04/02/2021
				Check Total:	521.53				
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH032921	15.21	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH032921	205.21	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH032921	12.51	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	BEREAVEMENT FLOWERS	101001-6301 Special Department Supplies	ACH032921	63.81	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	COUNCIL B-DAY CAKES	101001-6301 Special Department Supplies	ACH032921	110.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN OC REG SUBSCRIPTION	101001-6320 Books & Periodicals	ACH032921	10.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEAL	101511-6245 Meetings & Conferences	ACH032921	3.21	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEAL	101511-6245 Meetings & Conferences	ACH032921	4.18	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH032921	46.41	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CM CONF REG - ARRUAL	101511-6245 Meetings & Conferences	ACH032921	325.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH032921	65.30	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH032921	27.13	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH032921	9.69	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	THERMOMETER	101511-6315 / 50500-6315 Office Supplies	ACH032921	21.74	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HR CONF REG - RAMIREZ	101512-6245 Meetings & Conferences	ACH032921	550.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HR CONF REG - MOHAN	101512-6245 Meetings & Conferences	ACH032921	550.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HR CONF REG - MUNOZ	101512-6245 Meetings & Conferences	ACH032921	550.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HR TRAINING WEBINAR	101512-6250 Staff Training	ACH032921	175.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HR TRAINING MATERIALS	101512-6250 Staff Training	ACH032921	149.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MMAC MEMBERSHIP - ORTEGA	101512-6255 Dues & Memberships	ACH032921	90.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH032921	69.65	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH TRAINING REG	101515-6250 Staff Training	ACH032921	730.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	NEW DISPATCHER TRAINING REG	101515-6250 Staff Training	ACH032921	200.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CPR TRAINING MANUAL	101515-6250 Staff Training	ACH032921	14.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101515-6301 Special Department Supplies	ACH032921	23.08	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101515-6301 Special Department Supplies	ACH032921	8.81	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101515-6301 Special Department Supplies	ACH032921	65.12	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN CONF CALL SVS	101523-6136 Software Maintenance	ACH032921	239.92	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	JAN ZOOM SERVICES	101523-6136 Software Maintenance	ACH032921	31.03	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN ZOOM ONLINE WEB SVS	101523-6136 Software Maintenance	ACH032921	31.03	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	ANNUAL APPLE LICENSE	101523-6136 Software Maintenance	ACH032921	99.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	ZOOM MTG SUBSCRIPTION	101523-6136 Software Maintenance	ACH032921	147.65	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	ZOOM WEBINAR SUBSCRIPTION	101523-6136 Software Maintenance	ACH032921	414.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN ZOOM MTG SVS	101523-6136 Software Maintenance	ACH032921	15.51	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6301 Special Department Supplies	ACH032921	70.68	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101523-6301 Special Department Supplies	ACH032921	4.99	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	ID MACHINE INK	101523-6301 Special Department Supplies	ACH032921	57.06	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	IPAD SCREEN PROTECTOR	101523-6301 Special Department Supplies	ACH032921	10.32	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6301 Special Department Supplies	ACH032921	41.29	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	IPAD CASES	101523-6301 Special Department Supplies	ACH032921	147.89	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	IT CABLES ORGANIZER	101523-6301 Special Department Supplies	ACH032921	17.27	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	IPHONE CHARGER	101523-6301 Special Department Supplies	ACH032921	19.56	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	IPAD	101523-6840 Machinery & Equipment	ACH032921	609.81	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	IPHONE	101523-6840 Machinery & Equipment	ACH032921	69.43	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN FASSTRAK SERVICES	102020-5199 Other Employee Benefits	ACH032921	325.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	1099 SOFTWARE	102020-6099 Professional Services	ACH032921	134.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN ZOOM SERVICES	102020-6245 Meetings & Conferences	ACH032921	15.51	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	BUDGET TRAINING REG - HOUN	102020-6250 Staff Training	ACH032921	85.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CSMFO MEMBERSHIP - GALVAN	102020-6255 Dues & Memberships	ACH032921	110.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	GAAFR 2020 MANUALS	102020-6315 Office Supplies	ACH032921	249.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CODE ENFORCEMENT BOOKS	102532-6320 Books & Periodicals	ACH032921	68.51	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CACEO MEMBERSHIP - PIVROFF	102533-6255 Dues & Memberships	ACH032921	95.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CACEO MEMBERSHIP - EADY	102533-6255 Dues & Memberships	ACH032921	95.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CCELETS MEMBERSHIP - KENNICUTT	103040-6255 Dues & Memberships	ACH032921	125.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FBI ASSOC MEMBERSHIP - LENYI	103040-6255 Dues & Memberships	ACH032921	125.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	IAPE MEMBERSHIP - KENNICUTT	103040-6255 Dues & Memberships	ACH032921	50.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	GPSCLEARS MEMBERSHIP - KENNICUTT	103040-6255 Dues & Memberships	ACH032921	51.50	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	BEREAVEMENT FLOWERS	103040-6301 Special Department Supplies	ACH032921	94.79	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	PD SUPPLIES	103040-6301 Special Department Supplies	ACH032921	35.23	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	SCREENCLOUD SOFTWARE	103040-6301 Special Department Supplies	ACH032921	400.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CURRENCY EXCHANGE FEE	103040-6301 Special Department Supplies	ACH032921	4.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OCCPSA ZOOM MTG FEES	103040-6301 Special Department Supplies	ACH032921	15.51	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	GETAC REPAIR PARTS	103041-6301 Special Department Supplies	ACH032921	269.69	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN PD MAPPING SOFTWARE SVS	103042-6290 Dept. Contract Services	ACH032921	15.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	USB DRIVES	103042-6301 Special Department Supplies	ACH032921	98.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	USB DRIVES	103042-6301 Special Department Supplies	ACH032921	43.08	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	RECORDER & HEADSET	103042-6301 Special Department Supplies	ACH032921	108.62	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CREDIT - RECORDER, HEADSET	103042-6301 Special Department Supplies	ACH032921	-65.24	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HEADSETS FOR INVESTIGATIONS	103042-6301 Special Department Supplies	ACH032921	173.52	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	RECORDING DEVICE	103042-6301 Special Department Supplies	ACH032921	24.42	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	LABELS	103043-6301 Special Department Supplies	ACH032921	4.56	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	GLOVES & WIPES	103043-6301 / 50500-6301 Special Department Supplies	ACH032921	1,104.22	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	LABLES, BOXES & ENVELOPES	103043-6301 / 50500-6301 Special Department Supplies	ACH032921	644.20	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	FD STATION SUPPLIES	103066-6137 Repair Maint/Equipment	ACH032921	86.48	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FD STATION SUPPLIES	103066-6137 Repair Maint/Equipment	ACH032921	197.03	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MAYDAY DRILL SUPPLIES	103066-6137 Repair Maint/Equipment	ACH032921	60.42	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FIRE STATION EQUIPMENT	103066-6170 Equipment & Tool Rental	ACH032921	57.52	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HOTEL DUE TO COVID - DOBINE	103066-6301 Special Department Supplies	ACH032921	307.59	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH032921	222.67	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103066-6315 Office Supplies	ACH032921	4.60	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MOVING BOXES - NEW CARPET	795005-6185 Construction Services	ACH032921	111.77	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103066-6325 Postage	ACH032921	37.05	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PRINTING SVS - PW CHARTS	103550-6230 Printing & Binding	ACH032921	16.49	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PW RETREAT SUPPLIES	103550-6245 Meetings & Conferences	ACH032921	36.28	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PW RETREAT MEALS	103550-6245 Meetings & Conferences	ACH032921	11.57	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PW RETREAT MEALS	103550-6245 Meetings & Conferences	ACH032921	146.52	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103550-6315 Office Supplies	ACH032921	36.40	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103550-6325 Postage	ACH032921	19.25	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	PESTICIDE MEMBERSHIP - NAJERA	103652-6301 Special Department Supplies	ACH032921	50.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PESTICIDE CERTIFICATE REG	103652-6301 Special Department Supplies	ACH032921	160.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PW SUPPLIES	103652-6301 Special Department Supplies	ACH032921	43.60	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CEMENT	103652-6301 Special Department Supplies	ACH032921	49.71	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	GRAFFITI REMOVAL SUPPLIES	103652-6301 Special Department Supplies	ACH032921	210.46	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PW SUPPLIES	103652-6301 Special Department Supplies	ACH032921	79.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	SANDBAGS FOR FD STN 2	103652-6301 Special Department Supplies	ACH032921	89.64	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	26.67	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	44.08	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FIRE STATION SIGNS	103654-6130 Repair & Maint/Facilities	ACH032921	77.24	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	131.83	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	20.82	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	SINK CARTRIDGE	103654-6130 Repair & Maint/Facilities	ACH032921	59.80	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	SINK CARTRIDGE ASSEMBLY KIT	103654-6130 Repair & Maint/Facilities	ACH032921	212.54	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	A/C TUBING	103654-6130 Repair & Maint/Facilities	ACH032921	19.56	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	EOC THERMOSTAT	103654-6130 Repair & Maint/Facilities	ACH032921	226.44	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	84.20	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	32.54	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	ROOF REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	46.27	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	25.59	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH032921	83.04	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH032921	14.13	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH032921	30.12	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MOVING SUPPLIES - NEW CARPET	103654-6301 Special Department Supplies	ACH032921	90.16	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103654-6301 Special Department Supplies	ACH032921	271.86	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	103654-6301 / 50500-6301 Special Department Supplies	ACH032921	21.74	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PARK BENCH REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	ACH032921	163.72	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PARK BENCH REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	ACH032921	35.84	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PARK REPAIR SUPPLIES	103655-6301 Special Department Supplies	ACH032921	89.31	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PARK REPAIR SUPPLIES	103655-6301 Special Department Supplies	ACH032921	53.69	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	PAPER TOWEL DISPENSER	103655-6301 Special Department Supplies	ACH032921	104.64	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - LENYI	103658-6345 Gasoline & Diesel Fuel	ACH032921	51.03	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	46.58	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - LENYI	103658-6345 Gasoline & Diesel Fuel	ACH032921	48.42	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	40.04	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	64.86	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	31.87	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	33.40	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	28.44	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	38.94	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	32.86	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	31.01	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	43.80	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - LENYI	103658-6345 Gasoline & Diesel Fuel	ACH032921	51.54	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	37.19	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	33.25	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	36.87	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PD GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH032921	44.71	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN REC SCHEDULING SVS	104070-6099 Professional Services	ACH032921	94.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE CALENDAR	104070-6315 Office Supplies	ACH032921	20.80	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH032921	50.61	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH032921	31.96	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH032921	54.84	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH032921	17.17	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH032921	125.24	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	JAN SPOTIFY SERVICES	104071-6299 Other Purchased Services	ACH032921	14.99	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	BEREAVEMENT FLOWERS	104071-6301 Special Department Supplies	ACH032921	108.75	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CREDIT - FOOD DISTRIBUTION	104071-6301 Special Department Supplies	ACH032921	-19.44	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	STORAGE CONTAINERS	104071-6301 Special Department Supplies	ACH032921	107.64	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CREDIT - WINTER EVENT	104071-6301 Special Department Supplies	ACH032921	-193.91	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	ICE	104071-6301 Special Department Supplies	ACH032921	4.62	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MOVING BOXES - NEW CARPET	104071-6301 Special Department Supplies	ACH032921	53.51	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	104071-6301 Special Department Supplies	ACH032921	131.42	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	POP-UP CANOPIES	104071-6301 Special Department Supplies	ACH032921	255.37	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CLEANING SUPPLIES	104071-6301 / 50500-6301 Special Department Supplies	ACH032921	325.40	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	CLEANING SUPPLIES	104071-6301 / 50500-6301 Special Department Supplies	ACH032921	661.59	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HAND SANITIZER REFILLS	104071-6301 / 50500-6301 Special Department Supplies	ACH032921	132.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HAND SANITIZER DISPENSERS	104071-6301 / 50500-6301 Special Department Supplies	ACH032921	413.22	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	HAND SANITIZERS	104071-6301 / 50500-6301 Special Department Supplies	ACH032921	89.64	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	XMAS COSTUME CLEANING SVS	104071-6301 / 79394-6301 Special Department Supplies	ACH032921	50.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	XMAS COSTUME CLEANING SVS	104071-6301 / 79394-6301 Special Department Supplies	ACH032921	187.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH032921	60.82	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	BLINDS FOR SR CENTER	104079-6301 Special Department Supplies	ACH032921	118.46	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	47.47	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	30.11	JANUARY 21		00014402	04/01/2021

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EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	28.53	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	44.54	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	45.12	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	22.30	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	52.19	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	49.97	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	109595-6301 Special Department Supplies	ACH032921	45.36	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	EMPLOYEE SUPPLIES	109595-6301 Special Department Supplies	ACH032921	686.39	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH032921	36.06	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH032921	27.68	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	STAFF PARKS TOUR MEALS	109595-6301 Special Department Supplies	ACH032921	235.02	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH032921	12.24	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	PRA TRAINING REG	213041-6250 Staff Training	ACH032921	500.00	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	USB PORT	581573-6301 Special Department Supplies	ACH032921	11.41	JANUARY 21		00014402	04/01/2021
EP	BANK OF AMERICA V008741	MOVING BOXES - NEW CARPET	795005-6185 Construction Services	ACH032921	34.47	JANUARY 21		00014402	04/01/2021

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				Check Total:	20,117.87				
EP	PRINCIPAL LIFE INSURANCE V011518	APRIL DENTAL CLAIMS	395083-5130 Dental Claim	ACH040721	17,573.50	APRIL 21		00014403	04/07/2021
				Check Total:	17,573.50				
EP	ICMA RETIREMENT TRUST V000496	PE 04/03/21 PD 04/09/21	0029-2170 Deferred Comp Payable - ICMA	PY21007	46.76	2995/2101007		00014404	04/14/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/03/21 PD 04/09/21	0037-2170 Deferred Comp Payable - ICMA	PY21007	166.95	2995/2101007		00014404	04/14/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/03/21 PD 04/09/21	0048-2170 Deferred Comp Payable - ICMA	PY21007	350.13	2995/2101007		00014404	04/14/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/03/21 PD 04/09/21	0010-2170 Deferred Comp Payable - ICMA	PY21007	21,386.58	2995/2101007		00014404	04/14/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/03/21 PD 04/09/21	0054-2170 Deferred Comp Payable - ICMA	PY21007	161.59	2995/2101007		00014404	04/14/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/03/21 PD 04/09/21	0076-2170 Deferred Comp Payable - ICMA	PY21007	1.77	2995/2101007		00014404	04/14/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/03/21 PD 04/09/21	0061-2170 Deferred Comp Payable - ICMA	PY21007	565.91	2995/2101007		00014404	04/14/2021
EP	ICMA RETIREMENT TRUST V000496	PE 04/03/21 PD 04/09/21	0062-2170 Deferred Comp Payable - ICMA	PY21007	4.56	2995/2101007		00014404	04/14/2021
				Check Total:	22,684.25				
EP	PLACENTIA FIREFIGHTERS V011878	P/E 4/3 PD 4/9	0010-2178 Placentia Police Assoc Dues	PY21007	665.00	PR2101007		00014405	04/14/2021
				Check Total:	665.00				
EP	PLACENTIA POLICE V000839	PE 04/03/21 PD 04/09/21	0010-2180 Police Mgmt Assn Dues	PY21007	804.14	2625/2101007		00014406	04/14/2021
				Check Total:	804.14				
EP	PLACENTIA POLICE V003519	PE 04/03/21 PD 04/09/21	0010-2178 Placentia Police Assoc Dues	PY21007	2,331.71	2620/2101007		00014407	04/14/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	PLACENTIA POLICE V003519	PE 04/03/21 PD 04/09/21	0061-2178 Placentia Police Assoc Dues	PY21007	127.73	2620/2101007		00014407	04/14/2021
Check Total:					2,459.44				
EP	AMERICAN FIDELITY V010011	P/E 4/3 PD 4/9	0010-2190 Dependent Care SSA	ACH041221	208.33	6000017A		00014408	04/14/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3 PD 4/9	0010-2188 Health Care SSA	ACH041221	691.53	6000017A		00014408	04/14/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3 PD 4/9	0037-2188 Health Care SSA	ACH041221	9.31	6000017A		00014408	04/14/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3 PD 4/9	0054-2188 Health Care SSA	ACH041221	5.96	6000017A		00014408	04/14/2021
EP	AMERICAN FIDELITY V010011	P/E 4/3 PD 4/9	0048-2188 Health Care SSA	ACH041221	16.92	6000017A		00014408	04/14/2021
Check Total:					932.05				
EP	EMPLOYMENT V010052	STATE TAX P/E 4/3 PD 4/9	0010-2135 Calif Income Tax W/H	ACH041221	26,023.01	PR2101007		00014409	04/14/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/3 PD 4/9	0029-2135 Calif Income Tax W/H	ACH041221	46.97	PR2101007		00014409	04/14/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/3 PD 4/9	0076-2135 Calif Income Tax W/H	ACH041221	1.42	PR2101007		00014409	04/14/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/3 PD 4/9	0037-2135 Calif Income Tax W/H	ACH041221	269.19	PR2101007		00014409	04/14/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/3 PD 4/9	0048-2135 Calif Income Tax W/H	ACH041221	362.20	PR2101007		00014409	04/14/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/3 PD 4/9	0054-2135 Calif Income Tax W/H	ACH041221	235.89	PR2101007		00014409	04/14/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/3 PD 4/9	0061-2135 Calif Income Tax W/H	ACH041221	270.05	PR2101007		00014409	04/14/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 4/3 PD 4/9	0062-2135 Calif Income Tax W/H	ACH041221	14.92	PR2101007		00014409	04/14/2021

City of Placentia
Electronic Disbursement Register
For 04/13/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
Check Total:					27,223.65				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0010-2110 Federal Income Tax W/H	ACH041221	69,219.51	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0076-2120 Employer Medicare Payable	ACH041221	0.58	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0010-2115 Employee Medicare W/H	ACH041221	9,061.97	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0010-2120 Employer Medicare Payable	ACH041221	9,061.97	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0010-2125 Employee Social Sec W/H	ACH041221	69.58	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0010-2130 Employer Soc Sec Payable	ACH041221	69.58	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0029-2110 Federal Income Tax W/H	ACH041221	184.32	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0029-2115 Employee Medicare W/H	ACH041221	35.52	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0029-2120 Employer Medicare Payable	ACH041221	35.52	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0037-2110 Federal Income Tax W/H	ACH041221	659.72	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0037-2115 Employee Medicare W/H	ACH041221	80.92	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0037-2120 Employer Medicare Payable	ACH041221	80.92	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0048-2110 Federal Income Tax W/H	ACH041221	998.97	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0048-2115 Employee Medicare W/H	ACH041221	135.28	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE	FED/MED/SS P/E 4/3 PD 4/9	0048-2120	ACH041221	135.28	PR2101007		00014410	04/14/2021

City of Placentia
Electronic Disbursement Register
For 04/13/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Employer Medicare Payable						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0054-2110 Federal Income Tax W/H	ACH041221	573.44	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0054-2115 Employee Medicare W/H	ACH041221	64.41	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0054-2120 Employer Medicare Payable	ACH041221	64.41	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0061-2110 Federal Income Tax W/H	ACH041221	671.29	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0061-2115 Employee Medicare W/H	ACH041221	104.92	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0061-2120 Employer Medicare Payable	ACH041221	104.92	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0062-2110 Federal Income Tax W/H	ACH041221	36.70	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0062-2115 Employee Medicare W/H	ACH041221	3.11	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0062-2120 Employer Medicare Payable	ACH041221	3.11	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0076-2110 Federal Income Tax W/H	ACH041221	4.31	PR2101007		00014410	04/14/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/3 PD 4/9	0076-2115 Employee Medicare W/H	ACH041221	0.58	PR2101007		00014410	04/14/2021
				Check Total:	91,460.84				
EP	WASHINGTON STATE V011597	P/E 4/3 PD 4/9	0010-2196 Garnishments W/H	ACH041221	521.53	PR2101007		00014411	04/14/2021
				Check Total:	521.53				
EP	ADMINSURE V011303	MARCH WORKERS' COMP ADMIN SVCS	404580-5165 Workers' Compensation Claims	ACH041321	36,003.19	MARCH 21		00014412	04/13/2021

City of Placentia
Electronic Disbursement Register
For 04/13/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	36,003.19				
				Type Total:	471,715.89				
				Check Total:	471,715.89				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 20, 2021

SUBJECT: **AMENDMENT NO. 3 TO MAINTENANCE SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**

FISCAL IMPACT:

EXPENSE:	\$ 340,000	TWO-YEAR CUMULATIVE CONTRACT COST
BUDGETED:	\$ 170,000	FISCAL YEAR 2021-22 OPERATING BUDGET
	\$ 120,000	(103590-6099)
	\$ 50,000	(173590-6099)
	\$ 170,000	ESTIMATED FOR FISCAL YEAR 2022-23 OPERATING BUDGET

SUMMARY:

In July 2018, the City Council awarded a Maintenance Services Agreement to Bear Electrical Solutions, Inc. ("Bear") for traffic signal maintenance and repair services. The agreement is for an amount not to exceed \$75,470 per year for an initial three-year contract term and for a cumulative three-year not-to-exceed contract amount of \$226,410, with the option to extend the term of the agreement for one (1) additional two-year term. In July 2019, the City Council approved Amendment No. 1 to increase the cumulative three-year contract not-to-exceed amount to \$350,000 and approved contract change order authority for the City Administrator up to \$35,000. This amendment was required because the original agreement did not include spending authority for extraordinary repairs and after a review with the City Attorney's Office it was determined that the City's standard agreement language should include a provision to provide spending authority within the contract not-to-exceed cap to cover extraordinary repairs. There are times when traffic accidents occur that may damage or destroy expensive traffic signal equipment. The City must proceed with those repairs as quickly as possible given the critical nature of this infrastructure and then will later seek reimbursement from insurance companies for accident-related damaged to City property.

In March 2021, Amendment No. 2 in the amount of \$35,000 was administratively approved to provide for additional spending cap authority to cover a series of additional extraordinary repair work orders completed by the City's contractor over the previous two (2) years as well as provide sufficient spending cap authority through the end of the current fiscal year. The initial three-year

1. d.
April 20, 2021

contract term is set to expire in July 2021, and Staff is presenting this proposed amendment for City Council consideration to extend maintenance service contract for an additional two-year term and to increase the contract not-to-exceed amount to \$340,000 (\$170,000 per year) for the additional cumulative two-year contract term. This sum covers both routine, scheduled maintenance and extraordinary repairs. Bear Electrical has agreed to not increase the rates they charge the City for routine signal maintenance and extraordinary repairs as a part of extending the term of this agreement. The proposed increase in the contract costs with Bear Electrical corresponds to a proposed increase in the Operating Budget for FY 2021-22 for traffic signal repairs utilizing available Gas Tax Funds to continue addressing a backlog in needed traffic signal infrastructure repairs throughout the City.

RECOMMENDATION:

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

1. Approve Amendment No. 3 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc., for Traffic Signal Maintenance Services for an additional two-year term and increasing the contract not-to-exceed amount by \$340,000 (\$170,000 per year); and
2. Authorize the City Administrator to approve contract change orders up to 10% of the cumulative two-year contract extension, or \$34,000; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City currently utilizes a single contractor to provide preventative maintenance services as well as extraordinary repairs and emergency response for the City's 63 signalized traffic intersections throughout the City. In 2018, the City underwent a competitive bid process for a new service contract and awarded a Maintenance Services Agreement to Bear Electrical, Inc., to provide these services for an amount not to exceed \$75,470 per year for an initial three-year contract term, and a cumulative three-year not-to-exceed contract amount of \$226,410. In July 2019, the City Council approved Amendment No. 1 to this agreement increasing the contract not-to-exceed amount. This amendment was required because the original agreement did not include spending authority for extraordinary repairs and after a review with the City Attorney's Office it was determined that the City's standard Maintenance Services Agreement language should include a provision to provide spending authority within a contract not-to-exceed cap to cover extraordinary repairs. The City must proceed with those repairs as quickly as possible given the critical nature of this infrastructure and then will later seek reimbursement from insurance companies for accident-related damaged to City property.

In addition, as part of Amendment No. 1, the City Council also approved contract change order authorization for the City Administrator up to \$35,000 to cover any additional spending on extraordinary repairs beyond the current maintenance contract not-to-exceed amount. In March 2021, Amendment No. 2 to the agreement was administratively approved to provide additional

spending cap authority to cover the cost of a series of extraordinary repairs completed over the previous two (2) year period and to provide for additional extraordinary repairs through the end of the current Fiscal Year. For example, throughout the year the City often performs unexpected traffic signal repairs due to traffic accidents, traffic signal malfunctions, or other technical issues. While some contractual spending authority is now available within the contract not-to-exceed amount, a single large repair could max out that cap and require Staff to return to the City Council to request an increase to the spending cap for potential future repairs.

The contract scope of work for traffic maintenance service provides for monthly, quarterly, bi-annual, and annual preventative maintenance services to maintain traffic signal equipment, intersection safety lights, flashing beacons, and speed feedback signs. The scope of work also provides extraordinary repairs including 24-hour emergency response. The contract with Bear has set unit bid pricing for the routine maintenance work and fixed hourly rate for extraordinary repairs, which are paid for on a time and materials basis. The initial three-year contract term is set to expire in July 2021; however, the City has the option to extend the agreement for one (1) additional two-year term based upon contractor performance and at the discretion of the City. Bear has been responsive to every maintenance request in a timely manner and made proper and efficient repairs during the current three-year contract. Staff is recommending Amendment No. 3 to extend the contract with Bear for an additional two-year term.

As part of Amendment No. 3 to the Maintenance Services Agreement with Bear, Staff is also recommending increasing the contract not-to-exceed amount by an additional \$50,000 per year to provide additional contractual spending authority for extraordinary repairs for the additional two-year contract term with Bear. This additional spending authority is being requested because of the availability of additional Gas Tax Funds that the City can use to continue addressing backlogged traffic signal system repairs. No other terms of the original agreement or compensation have been changed.

FISCAL IMPACT:

The amendment with Bear is to increase the contract not-to-exceed amount for a cumulative additional two-year contract not-to-exceed amount of \$340,000, or an annual average expenditure of \$170,000 for Fiscal Year (FY) 2021-22 and \$170,000 for FY 2022-23. The cost for these services will be included in the FY 2021-22 and FY 2022-23 Operating Budgets.

Prepared by:



Kyra Tao
Transportation Manager

Reviewed and approved:



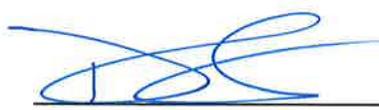
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Amendment No. 3 to Maintenance Services Agreement with Bear Electrical Solutions, Inc.

**AMENDMENT NO. 3 TO
MAINTENANCE SERVICES AGREEMENT
PROVISION OF TRAFFIC SIGNAL MAINTENANCE SERVICES WITH
BEAR ELECTRICAL SOLUTIONS, INC**

This Amendment No. 3 (“Amendment”) to the Maintenance Services Agreement is made and entered into effective the April 20th, 2021, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”) and Bear Electrical Solutions Inc a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective July 10, 2018 through which CONSULTANT has been providing maintenance services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to increase compensation and extend the termination date of the agreement.

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

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

B. Amendment to Agreement.

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

2.1. Compensation. Consultant shall be paid in accordance with the revised fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Six Hundred and Ninety Thousand Dollars (\$690,000).

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on July 10, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

IN WITNESS WHEREOF, the Parties have caused Amendment No. 2 to the Maintenance Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Robert Asuncion, Vice President

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

EXHIBIT A

Section C

PROPOSAL

Bidders Name Bear Electrical Solutions, Inc.

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

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

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

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

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

**City of Placentia
California
BID FOR
TRAFFIC SIGNAL SYSTEM MAINTENANCE**

Base Bid Schedule

NO.	SERVICE LOCATION	SERVICE TYPE	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Maintain each signalized intersection – monthly, quarterly, bi-annually, and annual services	Preventative Maintenance	JE 81 SB	EA	\$ 50 -	\$ 3,050 - 2,900 JE
2.	Maintain each Quiet Zone signalized intersection – monthly, quarterly, bi-annually, and annual services	Preventative Maintenance	3	EA	\$ 55 -	\$ 165 -
Subtotal Base Bid Amount:						\$ 3,215 - \$ 3,065

Extraordinary Repairs Bid Schedule

3,065 / Month
36,780 / YEAR BASE BID SCHEDULE JE

NO.	SERVICE LOCATION	SERVICE TYPE	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Replace 6' diameter Type E detector loops, including lead-in and cable splicing	Extraordinary Repairs	20	EA	\$ 350 -	\$ 7,000 -
2.	Replace burned-out Light Emitting Diodes (LED) Module	Extraordinary Repairs	20	EA	\$ 70 -	\$ 1,400 -
3.	Replace burned-out internally illuminated street name sign (ISNS) lamps	Extraordinary Repairs	10	EA	\$ 65 -	\$ 650 -
4.	Replace burned out intersection safety light	Extraordinary Repairs	10	EA	\$ 65 -	\$ 650 -
5.	Extraordinary Repairs – Hourly Rate	Extraordinary Repairs	150	HOURS	\$ 118.50	\$ 17,775 -
6.	Extraordinary Repairs – After-Hours Hourly Rate	Extraordinary Repairs	50	HOURS	\$ 160 -	\$ 8,000 -
Subtotal Base Bid Amount:						\$ 35,475 -

Grand Total Base Bid and Extraordinary Bid Schedule Amount written in numbers:

\$ 38,690 --

Grand Total Base Bid and Extraordinary Bid Schedule Amount written in words:

Thirty Eight Thousand and Six Hundred Ninety and ⁰⁰/₁₀₀

36,780 / YEAR BASE BID

38,690 / YEAR EXTRAORDINARY BID SCHEDULE

75,470 ANNUAL NOT TO EXCEED AMOUNT SE

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

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents. The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No. 9820790, Class A, C-10, C-31-, D-31 (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder Bear Electrical Solutions, Inc.
Business Address 1341 Archer Street, PO Box 924, Alviso, CA 95002-0924
Business Tel. No. (408) 449-5178

	05/14/18	Vice President
Signature	Date	Title

	05/14/18	Corporate Secretary
Signature	Date	Title

Signature	Date	Title
-----------	------	-------

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Santa Clara)

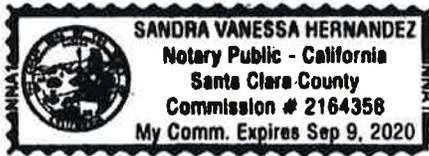
On May 14, 2018 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Asuncion, Andrew Bader
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation:

Business Address: 1341 Archer Street, PO Box 924, Alviso, CA 95002-0924

Telephone and Fax Number: (408) 449-5178 fax (408) 449-5147

California State Contractor's License No. and Class: #982079 Class A, C-10, C-31, D-31
(REQUIRED AT TIME OF AWARD)

Original Date Issued: Expiration Date: 03/31/19

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Justin Cataldo-Regional Manager, Robert Asuncion-Vice President

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
Mike Peters	President	1341 Archer St, Alviso, CA 95002	(408) 449-5178
Andrew Bader	Vice President	1341 Archer St, Alviso, CA 95002	(408) 449-5178
Robert Asuncion	Vice President	1341 Archer St, Alviso, CA 95002	(408) 449-5178

Corporation organized under the laws of the State of California

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

not applicable

Have you ever had a contract terminated by the owner/agency? If so, explain.
NO

Have you ever failed to complete a project? If so, explain.
NO

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.
NO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Santa Clara)

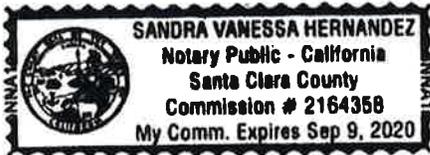
On May 14, 2018 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Asuncion, Andrew Bader
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

REFERENCES: Contractor must use this form!!! Please print or type.

Bidders Name Bear Electrical Solutions, Inc.

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency contracts you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1
Agency Name City of Tustin

Contact Person Krys Saldivar Telephone (714) 573-3172

Original Contract Amount \$ \$550k per year Final Contract Amount \$ \$550k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No

2
Agency Name City of Aliso Viejo

Contact Person Shaun Pelletier Telephone (949) 425-2533

Original Contract Amount \$ 100k per year Final Contract Amount \$ 100k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No

3
Agency Name City of Carlsbad

Contact Person Doug Bilse Telephone (760) 602-7504

Original Contract Amount \$ 600k per year Final Contract Amount \$ 600k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No

4
Agency Name City of Covina

Contact Person David Gilbertson Telephone (626) 384-5491

Original Contract Amount \$ 50k per year Final Contract Amount \$ 50k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No

5
Agency Name City of Glendora

Contact Person Ulises Benavente Telephone (626) 914-8247

Original Contract Amount \$ 45k per year Final Contract Amount \$ 45k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No/ No

DESIGNATION OF SURETIES

Bidder's name Bear Electrical Solutions, Inc.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

McSherry and Hudson, 160 W. Santa Clara Street, Suite 715 San Jose, CA 95113
Broker: Vince Scolari (408) 550-2130
General Liability, Automobile, Workers Comp., Umbrella Insurance(s)
Bonds - Bid, Payment, and Performance Bonds

ACKNOWLEDGEMENT OF ADDENDA

Bidder's name Bear Electrical Solutions, Inc.

The bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Signature
NOVE		

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD
TO ACCOMPANY PROPOSAL**

Bidder's Name BEAR ELECTRICAL SOLUTIONS, INC

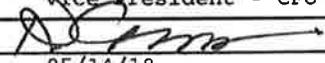
Record Last Five (5) Full Years
Current Year of Record

	Current Year of Record	2 0 1 7	2 0 1 6	2 0 1 5	2 0 1 4	2 0 1 3	Total	Year
No. of contracts		600	550	500	460	200	2310	
Total dollar Amount of Contracts (in Thousands of \$)		11,000	7,000	6,000	4,000	1,700		
No. of fatalities		0	0	0	0	0	0	
No. of lost Workday Cases		0	0	0	0	0	0	
No. of lost workday cases involving permanent transfer to another job or termination of employment		0	0	0	0	0	0	

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder Bear Electrical Solutions, Inc.
 Business Address: 1341 Archer St, Alviso, CA 95002
 Business Tel. No.: (408) 449-5178
 State Contractor's License No. and Classification: 982079, Class A,C-10,C-31,D-31
 Title GENERAL CONTRACTOR

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder 
 Date 05/14/18
 Title Vice President - CFO
 Signature of bidder 
 Date 05/14/18
 Title Vice President
 Signature of bidder _____
 Date _____
 Title _____
 Signature of bidder _____
 Date _____
 Title _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Santa Clara)

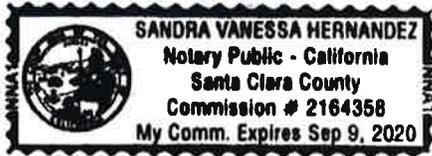
On May 14, 2018 before me, Sandra Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Robert Asuncion, Andrew Bader
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Sandra Hernandez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

State of California)SS.
)
County of Santa Clara)

Robert Asuncion, being first duly sworn, deposes and says that he or she is Vice President of Bear Electrical Solutions, Inc., the party making the foregoing bid, in accordance with Public Contracts Code Section 7106, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

City of Placentia - Traffic Signal System Maintenance

Project Name:
Bear Electrical Solutions, Inc.

Legal Business Name of Bidder
1341 Archer Street, Alviso, CA 95002

Business Address
(408) 449-5178

Business Fel. No.
RA

Signature of bidder
Vice President

Title

Date:

Signature of bidder

Title

Date:

Subscribed and Sworn to before me on

(Notary Seal) Signature see attached
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of Santa Clara)

On May 14, 2018 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Asuncion, Andrew Bader
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**LIST OF SUBCONTRACTORS
TO ACCOMPANY PROPOSAL**

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general Contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid or ten thousand dollars (\$10,000), whichever is greater.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
Smithson Electric & Saw Inc. 1938 Katella Avenue, Orange, CA	Extra. 1	20%	Concrete Cutting & Loop Wire Installation	20%
(714) 997-9556				

Bond No. N/A Bond Premium N/A

BID BOND TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Placentia, has issued an invitation for bids for the work described as follows:
TRAFFIC SIGNAL SYSTEM MAINTENANCE

WHEREAS Bear Electrical Solutions, Inc.
 1341 Archer Street
 Alviso CA 95002

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and International Fidelity Insurance Company
2999 Oak Road, Suite 820
Walnut Creek CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of ten percent of the amount bid-----

Dollars (\$10%-----), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 2, 2018

"Principal"

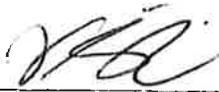
Surety"

Bear Electrical Solutions, Inc.

International Fidelity Insurance

Company

By: 
Its VICE PRESIDENT
By: _____
Its _____

By: 
Its Attorney-In-Fact, Vincent M. Scolari
By: N/A
Its _____

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Santa Clara)

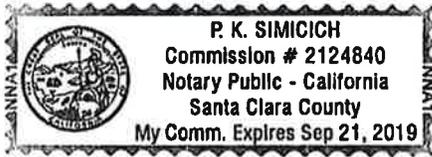
On May 2, 2018 before me, P. K. Simicich, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Vincent M. Scolari
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal..



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VINCENT M. SCOLARI, F. R. HUDSON, III, DAVID J. BACHAN, CHARLES M. GRISWOLD,
DEBORAH L. TABLAK, WENDY R. PASTORA, PATRICIA K. SIMICICH, YESENIA RIVERA

Watsonville, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether herebefore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of May, 2018

MARIA BRANCO, Assistant Secretary

Employee Name and Position	Electricians & Engineer Experience				Experience/Specialty					Software/Hardware						
	Residence	Years of Experience	%Work for City	Certifications/Licenses	Traffic Signal	Streetlighting	ITS	USA	Econolite Systems	Video Detection	170 - Bitran and Caltrans	EVP	Ethernet/Copper	Wireless Interconnect	SMART Streetlights	Fiber Optics
Robert Asuncion - Principal / Traffic Engineer	San Jose	19	5	Class A - Contractors, TR NO. 2156, IMSA Level III Field, Level II Bench - ACTRA/TACTICs proficient	X	X	X		X	X	X	X	X	X	X	
Justin Cataldo - Regional Manager	Brea	23	20	OSHA, SWPPP, IIP	X	X	X	X	X	X	X	X	X	X	X	
Wes Sumner	Anaheim	35	35	NEC, IMSA Level III	X	X	X	X	X	X	X	X	X	X		
Ralph Murillo	Corona	17	35	NEC, IMSA Level III	X	X	X	X	X	X	X	X	X	X	X	
Minh Pham	Fountain Valley	17	50	NEC, IMSA Level III	X	X	X		X	X	X	X	X	X	X	
Rene McGaugh	Corona	10	20	NEC, IMSA Level III	X	X	X	X	X	X	X	X	X	X	X	
Vinny Nguyen	Garden Grove	16	50	IMSA Level III	X	X	X	X	X	X	X	X	X	X	X	
Art Torres	Lake Elsinore	6	10	IMSA Level III	X	X	X		X	X	X	X		X		
Bernardo Torres	La Puente	4	10	IMSA Level II	X	X					X	X				
Christopher Garcia	Whittier	1	20	IMSA Work Zone	X	X										
Rene Simon	San Jose	22	10	IMSA Work Zone, Fiber Optic Certified			X						X	X		X

Table 1.0 Placentia Electrician/Engineer Team

ATTACHMENT A
GENERAL PROVISIONS
AND CONTRACT SCOPE OF WORK

GENERAL

Contractor shall provide monthly, quarterly, bi-annually and annual preventive maintenance, approved response maintenance and emergency response maintenance to traffic signal equipment, safety lights, flashing beacons, RRFB's, speed feedback signs, and other existing/future related equipment by duly trained and qualified personnel approved by the City. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and material and perform all work necessary to maintain in a good and workmanlike manner all traffic signal facilities at the locations listed herein.

All work performed or equipment or parts supplied by Contractor shall be subject to the inspection and approval of City. The "City" shall mean Director of Public Works or their authorized representative. "Director of Public Works" shall mean the Director of Public Works or authorized representative.

All Preventive Maintenance will be billed at an established unit bid price, with approved extraordinary maintenance and repairs along with emergency response maintenance paid on a time and materials basis based on the established hourly labor rates in the bid schedule. Materials may only be marked up a maximum of 15% and back up materials indicating the cost for the materials paid by the contractor shall be submitted with all extraordinary maintenance and repair invoices. All vehicle and equipment rates shall be included in the hourly rate paid for extraordinary or emergency work. No additional compensation will be allowed.

Any inability to provide Preventive Maintenance, as scheduled, to each traffic signal, safety light, flashing beacon, and speed feedback sign will result in Contractor being subjected to liquidated damages of \$400 per day, per traffic signal location.

Contractor shall provide Emergency Response for City's traffic signals, safety lights, flashing beacons and speed feedback signs on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

Contractor shall cooperate with City in recalibrating traffic signal coordination timing and progression. Contractor shall change the timing of traffic signals only upon the direction or advance written approval of City. During emergency conditions, Contractor shall assure full cooperation with the City and employees of the City and other agencies, as indicated.

Contractor shall not represent City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures to other than

the City, and shall refer all questions or inquiries from the public regarding policy, procedures, or terms and conditions of the contract, to City.

2. QUALIFICATIONS

Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain the traffic signal facilities in good workmanlike manner.

All signal work shall be performed in accordance with the latest Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation, and shall be in compliance with the latest version of the *California Manual on Uniform Traffic Control Devices* (CA MUTCD).

Contractor shall assign at least one full-time signal maintenance technician to maintain City's signals, flashers, and appurtenant equipment. At a minimum, one of these technicians shall have certifications of Level II Traffic Signal Technician from the International Municipal Signal Association (IMSA), for at least two years. City requires a list of the signal maintenance technicians anticipated to work regularly in City. City reserves the right to determine the Contractor's assignment of personnel to City. If appropriate, Contractor shall replace any personnel assigned to City whose performance is considered unacceptable by City. City shall be consulted on any planned change in personnel prior to implementation.

Contractor shall have on hand at all times at least two (2) spare systems compatible controllers for City use in the event of emergency.

Contractor shall maintain a single local telephone number where a live person can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by City.

Contractor shall have skilled personnel and proper lab-testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment and traffic control appurtenances. All testing and test facilities shall conform to current NEMA Specifications.

Contractor shall keep itself informed of all State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this RFP or its proposal. Contractor shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of Contractor to comply with this paragraph.

3. EQUIPMENT REQUIRED

Contractor shall provide vehicle(s) to be used by the technicians serving the City, which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet above the roadway surface; necessary computer laptop for programming, maintenance and testing

of traffic signal controllers and various equipment; portable CCTV monitor; and communications equipment for dispatch. All of Contractor's employees working within the boundaries of City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with Contractor's shop or with City staff.

Contractor must possess and have readily available, in functioning order, all required tools, equipment, apparatus, facilities and materials needed to perform all work necessary to maintain and repair the traffic signals, safety lights, flashing beacons, RRFB's and speed feedback signs in the City, in compliance with current Caltrans and County of Orange standards and specifications. All excess materials and equipment in Contractor's inventory shall be the property and responsibility of Contractor until such materials or equipment is used or installed in City.

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In those cases where a complex controller or component has to be repaired, Contractor shall install a substitute controller or component of his own while he is repairing the defective controller or component. Such substitute equipment shall be compatible with City's system.

4. PREVENTIVE MAINTENANCE

The agreement price for Preventive Maintenance shall include the following services and any other service not specified under Approved Response Maintenance or Emergency Response Maintenance, *including service of the signalized intersections within the BNSF Railroad Corridor Quiet Zone.*

a. Quiet Zone Intersections

Quiet Zone intersections include railroad pre-emption, additional signal heads and additional equipment in the controller cabinets to monitor and operate the loop detectors associated with the railroad quad gate system. The current Quiet Zone locations are listed below:

Orangethorpe Avenue and Richfield Road

Orangethorpe Avenue and Van Buren Street

Orangethorpe Avenue and Jefferson Street

b. Monthly Inspections

Contractor shall make a routine inspection of all traffic signal equipment, including the interconnect conduit/cables, video detection cameras, flashing beacons, RRFB's and permanent speed feedback signs, once per month. Contractor shall maintain a written record in each controller cabinet showing the date and time checked. Controller assemblies shall not be replaced, except for repair, without prior approval of City.

The monthly inspection of each signalized intersection shall include, at a minimum, the following:

1. Walk the intersection and visually inspect all signal heads and video detectors (where applicable) for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display. Report any observed problems to City. Correct any minor observed problems as soon as possible thereafter and make arrangements for any other needed repairs/replacements.
2. Contractor shall furnish and replace all standard LED signal modules at all traffic signals as they become non-functional or inoperative. Material and/or labor and equipment for all LED outages still covered under manufacture warranty is included, when applicable.
3. Examine the functioning of the controller in relation to the traffic. Report functional and timing problems to City as soon as possible. Correct functional problems as soon as approved by City.
4. Inspect, clean, and adjust each controller and cabinet assembly, each video detection camera, and each battery backup system.
5. Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune the detector amplifiers and correct substandard splices, as necessary. Report improper detection operation and causes to City.
6. Inspect all relays, switches, and terminals, etc. and replace or make adjustments, as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.
7. Check and adjust fan operation. Check the filter for tight fit, and tape, if required. Clean and vacuum the cabinet, as necessary. Examine cabinet exterior for water, excessive dampness, and plant or animal intrusion. Determine cause and correct the condition.
8. Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Report improper operation to City.
9. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

The monthly inspection of City's signal system shall also include the tasks listed below. Report all malfunctions to City and make arrangements to promptly fix deficiencies.

1. Make nighttime drive through each signalized intersection to visually inspect for malfunctions of traffic signals, illuminated street name signs (ISNS) and highway safety lights. Contractor shall submit a monthly night survey to City indicating outages of traffic signals, safety lights, and illuminated street name signs, and the date and time of the survey for each.
2. Observe and check the flashing beacons and RRFB's for proper operation and for missing or damaged equipment.
3. Observe and check the permanent speed feedback signs for proper operation and for missing or damaged equipment.

The 3-month inspection of each signalized intersection (in addition to monthly) shall include, at a minimum:

1. Check the signal timing settings and match with the timing sheet found in the controller cabinet provided by City. Immediately report any discrepancies to City.
2. Visually inspect roadway along loop detectors for possible exposed wires, cracks and potholes. Contractor shall clean and fill deteriorated loop detector saw cuts with epoxy as necessary. Once it is determined by City that the saw cut has deteriorated to a point that applying more epoxy is insufficient, the detector shall be replaced. Contractor shall replace deteriorated loop detectors as part of approved response maintenance (Section 5) at the contract unit price. This price shall include the saw cut lead-ins as required. Contractor shall also inspect loop stub out and home run locations for deterioration and depressions, and fill, as necessary. All loop detector problems and repairs shall be reported to City in writing.
3. Make any minor repairs to controller, monitor and other equipment, as needed. Otherwise, report other needed repairs to City and arrange for the repairs.
4. Check operation of City-owned battery backup systems and batteries and make recommendation to the City.
5. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

The 6-month inspection of each signalized intersection (in addition to monthly and 3-month) shall include, at a minimum:

1. Replace the air filter elements, in all cabinets so equipped. Replacement shall be a vinyl-poly air filter. No paper or metal filters are to be used.
2. Check ground rod clamps and wire.
3. Check for all cabinet documentation to make sure it is in cabinet.
4. Check operation of fan and thermostat.
5. Check operation of ground fault receptacle.
6. Visually check integrity of splices.
7. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

Annual Preventive Maintenance of each signalized intersection (In addition to monthly, 3-month and 6-month) shall include, at a minimum:

1. Clean and polish all traffic signal and video camera lenses.
2. Check weatherproof gaskets on controller cabinet.
3. Check duct sealant in each pull box and cabinet.
4. Lubricate hinges and locks on controller cabinet.
5. Check all indicator lamps. Replace all incandescent lamps.
6. Test and record illuminance of all LED lamps. Replace all lamps that fail minimum required levels (See monthly note).
7. Open and inspect all pull boxes.
8. Check all connectors.
9. Check all detector extensions.
10. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

Contractor shall paint the traffic signal equipment listed below at least once during the base 3-year contract as part of the Preventive Maintenance contract unit price. Repainting shall be conducted by spray painting methods. Contractor shall record painting date and time in controller cabinet and send monthly written confirmation of completed work with recommendations to the City.

1. Pedestrian heads including frameworks.
2. Pedestrian pushbuttons including frameworks.
3. Vehicular signal heads, back plates and visors including frameworks.

c. Compensation for Preventive Maintenance

City will compensate Contractor based on the unit bid pricing included in the base bid schedule for Preventive Maintenance in Exhibit B for the monthly, quarterly, bi-annually, and annual preventive maintenance services previously described in this section.

d. Compensation for Extraordinary Repairs

City will compensate Contractor based on a time and materials basis utilizing the hourly rates included in the Contractor's bid schedule. Time shall be calculated in ¼ hour increments. A maximum 15% markup on all materials purchased and utilized for repairs will be allowed. Backup materials outlining the costs paid by the Contractor for materials utilized for Extraordinary Repairs must be attached to the invoice. All vehicle and equipment costs shall be included in the hourly rates provided in the bid schedule. Responding drive time to the affected intersection shall NOT be included in the total number of hours to be compensated for Extraordinary or Emergency response work.

5. APPROVED RESPONSE MAINTENANCE

Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The malfunctions, failures or outages that do not require an emergency response (see Section 6), shall be considered "Approved Response Maintenance" that shall only be performed upon approval by City (see "Notification"). City will provide a simple approval form that can be faxed or emailed to the City for a quick response.

Contractor shall replace or repair any and all defective parts of the signal system caused by signal failure or malfunction, as the occasion arises, including, but not limited to the signal controller, master controllers, modems, conflict monitors, relays, interconnect, flashers, lamps, LED modules, detector loops, video detection cameras, home run locations, push buttons, sensing units, safety lights, illuminated street name sign lights (ISNS), safety lights, load switches, flasher switches, breaker switches, ballasts, starters, sockets, fuses, fuse holders, photoelectric cells, battery back-up units, and wiring systems. ISNS lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI STD. C78. At the time of "re-lamping", Contractor shall clean and polish all lenses and reflectors, align signal heads and adjust all mast arm mounted street name signs, including illuminated street name signs, and safety lights.

No permanent change shall be made without prior approval of City. Whenever equipment is removed, Contractor shall notify City by phone and email within twenty-four (24) hours.

- a. Approved Response Maintenance shall consist of but not be limited to the following:
 1. Loop detector replacement.
 2. LED module replacement.
 3. LED module replacement.
 4. ISNS lamp replacement.
 5. Safety light replacement.
 6. Replacement of internally illuminated street name signs. Replacements shall meet the latest California MUTCD and City standards, particularly regarding letter size.
 7. Replacement of Walk/Don't Walk pedestrian signal lamps, as they become non-functional or inoperative, or as directed by City, with solid-state (Walking Person/Upraised Hand or Walking Person/Upraised Hand/Countdown pedestrian signal) indicators.
 8. Replacement of Walking Person/Upraised Hand and Walking Person/Upraised Hand/LEDs as they become non-functional or inoperative. May be upgraded to Walking Person/Upraised Hand/Countdown pedestrian signal indicators, as directed by City. Contractor shall also replace ballasts and transformers/solid-state transformers for these units as required.
 9. Replacement of Walking Person/Upraised Hand/Countdown pedestrian signal lamps/LEDs as they become non-functional or inoperative. Contractor shall also replace ballasts and transformers/solid-state transformers for these units as required.
 10. Installation of complete new pedestrian heads with Walking Person/Upraised Hand or Walking Person/Upraised Hand/Countdown pedestrian signal indications (as directed by City), solid-state transformers, and clamshell mountings.
 11. Repainting of electric meter service cabinets, and controller cabinets. Repainting shall be conducted by spray-painting methods. Controller cabinets shall be painted with enamel (aluminum color) or as otherwise directed by City.

12. Installation or replacement of new battery back-up units, as directed by the Director of Public Works.
 13. Installation or replacement of new electrical service cabinets, as directed by the Director of Public Works.
 14. Minor upgrades or installations as directed by City.
- b. Notification. Contractor shall contact the Director of Public Works or his approved designee regarding any Approved Response Maintenance and obtain City's prior approval before the work is scheduled, using the Approval Form provided by City. Contractor shall notify the Director of Public Works or his designee and obtain approval in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response.
- c. Compensation for Approved Response Maintenance
- City shall compensate Contractor for Approved Response Maintenance required beyond the scope of Preventive Maintenance as follows:
1. Materials. City shall pay Contractor for materials used in Approved Response Maintenance at Contractor's cost from the supplier plus the percentage markup specified in this agreement. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise. City has the right to inspect Contractor's records to verify any material costs used in Approved Response Maintenance.
 2. Direct Labor. Contractor shall present with his monthly invoice a record of hours spent in Approved Response Maintenance of traffic signals and appurtenances per intersection, per response. City shall pay Contractor for such hours of Approved Response Maintenance at the rates specified in this agreement. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment and vehicle and equipment costs.

6. EMERGENCY RESPONSE MAINTENANCE

Emergency Response Maintenance is typically performed in response to a failure or malfunction of the signal system caused by equipment failure, vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, or

excavation, where injury or property damage may result without prompt response.

Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The malfunctions, failures or outages that require an emergency response, shall be considered "Emergency Response Maintenance," not requiring advance approval by City. In response to an emergency, Contractor shall replace or repair any and all defective parts of the signal system causing signal failure or malfunction, as needed to bring the signal system to operating condition.

Contractor shall maintain a twenty-four (24) hour per day emergency service for the repair of signal system controller malfunctions or any damage creating a public hazard, for which Contractor shall repair parts, replace parts and lamps, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number is to be made available to all persons designated by City.

Contractor shall respond within one (1) hour to service calls on an emergency basis. However, Contractor shall respond immediately to emergency calls such as a total blackout, when directed by City or Public Safety personnel.

For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control shall apply:

- a. Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal conditions. Contractor's vehicles shall carry traffic cones, flashing arrow boards, traffic warning signs, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician or City Representative.
- b. If no police officer is present and temporary stop signs have been set up when Contractor arrives at the site, Contractor shall set up more traffic warning and control devices if deemed necessary and proceed to repair the signal. Prior to putting the traffic signal back in in operation, Contractor shall remove all of the temporary traffic control devices and return those devices owned by City to the City Yard.
- c. Compensation for Emergency Response Maintenance

City shall compensate Contractor for Emergency Response Maintenance required beyond the scope of Preventive Maintenance as follows:

1. Materials. City shall pay Contractor for materials used in Emergency Response Maintenance at Contractor's cost from the supplier plus the percentage markup specified in this agreement. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise. City

has the right to inspect Contractor's records to verify any material costs used in Emergency Response Maintenance.

2. Direct Labor. Contractor shall present with his monthly invoice a record of hours spent in Emergency Response Maintenance for traffic signals and appurtenances per intersection. City shall pay Contractor for such hours of Emergency Response Maintenance at the rates specified under extraordinary repairs bid schedule in this agreement. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave, or any local, State, Federal or union tax or assessment and vehicle and equipment costs.

7. NOTIFICATION

Contractor shall notify City within 24 hours of the alteration of the operation of any signal or the installation or removal of any substitute controller or component, by telephone and by e-mail.

8. SHUTDOWNS

Contractor shall notify the Placentia Police Department and the Director of Public Works of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Works.

9. RECORDS

Contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, hour of day and description of service work performed. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

A log sheet giving a brief description of all Preventive Maintenance, Approved Response Maintenance and Emergency Response Maintenance shall be attached to each monthly invoice.

Each monthly invoice shall summarize the work performed, noting the monthly Preventive Maintenance fee, the total fee for Approved Response Maintenance for the month, the total fee for Emergency Response Maintenance for the month, and the grand total of charges for the month. A monthly report of activities for each intersection's events, sorted by type of maintenance, then sorted by date/time, shall be attached to the monthly invoice in support of the monthly charges.

10. COMPENSATION

City will compensate Contractor at the unit price per signalized intersection for Preventive Maintenance, and at the labor and equipment costs for Approved Response Maintenance and Emergency Response Maintenance, as described in sections 4, 5 and 6 herein per month.

Contractor shall agree to receive and accept the prices shown in his bid proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this contract; and also for all loss or damage arising out work performed, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof.

11. ADDITIONS TO SYSTEM

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of preventive maintenance will be prorated from the day Contractor is notified.

12. TYPES OF SIGNALS

The agreed-upon prices for Preventive Maintenance, Approved Response Maintenance, and Emergency Response Maintenance shall apply to all types of signal controllers, accessories and systems as may exist in City now or that may be installed during the life of the contract.

13. TRAFFIC CONTROL

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. Contractor shall obtain a no-fee encroachment permit from City prior to any lane closures or construction activity within City rights-of-way. All warning lights, signs, flares, barricades, delineators, detours and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by Contractor. All traffic control shall conform to, and be placed in accordance with, the latest California Manual on Uniform Traffic Control Devices. Flashing arrow boards shall be furnished and maintained as directed by the Director of Public Works.

During working hours, a minimum of one 12-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible, shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 4:00 p.m. and 6:00 p.m., unless an emergency situation exists and such a closure is necessary to safeguard the traveling public. Separation between travel lanes, channelization and delineation

of the maintenance area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15 feet on center.

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow board shall be in place before a lane closure(s) requiring its use is implemented. When maintenance is complete, all traffic control signs, barricades, delineators, etc., shall be removed from the site.

14. PUBLIC CONVENIENCE AND SAFETY

Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. Contractor shall furnish and maintain such fences, barriers, lights, warning devices and signs in compliance with the current *California Manual on Uniform Traffic Control Devices* (CA MUTCD) and the current *Work Area Traffic Control Handbook* (WATCH) as may be deemed necessary by the Director of Public Works to give adequate warning to the public at all times that the Road or Street is obstructed and of any abnormal conditions which would be encountered as a result thereof. Excavation shall not occur without prior notification to Underground Service Alert.

15. NEW SIGNAL CONSTRUCTION

From time to time, City may construct new signalized intersections. Contractor shall inspect the construction of new traffic signals as directed by City. The findings are to be presented to the representative designated by the Director of Public Works for their evaluation.

16. LABOR STRIKE

Contractor shall continue to provide continuous maintenance services, without any interruptions, of all traffic signals in City in case of any labor strikes. Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause City to take whatever action is deemed necessary to provide such service and the cost will be borne by Contractor.

17. PATENTS

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

18. RESPONSIBILITY FOR DAMAGE

City, its City Council, employees and agents shall not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

19. SIGNALIZED INTERSECTIONS

Contractor shall maintain the sixty-nine (69) signal facilities as defined herein at the locations shown in Table 1, below.

Table 1

TRAFFIC SIGNALS MAINTAINED BY THE CITY OF PLACENTIA

1	Alta Vista Street	Central Avenue
2	Alta Vista Street	Dunnavant Drive
3	Alta Vista Street	Jefferson Street
4	Alta Vista Street	Van Buren Street
5	Bastanchury Road	Brookhaven Avenue
6	Bastanchury Road	McCormack Lane
7	Bastanchury Road	Placentia Avenue
8	Bastanchury Road	Tuffree Boulevard
9	Bastanchury Road	Valencia Avenue
10	Bradford Avenue	Madison Avenue
11	Chapman Avenue	Angelina Drive
12	Chapman Avenue	Bradford Avenue
13	Chapman Avenue	Central Avenue
14	Chapman Avenue	Kraemer Boulevard
15	Chapman Avenue	Melody Lane
16	Chapman Avenue	Melrose Avenue
17	Chapman Avenue	Murray Street
18	Chapman Avenue	Orangethorpe Avenue
19	Kraemer Boulevard	Alta Vista Street
20	Kraemer Boulevard	Bastanchury Road
21	Kraemer Boulevard	Crowther Avenue
22	Kraemer Boulevard	Golden Avenue
23	Kraemer Boulevard	Madison Avenue
24	Kraemer Boulevard	Morse Avenue/Sheffield Street
25	Kraemer Boulevard	Orangethorpe Avenue
26	Kraemer Boulevard	Patrician Lane
27	Kraemer Boulevard	Yorba Linda Boulevard
28	Melrose Street	Crowther Avenue
29	Melrose Street	La Jolla Street
30	Orangethorpe Avenue	Melrose Avenue
31	Orangethorpe Avenue	Placentia Avenue
32	Placentia Avenue	Crowther Avenue
33	Placentia Avenue	Fender Avenue
34	Placentia Avenue	Kimberly Avenue
35	Placentia Avenue	Lewis Place
36	Placentia Avenue	La Jolla Street/Via Burton

37	Placentia Avenue	Palm Drive
38	Placentia Avenue	St. John Way
39	Rose Drive	Alta Vista Street
40	Rose Drive	Buena Vista Street
41	Rose Drive	Castner Drive
42	Rose Drive	Linda Vista Street/Valparaiso Way
43	Rose Drive	Palm Drive
44	Valencia Avenue	Golden Avenue
45	Valencia Avenue	Shady Lane
46	Yorba Linda Boulevard	Bradford Avenue
47	Yorba Linda Boulevard	Jefferson Street/Prospect Avenue
48	Yorba Linda Boulevard	Linda Vista Street
49	Yorba Linda Boulevard	McCormack Lane
50	Yorba Linda Boulevard	Palm Drive
51	Yorba Linda Boulevard	Rose Drive
52	Yorba Linda Boulevard	Valencia Avenue
53	Kraemer Boulevard	Hawaii
54	Orangethorpe Avenue	Highland Avenue
55	Orangethorpe Avenue	Traub Lane
56	Orangethorpe Avenue	Del Cerro Drive
57	Orangethorpe Avenue	Miller Street
58	Rose Drive	Del Cerro Drive
Quiet Zone Intersections		
59	Orangethorpe Avenue	Jefferson Street
60	Orangethorpe Avenue	Richfield Road
61	Orangethorpe Avenue	Van Buren Street
Flashing Beacon and RRFB Locations		
62	Yorba Linda Boulevard	Seville Street
63	Yorba Linda Boulevard	Carthage Street
64	Valencia Avenue	Golden Avenue
65	La Jolla Street	Lawrence Street
Speed Feedback Sign Locations		
66	La Jolla Street	West of Lawrence Street
67	La Jolla Street	East of Lawrence Street
68	Valencia Avenue	Lemke Drive
69	Valencia Avenue	Chickasaw Drive

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 20, 2021

SUBJECT: **APPROVAL OF FINAL PARCEL MAP 2019-175 SUBDIVIDING AN APPROXIMATE 0.26-ACRE LOT INTO THREE (3) PARCELS LOCATED AT THE 1600 BLOCK OF LA PALOMA AVENUE WITHIN THE R-1 (O) (SINGLE-FAMILY RESIDENTIAL – OIL COMBINING DISTRICT) ZONING DISTRICT**

FISCAL
IMPACT: There is no fiscal impact associated with the recommended actions.

SUMMARY:

On February 11, 2020, the City Council approved Tentative Parcel Map No. (TPM) 2019-175 for the subdivision of an approximate 0.26-acre lot into three (3) parcels located at the 1600 block of La Paloma Avenue. The recommended action will accept Final Parcel Map No. 2019-175 dividing the original parcel of land into three (3) separate parcels.

RECOMMENDATION:

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

1. Approve Final Parcel Map No. 2019-175, subject to review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2019-175.

DISCUSSION:

Placentia Municipal Code (PMC) Section 22.80.010(a) requires a parcel map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the subdivision map. On January 14, 2020, the Planning Commission approved TPM 2019-175 to subdivide an approximate 0.26-acre lot into three (3) lots. Subsequently, City Council approved TPM No. 2019-175 on February 11, 2020.

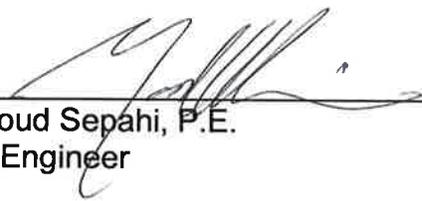
The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, the proposed

1. e.
April 20, 2021

subdivision located within the existing R-1 Zoning District will be compatible with adjacent land uses and will not result in any adverse impacts to the surrounding area. The subdivision proposes three (3) lots, each at 3,840 square feet, with a street frontage of 40 feet. Therefore, the proposed lots are of a similar lot size to the lots surrounding the subject site.

The recommended actions will accept Final Parcel Map No. 2019-175 subdividing the original parcel of land into three (3) separate parcels.

Prepared by:



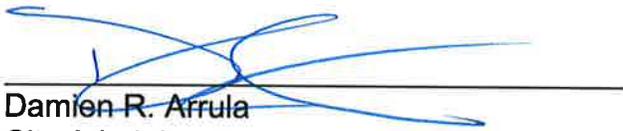
Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Parcel Map No. 2019- 175

ALL OF TENTATIVE
PARCEL MAP NO. 2019-175
3 NUMBERED PARCELS
AREA: 0.284 AC., GROSS
11,515 S.F., GROSS
DATE OF SURVEY: JUNE, 2020

PARCEL MAP NO. 2019-175

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1 AND 2 AS DESCRIBED IN LOT LINE ADJUSTMENT LLA NO. 2018-01 RECORDED
JUNE 6, 2018 AS INSTRUMENT NO. 201800208064 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.
CA ENGINEERING, INC. KENT COOPER L.S. 9322

ACCEPTED AND FILED
AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY
DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY: _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDED OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

ANN S, BARKER, AS TRUSTEE OF THE BYRON AND ANN S, BARKER REVOCABLE TRUST DATED FEBRUARY 1, 2001

Ann S. Barker
ANN S, BARKER, TRUSTEE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF BYRON D. BARKER AND ANN S. BARKER IN JUNE, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 24 MONTHS OF MAP RECORDED; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Kent Cooper 3-1-21
KENT COOPER L.S. 9322 DATE
LICENSE EXPIRES 3-31-21



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2021.

MASOUD SEPAHI
R.C.E. NO. 52786
EXPIRATION 12/31/2022
CITY ENGINEER OF THE CITY OF PLACENTIA



NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Orange) SS

ON 3/8/2021, BEFORE ME, Lizeth Chong
A NOTARY PUBLIC, PERSONALLY APPEARED Ann S. Barker

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HE/SHE/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
Lizeth Chong
NOTARY PUBLIC IN AND FOR SAID STATE
Lizeth Chong
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS
IS IN Orange COUNTY.
MY COMMISSION EXPIRES 2/13/2024
COMMISSION NUMBER 2321385



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, 2021.

NICK S. SERVIN
R.C.E. NO. 33638
REGISTRATION EXPIRES 6-30-22
CITY SURVEYOR OF THE CITY OF PLACENTIA



CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
CITY OF PLACENTIA) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2021, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 2021.

PATRICK J. MELIA
CITY CLERK OF THE CITY OF PLACENTIA

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT, RELATIVE TO THE PARCEL MAP BOUNDARY.

DATED THIS _____ DAY OF _____, 2021.

KEVIN R. HILLS, COUNTY SURVEYOR, L.S. 6817

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A)&(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

L.V. PHILLIPS AND MAUDE PHILLIPS, HUSBAND AND WIFE, HOLDERS OF EASEMENTS FOR PIPE LINES AND POWER AND TELEPHONE LINES AS RESERVED PER GRANT DEED RECORDED 12-14-1926 IN BOOK 690, PAGE 197 OF DEEDS, GRANT DEED RECORDED 0-04-1928 IN BOOK 182, PAGE 398 OF OFFICIAL RECORDS AND GRANT DEED RECORDED 2-08-1927 IN BOOK 7, PAGE 412 OF OFFICIAL RECORDS.

HATHAWAY COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN OIL AND GAS LEASE RECORDED SEPTEMBER 2, 1949 IN BOOK 1897, PAGE 292; AMENDED JUNE 20, 1950 IN BOOK 2029, PAGE 548 AND AMENDED JUNE 20, 1950 IN BOOK 2030, PAGE 1, ALL OF OFFICIAL RECORDS.

COUNTY TREASURER - TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2021.

SHARI L. FREIDENRICH BY:
COUNTY TREASURER - TAX COLLECTOR TREASURER - TAX COLLECTOR

SHEET 2 OF 2 SHEETS

ALL OF TENTATIVE
PARCEL MAP NO. 2019-175
3 NUMBERED PARCELS
AREA: 0.264 AC., GROSS
11,515 S.F., GROSS
DATE OF SURVEY: JUNE, 2020

PARCEL MAP NO. 2019-175

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
CA ENGINEERING, INC., KENT COOPER L.S. 9322

MONUMENT NOTES:

- INDICATES MONUMENT FOUND AS NOTED.
- ▲ INDICATES FOUND O.C.S. C.P.S. HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.
- INDICATES A 2" I.P. TAGGED LS 9322 OR A LEAD & TAG STAMPED LS 9322 IN CONCRETE OR AN 8" SPIKE AND WASHER STAMPED LS 9322 IN ASPHALT TO BE SET, FLUSH, WITHIN 24 MONTHS OF MAP RECORDATION, UNLESS OTHERWISE NOTED.
- INDICATES A 1" I.P. TAGGED LS 9322 OR A LEAD & TAG STAMPED LS 9322 IN CONCRETE OR AN 8" SPIKE AND WASHER STAMPED LS 9322 IN ASPHALT TO BE SET, FLUSH, WITHIN 24 MONTHS OF MAP RECORDATION.

1 N 2282935.42; E 9083285.20
O.C.S. G.P.S. POINT NO. 0477
FD, PUNCHED BOLT AND O.C.S. WASHER STAMPED "RC 6978", DN, 0.1' BELOW SURFACE AT THE CENTERLINE INTERSECTION OF DRANGETHORPE AVE. AND RICHFIELD RD. PER R1 AND TRACT NO. 17775, M.M. 946/49-50.

2 N 2263199.56; E 6079891.78
O.C.S. G.P.S. POINT NO. 0478
FD, PUNCHED SPIKE AND O.C.S. WASHER STAMPED "RC 6978", DN, 0.2' BELOW SURFACE AT THE CENTERLINE INTERSECTION OF ORANGETHORPE AVE. AND JEFFERSON ST. PER R1 AND TRACT NO. 16836, M.M. 900/35-37.

3 FD, GEAR SPIKE AND WASHER, NO STAMPING, DN 0.10', PER R1, ON LINE 0.05' SOUTHERLY FROM THE CENTERLINE INTERSECTION OF VAN BUREN STREET AND SIERRA VISTA AVENUE PER R5 AND R6.

4 FD, GEAR SPIKE AND WASHER, "LS 7780", DN, 0.10', PER R1, ACCEPTED AS THE CENTERLINE INTERSECTION OF VAN BUREN STREET AND LA PALOMA AVENUE PER R3 AND R6.

5 FD, GEAR SPIKE AND WASHER, NO STAMPING, PER R4 AND R6, DN, 0.20' PER R1, ACCEPTED AS THE CENTERLINE INTERSECTION OF VAN BUREN STREET AND VINCENTE AVENUE PER R4.

6 FD, SPIKE AND WASHER, ILLEGIBLE, PER R4, DN, 0.10' PER R1, ACCEPTED AS THE CENTERLINE INTERSECTION OF MARIA AVENUE AND VINCENTE AVENUE.

7 FD, SPIKE AND WASHER, "LS 7780", DN, 0.10', PER R1, ACCEPTED AS THE CENTERLINE INTERSECTION OF MARIA AVENUE AND LA PALOMA AVENUE.

8 FD, P.K. NAIL, FLUSH, PER R1 ON PROLONGATION OF THE CENTERLINE OF MARIA AVENUE.

9 FD, 1" I.P. AND TAG, "LS 9309", FLUSH, PER R11, N.T.S. 0.05' M&R1, R3, R6

10 FD, LEAD, TAG AND TAG, "LS 9309", FLUSH, PER R11, N.T.S. 0.05' M&R1, R3, R6

DATUM STATEMENT

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD 1983 (2017.50 EPOCH O.C.S. GPS ADJUSTMENT).

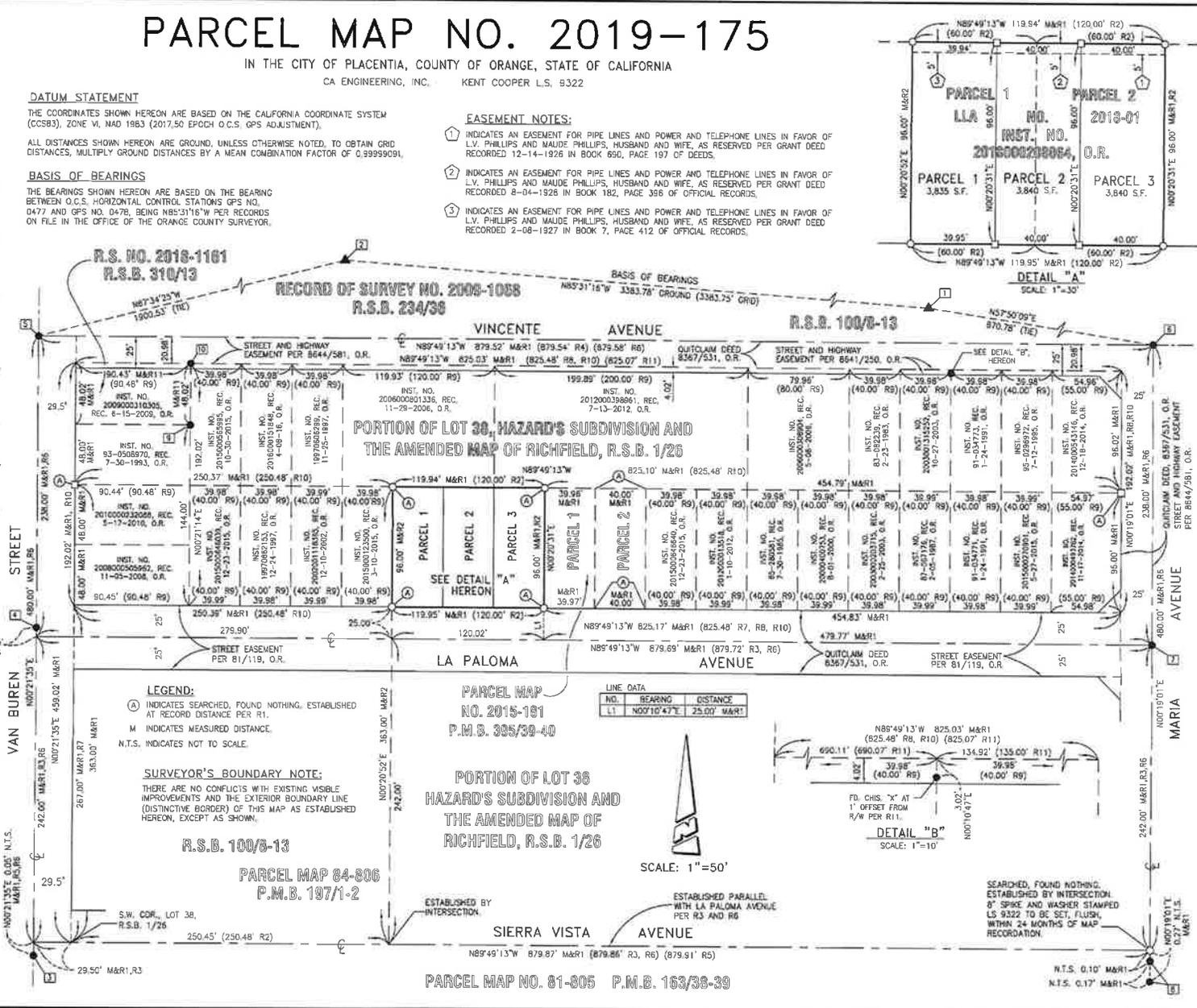
ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A MEAN COMBINATION FACTOR OF 0.99999091.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS NO. 0477 AND GPS NO. 0478, BEING N85°31'16"W PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

EASEMENT NOTES:

- 1 INDICATES AN EASEMENT FOR PIPE LINES AND POWER AND TELEPHONE LINES IN FAVOR OF L.V. PHILLIPS AND MAUDE PHILLIPS, HUSBAND AND WIFE, AS RESERVED PER GRANT DEED RECORDED 12-14-1926 IN BOOK 860, PAGE 197 OF DEEDS.
- 2 INDICATES AN EASEMENT FOR PIPE LINES AND POWER AND TELEPHONE LINES IN FAVOR OF L.V. PHILLIPS AND MAUDE PHILLIPS, HUSBAND AND WIFE, AS RESERVED PER GRANT DEED RECORDED 8-04-1928 IN BOOK 182, PAGE 396 OF OFFICIAL RECORDS.
- 3 INDICATES AN EASEMENT FOR PIPE LINES AND POWER AND TELEPHONE LINES IN FAVOR OF L.V. PHILLIPS AND MAUDE PHILLIPS, HUSBAND AND WIFE, AS RESERVED PER GRANT DEED RECORDED 2-08-1927 IN BOOK 7, PAGE 412 OF OFFICIAL RECORDS.



ATTACHMENT 1



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 20, 2021

SUBJECT: **APPROVAL OF FINAL PARCEL MAP 2007-186 SUBDIVIDING AN APPROXIMATELY 0.57-ACRE LOT INTO THREE PARCELS LOCATED AT 1802 N. VALENCIA AVENUE, EAST SIDE OF VALENCIA AVENUE BETWEEN VALENCIA AVENUE AND THE WESTERN TERMINUS OF ALCOTT AVENUE**

FISCAL

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

SUMMARY:

On January 8, 2019, the City Council approved Tentative Parcel Map No. (TPM) 2007-186 for the subdivision of an approximate 0.57-acre lot into three (3) parcels located at 1802 N. Valencia Avenue. The recommended action will accept Final Parcel Map No. 2007-186 dividing the original parcel of land into three (3) separate parcels.

RECOMMENDATION:

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

1. Approve Final Parcel Map No. 2007-186, subject to review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2007-186.

DISCUSSION:

PMC Section 22.80.010(a) requires a parcel map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the subdivision map. On January 8, 2019, the Planning Commission approved TPM 2007-186 to subdivide an approximate 0.57-acre lot into three (3) lots. Subsequently, City Council approved TPM No. 2019-175 on January 15, 2019.

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, the proposed

1. f.
April 20, 2021

subdivision located within the existing R-1 Zoning District will be compatible with adjacent land uses and will not result in any adverse impacts to the surrounding area. The proposed project is also consistent with the City's General Plan and meets the minimum development standards of the PMC.

The recommended actions will accept Final Parcel Map No. 2007-186 subdividing the original parcel of land into three (3) separate parcels.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Parcel Map No. 2007-186

SHEET 1 OF 3 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2007-186
3 NUMBERED PARCELS
AREA: 24,636 SQUARE FEET (GROSS AND NET)
0.566 ACRES (GROSS AND NET)
DATE OF SURVEY-JUNE 2019
KING CIVIL ENGINEERING CORP.

PARCEL MAP NO. 2007-186

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA.
BEING A SUBDIVISION OF LOT 37 OF TRACT NO. 7165 IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 295, PAGES 49-50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.
THOMAS A. KING, R.C.E. 16916

ACCEPTED AND FILED AT THE
REQUEST OF
FIRST AMERICAN TITLE COMPANY
DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties having any record title interest in the land covered by this map, do hereby consent to the preparation and recordation of said map, as shown within the distinctive border line.

We hereby dedicate the 10.00' wide public utility easement to the City of Placentia as shown on said map.

We also hereby release and relinquish to the City of Placentia:
1) All vehicle access rights to Valencia Avenue except at approved access locations for Parcel 1.

We hereby reserve a 15' wide utility easement over Parcel 2 for the benefit of Parcel 1 as shown on said map.

MONBRI LLC

By: Javier Brink
Javier Brink, Owner

ENGINEER'S STATEMENT:

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of MONBRI LLC in JUNE 2019. I hereby state that all monuments are of the character and occupy the positions indicated, or that they will be set in such positions within 90 days after acceptance of improvements; and that said monuments are sufficient to enable the survey to be retraced. I hereby state this parcel map substantially conforms to the conditionally approved tentative map if any.

Thomas A. King March 25, 2021
Thomas A. King Date
R.C.E. 16916
Expiration Date: 6/30/2021



CITY ENGINEER'S STATEMENT:

I hereby state that I have examined this map, that it conforms substantially to the Tentative Map and all approved alterations thereof. That all provisions of State Law and Local Subdivision Ordinances of the City of Placentia applicable at the time of the approval of the Tentative Map have been complied with.

Dated this _____ day of _____, 2021

MASOUD SEPAHI City Engineer of the City of Placentia
R.C.E. NO. 52786
Expiration Date: 12/31/2022



CITY SURVEYOR'S STATEMENT:

I hereby state that I have examined this map and have found that it conforms with mapping provisions of the Subdivision Map Act and I am satisfied this map is technically correct.

Dated this 8TH day of APRIL, 2021
(Day) (Month)

David B. Ragland
David B. Ragland, City Surveyor of the City of Placentia
L.S. 5173
Expiration Date: 6/30/2021



COUNTY SURVEYOR'S STATEMENT:

I hereby state that I have examined this map and have found that all mapping provisions of the Subdivision Map Act have been complied with and I am satisfied said map is technically correct relative to the parcel map boundary.

Dated this _____ day of _____, 2021

Kevin R. Hills, County Surveyor
L.S. 6617

By: Lily M. N. Sandberg, Deputy County Surveyor
P.L.S. 8402



NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
County of Orange) ss

On March 26, 2021, before me, Veronica Corona, a Notary Public, personally appeared Javier Brink who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies) and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand:

Signature Veronica Corona
Notary Public in and for said State
Veronica Corona
(Print Name)

My Principal Place of Business is
in Placentia, CA
My Commission expires Jan 15, 2025

CITY CLERK'S CERTIFICATE

State of California)
City of Placentia) ss
County of Orange)

I hereby certify that this map was presented for approval to the City Council of the City of Placentia at a regular meeting thereof held on the _____ day of _____, 2021, and that thereupon said Council did, by an order duly passed and entered, approve said map.

And did accept on behalf of the City of Placentia:

1. The vehicle access rights to Valencia Avenue as released and relinquished except at approved access location for Parcel 1.
2. The 10.00' wide public utility easement as dedicated.

We also hereby abandon, pursuant to section 66445(j) of the Subdivision Map Act, that particular 15 foot wide sewer easement within the boundary of this map, within Lot 37, which was acquired by the City of Placentia per the map of Parcel No. 7165 filed in Book 295, Pages 49 and 50 of Official Records, Records of the County of Orange, California, not shown on this map.

And did also approve subject map pursuant to the provisions of Section 66436(a)(3)(A) of the Subdivision Map Act.

Dated this _____ day of _____, 2021

Robert S. McKinnell
City Clerk of the City of Placentia

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

State of California)
County of Orange) ss

I hereby certify that according to the records of my office, there are no liens against the land covered by this map or any part thereof for unpaid State, County, municipal or local taxes or special assessments collected as taxes, except taxes or special assessments collected as taxes not yet payable.

And do certify to the Recorder of Orange County that the provisions of the Subdivision Map Act have been complied with regarding deposits to secure payment of taxes or special assessments collected as taxes on the land covered by this map.

Dated this _____ day of _____, 2021

Shari L. Freidenrich
County Treasurer-Tax Collector

By: _____
Treasurer-Tax Collector

SIGNATURE OMISSION NOTES:

Pursuant to the provisions of Section 66436(a)(3)(A) of the Subdivision Map Act, the following signatures have been omitted:

1. AT&T, successors in interest to The Pacific Telephone and Telegraph Company, holder of an easement for either or both underground and aerial lines, conduits and incidental purposes, per document recorded July 6, 1972 in Book 10211, Page 125 of Official Records.
2. The City of Placentia, holder of a 2 foot wide Treowell easement as per Tract No. 7165 map, filed in Book 295, Pages 49-50 of Miscellaneous Maps on March 31, 1972, in the office of the Orange County Recorder.

SHEET 2 OF 3 SHEETS
 ALL OF TENTATIVE PARCEL MAP NO. 2007-186
 3 NUMBERED PARCELS
 AREA: 24,636 SQUARE FEET (GROSS AND NET)
 0.566 ACRES (GROSS AND NET)
 DATE OF SURVEY-JUNE 2019
 SCALE: 1" = 60'
 KING CIVIL ENGINEERING CORP.

PARCEL MAP NO. 2007-186

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA.
 THOMAS A. KING, R.C.E. 16916

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION G.P.S. NO. 0408 AND STATION G.P.S. NO. 5194R1, BEING N13°22'55"W, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99999161, AVERAGE VALUE.

REFERENCE NOTES:

- R1- Indicates record (or computed from record) per Tract No. 4715, M.M. 257/25-27.
- R2- Indicates record (or computed from record) per Tract No. 7165, M.M. 295/49-50.
- R3- Indicates record (or computed from record) per Tract No. 8394, M.M. 291/1-3.
- R4- Indicates record (or computed from record) per Tract No. 6981, M.M. 272/25-27.
- R5- Indicates record (or computed from record) per Tract No. 15839, M.M. 795/37-38.
- R6- Indicates record per Parcel Map No. 88-224, PMB 275/45-46.
- R7- Indicates record distance per Tract No. 7165, M.M. 295/49-50 Centerline Tie Notes.
- (R#)-Record as indicated above, unless otherwise noted.
- SNF-Indicates searched nothing found.
- M&R-Indicates measured distance and reference distance.

MONUMENT NOTES:

- - Indicates set monument as indicated and noted hereon.
- ① Set spike and washer stamped RCE 16916 flush.
- ② Set lead, tack & tag stamped RCE 16916 in top of wall on parcel corner.
- ③ Set lead, tack & tag stamped RCE 16916 offset N89°46'08"W 2.00' from parcel corner.
- ④ Set lead, tack & tag stamped RCE 16916 offset N00°13'52"E 2.00' from parcel corner.
- ⑤ Set lead, tack & tag stamped RCE 16916 offset N32°24'21"W RAD. 2.00' from parcel corner.
- - Indicates found monument as indicated and noted hereon.
- ▲ - Indicates found OCS GPS control station monument per the Horizontal Control Data Sheet of the Orange County Surveyor.

EASEMENT NOTES:

- (A) An existing 2.00' wide treewall easement dedicated to the City of Placentia per Tract No. 7165.
- (B) A 15.00' wide utility easement over Parcel 2 in favor of Parcel 1 reserved hereon.
- (C) An existing easement in favor of AT&T, successor in interest to Pacific Telephone and Telegraph, per document recorded July 6, 1972 in Book 125 of Official Records. Plotted hereon.
- (D) A 10.00' wide public utility easement dedicated to the City of Placentia. Dedicated hereon.
- (E) Abutter's rights of ingress and egress to or from Valencia Avenue relinquished to the City of Placentia per Tract No. 7165.

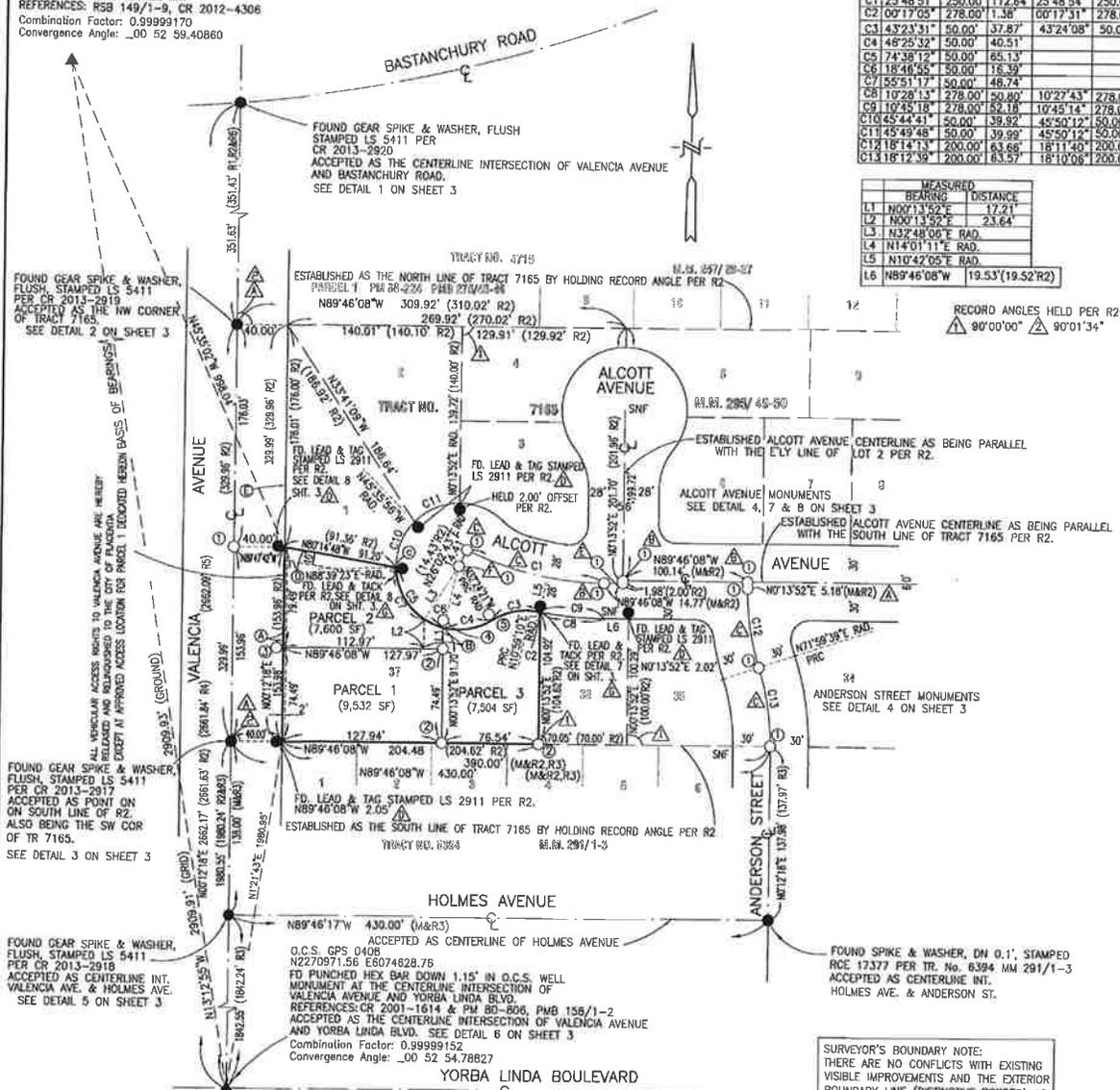
ESTABLISHMENT NOTES:

- ▲ ESTABLISHED BY HOLDING RECORD ANGLE PER (R2).
- ▲ ESTABLISHED PER TRACT NO. 7165, M.M. 395/49-50 CENTERLINE TIE NOTES.
- ▲ ESTABLISHED BY HOLDING RECORD RADIUS PER (R2).
- ▲ ACCEPTED AS PROPERTY LINE PROD PER (R2).
- ▲ ESTABLISHED BY BEARING-BEARING INTERSECT.
- ▲ ESTABLISHED BY HOLDING RECORD BEARING AND DISTANCE FROM PROPERTY LINE PROD PER R2.
- ▲ FOUND LEAD AND TACK, NO TAG, NO REFERENCE, ACCEPTED AS POINT ON PROPERTY LINE PROD PER R2.

O.C.S. GPS 5194R1
 N2273804.41 E6073963.52
 FD GEAR SPIKE WITH WASHER, FLUSH, STAMPED LS 5411
 MONUMENT AT THE CENTERLINE INTERSECTION OF
 MICHEL PLACE AND MICHEL WAY
 REFERENCES: RSB 149/1-9, CR 2012-4306
 Combination Factor: 0.99999170
 Convergence Angle: .00 52 59.40860

COURSE	MEASURED		PER R2	
	B	D	B	D
C1	25°48'51"	250.00'	112°64'	25°48'54"
C2	00°17'05"	278.00'	1°38'	00°17'31"
C3	43°23'31"	50.00'	37°83'	43°24'08"
C4	48°25'32"	50.00'	40°51'	
C5	74°38'12"	50.00'	65°13'	
C6	18°46'55"	50.00'	18°39'	
C7	55°51'17"	50.00'	48°74'	
C8	10°28'13"	278.00'	50°80'	10°27'43"
C9	10°45'18"	278.00'	52°18'	10°45'14"
C10	45°44'41"	50.00'	38°32'	45°50'12"
C11	45°49'48"	50.00'	39°99'	45°50'12"
C12	18°14'13"	200.00'	63°66'	18°11'40"
C13	18°12'39"	200.00'	63°57'	18°10'06"

MEASURED BEARING	DISTANCE
L1	N00°13'52"E 17.21'
L2	N00°13'52"E 23.64'
L3	N32°48'05"E RAD.
L4	N14°01'11"E RAD.
L5	N10°42'05"E RAD.
L6	N89°46'08"W 19.53'(19.52'R2)



SURVEYOR'S BOUNDARY NOTE:
 THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: APRIL 20, 2021

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE FY 2019-2020 ARTERIAL ROADWAY REHABILITATION PROJECT, CITY PROJECT NO. 1002**

FISCAL IMPACT:	EXPENSE: \$ 2,207,799.00	CONSTRUCTION CONTRACT
	\$ 218,917.09	CHANGE ORDER NO. 1
	\$ 2,426,716.09	TOTAL CONSTRUCTION COST
BUDGET:	\$ 2,483,600.00	TOTAL PROJECT BUDGET FY 2020-21 CIP BUDGET
	\$ 1,860,200.00	MEASURE U (791002-6185)
	\$ 312,000.00	MEASURE M (181002-6185)
	\$ 194,500.00	SB 1/RMRA (601002-6185)
	\$ 100,000.00	CALRECYCLE GRANT (501002-6185)
	\$ 16,900.00	THOROUGHFARE CONSTRUCTION FUND (261002-6185)

SUMMARY:

On July 7, 2020, the City Council awarded a Construction Contract to All American Asphalt Inc. in the amount of \$2,207,799.00 for the Fiscal Year ("FY") 2019-2020 Arterial Roadway Rehabilitation Project ("the Project"). The Project consisted of pavement reconstruction; reconstruction of damaged sidewalks, curbs, and gutters; new signing, striping, and pavement legends; traffic signal loop detectors; and traffic safety improvements identified in the City's Systemic Safety Analysis Report ("SSAR"). The project was completed with the addition of one (1) change order in the amount of \$218,917.09, or nine point nine percent (9.9%) of the construction contract amount. The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$2,426,716.09.

RECOMMENDATION:

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

1. Accept the work performed by All American Asphalt Inc. for construction of the FY 2019-20 Arterial Roadway Rehabilitation Project, City Project No. 1002, for a grand total amount of \$2,426,716.09; and

1. g.
April 20, 2021

2. Authorize the City Administrator to approve Contract Change Order No. 1 in the amount of \$218,917.09; and
3. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
4. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

DISCUSSION:

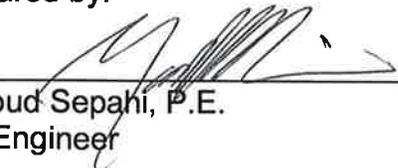
The scope of this project entailed pavement reconstruction; reconstruction of damaged sidewalks, curbs, and gutters; new signing, striping, markings, and pavement legends; traffic signal loop detectors; and traffic safety improvements identified in the City's SSAR. The general location and limits of the work included pavement rehabilitation on East Bastanchury Road (City limit east to Kraemer Boulevard), West Bastanchury Road (Placentia Avenue to City limit west), Golden Avenue (City limit east to Kraemer Boulevard), and Kraemer Boulevard (Golden Avenue to Bastanchury Road). More than one million square feet of pavement was rehabilitated as part of this project. One contract change order in the amount of \$218,917.09 covering unforeseen conditions and field adjustments to unit bid quantities was required to complete the project.

The City Council authorized contract change orders up to nine point 1 percent (9.1%) of the contract not-to-exceed amount or \$201,669. Collectively however, unforeseen field conditions coupled with necessary additional paving work and a need to maintain an economies of scale approach on the final project requirements, resulted in a final contract change order in the amount of \$218,917.09, or nine point nine percent (9.9%). Funding for this project utilized several sources which included Measure U, Measure M, SB 1/RMRA, and CalRecycle Rubberized Pavement Grant funds. Approval of the Notice of Completion is the final step in this project and, if approved by the City Council, will be recorded with the Orange County Clerk-Recorder's Office starting the 30-day window to file any construction claims against the contractor. At the conclusion of the 30-day window, if no claims have been filed with the City against the contractor, the City can release the retention funds which amount to five percent (5%) of the total construction cost.

FISCAL IMPACT:

The final project construction cost plus the change order amounts to \$2,426,716.09. This cost consists of the bid amount submitted by All American Asphalt Inc. in the amount of \$2,426,917.09 and \$218,917.09 for Contract Change Order No. 1. A total of \$2,483,600.00 was budgeted in the FY 2020-21 CIP Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Notice of Completion – All American Asphalt Inc. for FY 2019-2020 Arterial Roadway Rehabilitation Project No. 1002
2. Change Order No. 1 – All American Asphalt Inc.

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Free Recording Per Government Code Section 27383 & 6103.

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

NAMES	ADDRESSES
<u>N/A</u>	
6. A work of improvement on the property hereinafter described was completed on April 20, 2021. The work done was:
Street repairs and reconstruction of City's arterial streets.
The name of the contractor, if any, for such work of improvement was All American Asphalt Inc
7. 400 E. 6th Street, P.O Box 229, Corona, CA 92879 07/07/2020
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Placentia
County of Orange, State of California, and is described as follows FY 2019 – 2020 Arterial Roadway Rehabilitation Project
9. The street address of said property is "none"
(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: April 20, 2021
Verification for Individual Owner

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

VERIFICATION

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

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

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

Executed on April 20, 2021, at Placentia, California.
(Date of Signature) (City where signed.)

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

Contract Change Order No.1
 Project Title: 2018/2020 Arterial Rehabilitation Project
 Owner: City of Placentia Contractor: All American Asphalt

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

Description of work done, estimate of quantities and prices to be paid.	
1	This Change Order provides: a) Extra work and credits identified in Exhibit A \$ 218,917.09
2	This Change Order came about from: a)
<i>Adjustments to bid item quantities.</i>	
3	Action to be taken: a) The Contractor was directed to provide a lump sum price for this change.
4	Compensation a) Adjustment of Line Items exceeding 25% b) Extra work d) Credits
	\$ 218,917.09 \$ -
	Total \$ 218,917.09
5	Contract Time Extension a) 0

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

CHANGE TO CONTRACT COST:		CHANGE TO CONTRACT TIME:
Contract Amount:	\$ 2,207,799.00	
Previous CCOs:	\$ -	
Adjustment of Line Items Exceeding 25%		
Total Extra Work	\$ 181,058.94	
Total Field Adjustments	\$ 37,850.15	
Total Credits	\$ -	
Changes in Line Items:	\$ 218,917.09	
Current Contract price:	\$ 2,426,716.09	

Prepared by: [Signature]
 Kevyn Kaura, Public Works Inspector, City of Placentia

Recommended: [Signature]
 Masoud Sepahy, City Engineer, City Of Placentia

Recommended: [Signature]
 Luis Estevez, Deputy City Administrator, City Of Placentia

Approved by: [Signature]
 Damian R. Arrula, City Administrator, City Of Placentia

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be shown above

Accepted: [Signature]
 Edward J. Carlson, Vice President, All American Asphalt

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

CCO No. 1 Exhibit 'A'

Project Title: 19/20 Arterial Rehabilitation Project

Owner: City of Placentia

Contractor: All American Asphalt

No.	Description	Bid		Actual		\$\$	Comments	CREDIT	EXTRA
1	Cold Mill 2"	1070000	sf	1074616	sf	\$0.24	4616		\$1,107.84
2	Construct 2' AHRM	12000	sf	12624.79	sf	\$86.00	624.79		\$53,731.94
3	Vine Removal			1	LS	\$6,500.00	We had to remove overgrown vines on the walls to allow for sidewalk repairs.	-	\$6,500.00
4	Remove and replace asphalt (digouts)			10000	sq ft	\$3.61	Additional Asphalt Concrete replacement was required due to not having a full section.		\$36,100.00
5	Mc Cormack Striping			1	LS	\$1,500.00	We upgraded the paint for safety.	-	\$1,500.00
6	YLWD Utility Work			1	LS	\$11,000.00	This amount was paid for utility work which is reimbursed to us by YLWD.		\$11,000.00
7	Striping Bastanchury			1	LS	\$4,983.00	This striping work was for changes at Bastanchury and Harte Way as well as MC Cormack.	-	\$4,983.00
8	Add'l Loops			54	ea	\$240.00	There were loops that were not shown on the plans and were installed at various.	-	\$12,960.00
9	Golden Restripe			1	LS	\$44,676.16	After initial striping of a class 4 bike lane it was removed and restriped.	-	\$44,676.16
10	SD MH			4	EA	\$1,000.00	Sewer Maintenance Lids not shown on plans.	-	\$4,000.00
11	TC Loops			1	LS	\$4,500.00	This amount is for traffic control for related to the loops installed at Alta Vista/ Central	-	\$4,500.00
12	R&R 6"	80000	sf	87719	sf	\$3.85	7719 ft² overage		\$29,718.15
13	C&G	60	lf	208	lf	\$55.00	148 lf added in various locations		\$8,140.00
								-	
Sum of Line Item Adjustments								\$ -	\$218,917.09
Cost of Line Item adjustments								\$ 218,917.09	
Change in Contract Cost								\$218,917.09	



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 20, 2021

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR OLD CITY HALL ROOF REPLACEMENT AND HVAC IMPROVEMENT PROJECT, CITY PROJECT NO. 5002**

FISCAL

IMPACT:	EXPENSE:	\$ 164,700.00	CONSTRUCTION CONTRACT AMOUNT
		\$ 34,835.31	CHANGE ORDER NO. 1 (305002-6185)
		\$ 199,535.31	TOTAL CONSTRUCTION COST
	BUDGET:	\$ 258,400.00	TOTAL PROJECT BUDGET
		\$ 38,000.00	MEASURE U (795002-6185)
		\$ 220,400.00	HOUSING & COMMUNITY DEVELOP. FUND (305002-6185 FY 2019-20 CIP CARRYOVER)

SUMMARY:

On September 01, 2020, the City Council awarded a Construction Contract to Best Contracting Services, Inc. ("BEST") in the amount of \$164,700.00 for the Old City Hall Roof Replacement and HVAC Improvement Project ("the Project") which included the replacement of the roof, removal of the old and installation of a new roof-mounted HVAC packaged unit, and installation of rain gutters at Old Placentia City Hall. One contract change order in the amount of \$34,835.31, or twenty-one percent (21%) of the Construction Contract amount was issued for additional work including roof-drain repairs and replacement of roof tiles on Fire Station 1, adjacent to the Old City Hall building. Funding for the additional roof repairs, including the new contingency amount for the fire station was approved by the City Council as part of the FY 2020-21 Mid-Year Budget Adjustment. The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$199,535.31.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by Best Contracting Services, Inc. for the Old City Hall Roof Replacement and HVAC Improvement Project, City Project No. 5002, for a grand total amount of \$199,535.31; and

1. h.
April 20, 2021

2. Authorize the City Administrator to approve contract Change Order No. 1 in the amount of \$34,835.31; and
3. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
4. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

DISCUSSION:

On September 01, 2020, the City Council awarded a Construction Contract to Best Contracting Services Inc. in the amount of \$164,700.00 for the Old City Hall Roof Replacement and HVAC Improvement Project which consisted of replacement of the roof, removal of the old and installation of a new roof-mounted packaged HVAC unit, and installation of rain gutters at Old Placentia City Hall. One Change Order was issued in the amount of \$34,835.31 or twenty-one point 2 percent (21.2%) of the Construction Contract amount (Attachment 2) for the removal of old roof tiles, roof and drain repairs, and installation of new roof edge coping on Fire Station 1 located next door to Old City Hall. While the amount is higher than the original contingency of 10%, the City Council approved additional funds for these roof repairs and improvements for the fire station as part of the FY 2020-21 Mid-Year Budget Adjustment in February.

Approval of the Notice of Completion (Attachment 1) is the final step in this project and, if approved by the City Council, will be recorded with the Orange County Clerk-Recorder's Office starting the 30-day window to file any construction claims against the contractor. At the conclusion of the 30-day window, if no claims have been filed with the City against the contractor, the City can release the retention funds which amount to five percent (5%) of the total construction cost.

FISCAL IMPACT:

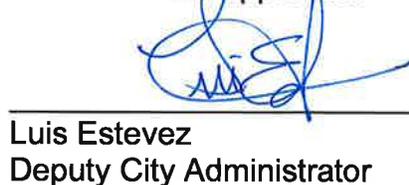
The final project construction cost plus the change order amounts to \$199,535.31. This cost consists of the bid amount submitted by Best Contracting Services Inc. in the amount of \$164,700.00 and \$34,835.31 for Contract Change Order No. 1. A total of \$258,400.00 was budgeted in the FY 2020-21 Capital Improvement Program (CIP) Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



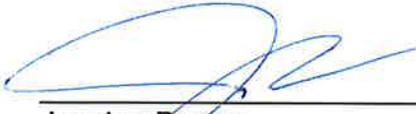
Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Notice of Completion – Best Contracting Services Inc. for Old City Hall Roof Replacement Project
2. Contract Change Order No. 1

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27363 & 6103.

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

NAMES	ADDRESSES
<u>N/A</u>	
6. A work of improvement on the property hereinafter described was completed on April 20, 2021. The work done was:
Replacement of roof and HVAC improvement at Old Placentia City Hall
- The name of the contractor, if any, for such work of improvement was Best Contracting Services, Inc
7. 19027 S. Hamilton Avenue, Gardena, CA 90248 09/01/2020
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Placentia
County of Orange, State of California, and is described as follows Old Placentia City Hall Roof Replacement Project No. 5002
9. The street address of said property is "none"
(If no street address has been officially assigned, insert "none".)

Dated: April 20, 2021
Verification for Individual Owner

CITY OF PLACENTIA

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

VERIFICATION

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

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

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

Executed on April 20, 2021, at Placentia, California.
(Date of Signature.) (City where signed.)

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

Contract Change Order No.1

Project Title: Old City Hall Roof Replacement Project

Owner: City of Placentia Contractor: BEST Contracting Inc.

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

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

- 1 This Change Order provides:
 - a) Extra work and credits identified in Exhibit A
\$ 34,835.31
 - 2 This Change Order came about from:
 - a) *Additional work items requested.*
 - 3 Action to be taken:
 - a) The Contractor was directed to provide a lump sum price for this change.
 - 4 Compensation
 - a) Adjustment of Line Items exceeding 25%
 - b) Extra work \$ 34,835.31
 - d) Credits
- | | |
|--------------|---------------------|
| Total | \$ 34,835.31 |
|--------------|---------------------|
- 5 Contract Time Extension
 - a) 0

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

CHANGE TO CONTRACT COST:	CHANGE TO CONTRACT TIME:
Contract Amount: \$ 164,700.00	
Previous CCOs: \$ -	
Adjustment of Line Items Exceeding 25%	
Total Extra Work \$ 34,835.31	
Total Field Adjustments \$ -	
Total Credits \$ -	
Changes in Line Items: \$ 34,835.31	
Current Contract price: \$ 199,535.31	

Prepared by: Kevin Koura, Public Works Inspector, City of Placentia

Recommended: Masoud Sepathi, City Engineer, City Of Placentia

Recommended: Luis Estevez, Deputy City Administrator, City Of Placentia

Approved by: Damien R. Amula, City Administrator, City Of Placentia

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be prices shown above

Accepted: Bob Mars 3/24/2021
 Bob Mars, Chief Operating Officer, BEST Contracting

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

CCO No. 1 Exhibit 'A'

Project Title: Old City Hall Roof Replacement Project

Owner: City of Placentia

Contractor: Best Contracting Services

No.	Description Labor	Bid	Actual	Is	\$\$	Comments	TOTAL
1	Sheet Metal Foreman, Journeyman, Shet Metal Journeyman (Shop), Roofing Foreman, Roofing Journeyman		1	Is	\$23,052.00		\$23,052.00
Description Materials							
	Roofing materials to include underlayment, sheet metal, roofing membrane, nails, screws, caulking.		1	Is	\$6,336.09		\$6,336.09
Equipment							
	3/4 Ton Truck		1	Is	\$1,360.00		\$1,360.00
Sum of Line Item							\$30,748.09
Overhead							\$ 2,724.82
Profit							\$ 1,362.40
Total							\$34,835.31



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: APRIL 20, 2021
SUBJECT: **PURCHASE OF EVIDENCE LOCKERS WITH PROP 69 FUNDS**

FISCAL

IMPACT: EXPENSE: \$ 120,725 (103043-6840)
REVENUE: \$ 110,000 MISCELLANEOUS GRANTS - PROP 69 (103043-4210)
BUDGETED: \$ 10,725 FY 2020-21 GENERAL FUND (103043-6840)

SUMMARY:

The Proposition 69 – DNA Identification revenue may be used to reimburse the Sheriff, municipal police departments, Probation, and the District Attorney for equipment and direct costs incurred in the processing of DNA (Deoxyribonucleic Acid) evidence. The Police Department made a formal request to the County of Orange Prop 69 Committee on December 17, 2020, to purchase pass-through evidence storage lockers. Based upon the recommendation from the Prop 69 Committee, the County of Orange Board of Supervisors approved the Department's funding request for this project on February 9, 2021.

RECOMMENDATION:

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

1. Approve the appropriation of Prop 69 funding from the County of Orange in the amount of \$110,000; and
2. Approve the purchase of evidence storage lockers from McMurray Stern for an amount not-to-exceed \$120,725; and
3. Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Proposition 69 – DNA Identification revenue may be used to reimburse the Sheriff, municipal police departments, Probation, and the District Attorney for equipment and direct costs incurred in the processing of DNA (Deoxyribonucleic Acid) evidence. The Police Department made a

1. i.
April 20, 2021

formal request to the County of Orange Prop 69 Committee on December 17, 2020, to purchase pass-through evidence storage lockers. Based upon the recommendation from the Prop 69 Committee, the County of Orange Board of Supervisors approved the Department's funding request for this project on February 9, 2021. Funds allocated for one-time funding requests will be used to provide evidence handling and storage solutions, should the new Public Safety Facility building project be approved by the Council. Awards approved for 2020 will be disbursed on a reimbursement basis after proof of purchase documentation is received.

The lockers are being purchased through a California Multiple Award Schedule (CMAS) contract that was awarded by the State of California to McMurray Stern. The City's purchasing ordinance allows for the purchase of goods and services without competitive bids under certain specified circumstances such as cooperative purchasing arrangements with other government agencies.

ALTERNATIVE OPTIONS:

There are no substantive alternative options since the City is receiving funds for this specific purchase.

FISCAL IMPACT:

The purchase is presented for City Council consideration using \$110,000 in revenue from Miscellaneous Grants (Prop 69) and \$10,725 in FY 2020-21 mid-year appropriation to General Fund, Support Services, Machinery & Equipment.

Prepared by:



Julie Kennicutt
Sr. Management Analyst

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Quote from McMurray Stern

Mc Murray Stern
 15511 Carmenita Rd
 Santa Fe Springs, CA 90670
 Phone: (562) 623-3000
 Fax: (562) 623-3039
 http://www.mcmurraystern.com/



CUSTOMER INVOICE

29296-1

due by 1/21/2021

BILL TO

Julie Kennicutt, Senior Management Analyst
 Placentia Police Department
 401 E. Chapman Avenue
 Placentia, CA 92870

INSTALL TO

Placentia Police Department
 City of Placentia
 401 E. Chapman Avenue
 Placentia, CA 92870

CUSTOMER PO #	SALESPERSON	TERMS OF SALE	JOB #	INVOICE DATE	INVOICE TYPE		
Approved by Julie Kennicutt	Laura Borda	COD		1/21/2021	Installation Complete Billing		
Line	Part #	Description	Qty	On B.O.	Unit	Price Ea	Ext Price
02) Evidence Lockers							
1	Spacesaver Evidence Lockers	Spacesaver Evidence Lockers with Controloc and Pass-Through Features	1.00	0.00	EA	\$86,000.00	\$86,000.00
03) Refridgerator Evidence Locker							
1	Spacesaver Refridgerator Evidence Locker	Spacesaver Refridgerator Evidence Locker	1.00	0.00	EA	\$24,000.00	\$24,000.00
						Subtotal	\$110,000.00
						Sales Tax	10,725 \$9,625.00
						Total	\$119,625.00 120,725
FINAL BILLING						Billing %	100.00%
						Tax	10,725 \$9,625.00
						Subtotal	120,725 \$119,625.00
						Amount Due	\$119,625.00 120,725.00



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: APRIL 20, 2021

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA FORENSIC PHLEBOTOMY, INC. FOR FORENSIC BLOOD DRAW SERVICES**

FISCAL

IMPACT: \$20,000 (ESTIMATED) FOR FISCAL YEAR 2021-22 BUDGET (103040-6055)
\$21,000 (ESTIMATED) FOR FISCAL YEAR 2022-23 BUDGET (103040-6055)
\$22,000 (ESTIMATED) FOR FISCAL YEAR 2023-24 BUDGET (103040-6055)

SUMMARY:

California Forensic Phlebotomy (CFP) is the exclusive service provider of blood draw services for Orange County law enforcement agencies. The Placentia Police Department has been utilizing this provider for over 30 years. This action will authorize the City to enter into a professional services agreement with California Forensic Phlebotomy, Inc. for Police Department related forensic blood draws for a three (3) year term ending June 30, 2024.

RECOMMENDATION:

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

1. Approve the Professional Services Agreement with California Forensic Phlebotomy, Inc. for a three-year term ending June 30, 2024; and
2. Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

DISCUSSION:

CFP has provided and continues to provide forensic blood withdrawal services exclusively to Orange County law enforcement agencies for over 30 years. In addition to forensic blood draws, CFP offers court-related services to the District Attorney's Office and the Department of Motor Vehicle Division of Driver Safety on behalf of the City of Placentia at no extra cost. The level of services provided to the City by CFP has always been professional and satisfactory. There is no other contractor that provides such a service within Orange County.

1. j.
April 20, 2021

There are many factors which contribute to CFP's continued success in providing prompt, dependable, and economical services. One of the top contributing factors is their involvement in only one type of business – the business of providing forensic blood withdrawals exclusively for Southern California law enforcement. Their efforts are not divided between other business ventures or services. This allows CFP to focus efforts and energies into providing the complex and intricate service that law enforcement demands. CFP continues to be the single source provider of these services in Orange County.

CFP has amassed tremendous knowledge and expertise in the area of forensic blood withdrawal through their long-term relationship with the Orange County Crime Laboratory with a proven track record that includes over 39 years of tried-and-true services. The relationship with all Orange County law enforcement agencies has allowed them to develop extremely sound policies and procedures specifically designed for Orange County law enforcement. CFP takes great pride in the fact that no criminal case has ever been lost due to a flawed company policy or procedure.

Each of the staff members receives over 80 hours of one-on-one training. It takes CFP, on average, more than three (3) months to recruit a new employee. It is critical that employees receive this level of training due to the importance of the service provided and the types of individuals from whom samples are required, such as intravenous drug users, trauma patients, uncooperative subjects, etc. Nationally, phlebotomists are unable to obtain samples in excess of 10% of the time. CFP employees possess a phenomenal 99.7% success rate.

Services are provided, and have always been provided, in strict adherence with California Code of Regulations Title 17, as well as pursuant to the guidelines established under California Vehicle Code Section 23158. All field employees are licensed phlebotomists and specifically trained one-to-one in the medically approved method of obtaining and handling forensic blood evidence, while maintaining the chain of custody.

CFP has collected over half a million blood samples since the company's inception. CFP responds to jails, on-scene, hospitals, or checkpoints. Unlike other vendors, CFP's service delivery is based on a proven track record and not merely a promise of performance. CFP's notable record is due in part to the utilization of an extensive network of employees (not contractors or temporary staff). By providing service to all Orange County law enforcement agencies, they can strategically place numerous employees throughout the county. The employees' sole responsibility is the collection of forensic blood samples. CFP is confident that their extensive and far-reaching network of personnel, which has taken years to build, will easily allow them to continue to meet the City's response time requirements. Competing vendors would have a nearly impossible task meeting the response time requirements without an existing infrastructure and extensive network of qualified staff residing in Orange County.

The estimated costs include all court-related services provided to the District Attorney's Office and the Department of Motor Vehicles Division of Driver Safety.

CFP Services include:

- Weekly emails sent to the District Attorney's Office at each of the Justice Centers, the DMV, and the Orange County Sheriff Department Crime Laboratory detailing employee availability and scheduled vacations.
- Assistance in locating former employees for outstanding cases.
- Extensive program to assure employee availability.
- Company management readily available to testify to business records.

The communication system allows law enforcement agencies immediate direct access to the on-duty supervisors, 24 hours per day, seven (7) days a week. Additionally, as a still practicing forensic phlebotomist, the President of CFP is always available to handle agency needs, ensuring a timely response and a resolution of issues immediately.

FISCAL IMPACT:

Effective July 1, 2021, CFP's rate will increase to \$116 per forensic blood draw request. Funding for this service is derived from the General Fund and will be included in the Fiscal Year 2021-22 budget and future fiscal year budgets as indicated.

Prepared by:



Julie Kennicutt
Sr. Management Analyst

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement – California Forensic Phlebotomy, Inc.
2. CFP correspondence to Placentia Police Department regarding rate increase

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
CALIFORNIA FORENSIC PHLEBOTOMY, INC.**

THIS AGREEMENT is made and entered into this 1st day of July, 2021 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and CALIFORNIA FORENSIC PHLEBOTOMY, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide blood draws as part of criminal investigations, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Twenty-one Thousand Dollars (\$21,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any

anceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

California Forensic Phlebotomy, Inc.
5753 E. Santa Ana Cyn. Rd., #G-553
Anaheim Hills, CA 92807
Tel: 949-309-2459 x 4
Cell: 714-501-7128
Attn: Melissa Vega

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8200
Fax: 714-524-3459
Attn: Julie Kennicutt

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

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

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

hereunder for the term of this Agreement.

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

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

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

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

including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results

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

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

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

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

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

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

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

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

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

continuing waiver.

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: _____

Melissa Vega, Vice President & Owner

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Julie Kennicutt, Sr. Management Analyst

Date: _____

DEPARTMENTAL APPROVAL

Darin Lenyi, Chief of Police

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL



**CALIFORNIA
FORENSIC
PHLEBOTOMY
INCORPORATED**

5753 E. Santa Ana Cyn Rd. Suite G-553
Anaheim Hills, CA 92807
e-mail rvega@californiaforensicphlebotomy.com
24 Hour Technician Response 714.529.0515
Administration 949.309.2459
Fax 949.203.2133

SCOPE OF WORK

Contractor to provide employees who shall remain available on an on-call basis at all times, seven (7) days per week, twenty-four (24) hours per day, three hundred sixty five (365) a year, and agree to said employees to conduct tests identified in the City agreement, as requested. Locations for taking of blood samples shall include, but not limited to: Placentia Police Department, local hospitals, Orange County Jail field locations in and around the City of Placentia.

Contractor to provide related employees to appear and conduct requested tests within forty-five (45) minutes of such request. Contractor to provide twenty-four (24) access to a supervisor to remedy any problems or questions that may arise.

Contractor to provide medical supplies and equipment necessary to conduct tests at no cost to the City. Contractor to provide transportation for employees at no cost to the City.

Contractor's employees, upon request of the City and/or the Orange County District Attorney, shall appear in court or any other designated location, at no additional cost, for the purpose of discussion or testimony concerning collecting of samples.

Contractor's said employees agree to appear in court at the time designated by the City and/or the Orange County District Attorney. The City and/or the District Attorney will provide at least two (2) hours' notice to such appearance.

In addition to applicable laws, all blood sample collection and subsequent handling shall be conducted in accordance with direction and procedures prescribed by the Orange County Sheriff Department Forensic Sciences Services Division. Only employees of the Contractor, deemed acceptable by the City, hereunder shall perform services; the City will refuse to permit blood samples to be collected by any employee of Contractor considered, by the City in its sole discretion, to be unacceptable.

All blood samples shall be refrigerated immediately and deposited by the Contractor at the County of Orange's refrigerated blood locker within (12) hours of withdrawal. Contractor to provide at Contractor's expense, supplies necessary to ensure that blood samples are properly refrigerated as directed by the Orange County Sheriff Department Forensic Science Services Division.

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Coto Insurance & Financial Services		NAMED INSURED California Forensic Phlebotomy Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Placentia shall be excess and non contributory.



**CALIFORNIA
FORENSIC
PHLEBOTOMY
INCORPORATED**

5753 E. Santa Ana Cyn Rd. Suite G-553
Anaheim Hills, CA 92807
e-mail rvega@californiaforensicphlebotomy.com
24 Hour Technician Response 714.529.0515
Administration 949.309.2459
Fax 949.203.2133

March 23, 2021

City of Placentia Police Department
401 E. Chapman Ave.
Placentia, CA 92870

Attn: Julie Kennicutt, Management Analyst – Police Administration

Subject: Contract Renewal

Dear Julie,

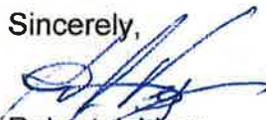
We wish to take this opportunity to thank you once again for allowing our organization to serve The City of Placentia Police Department over the past 40 years. We very much would like to continue providing you with our Blood Technician Services during the coming years.

Given the current pandemic due to COVID-19, we face higher costs for PPE and other supplies as demand has surged to unprecedented levels. The impact of COVID-19 has also resulted in much higher overall operating costs. As such, we must increase our rates marginally. This small rate increase will ensure our ability to provide the high level of service the Placentia Police Department relies upon.

Our new rate, effective July 1, 2021, will be \$116.00 per request. All other terms and conditions of the existing agreement apart from our price change will remain the same.

If you should have any questions, please feel free to contact either of us.

Sincerely,


Robert J. Vega
President
(714) 783-8519


Melissa L. Vega
Vice President
(714) 501-7128



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: APRIL 20, 2021
SUBJECT: **PURCHASE OF TWO (2) LICENSE PLATE READER UNITS**

FISCAL
IMPACT: EXPENSE: \$49,570 (676106-6840)
BUDGETED: \$49,570 PUBLIC SAFETY IMPACT FEE FUNDS
NO GENERAL FUND DOLLARS WILL BE UTILIZED FOR THIS PURCHASE

SUMMARY:

The Placentia Police Department ("the Department") is proposing the purchase of two (2) additional mobile Automated License Plate Readers (ALPR) from Vigilant Solutions, LLC ("Vigilant Solutions") to be affixed to City-owned police vehicles. The ALPR's will be deployed in the field on a regular basis as part of standard patrol duties by the Department's officers. The ALPR will assist officers in locating vehicles that have matching inquiries within law enforcement databases by providing instantaneous results in the field using proprietary Law Enforcement Archival Reporting Network (LEARN) software. This technology greatly improves officer efficiency, and most importantly officer and community safety, as officers will not need to manually input information into a computer for inquiries. This allows the officer to stay increasingly alert to their surroundings and focused on the safe operation of a patrol vehicle.

The Department's existing Vigilant Solutions ALPR system was damaged beyond repair on August 21, 2019, and was deemed a total loss after a pursuit/traffic collision. Additionally, this model was discontinued and is out of warranty, thus no longer supported by the manufacturer (purchased in March of 2012).

RECOMMENDATION:

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

1. Approve the purchase of two (2) License Plate Reader units from Vigilant Solutions, LLC for an amount not-to-exceed \$49,570; and
2. Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1. k.
April 20, 2021

DISCUSSION:

ALPR technology scans license plates at a high-speed and then crosschecks those license plate numbers against law enforcement databases. ALPR systems provide real-time data that improves situational awareness and keeps our community and officers safe. An ALPR takes photos of license plates and vehicles using high speed cameras affixed to a patrol vehicle. The LEARN software system then reads and detects the license plates in those photos. ALPR's can capture these images exponentially faster than any single officer possibly can. Once detected, the ALPR will send a visual and audible tone to the officer via the Mobile Data Computer (MDC) when a relevant inquiry has been made. These alerts include vehicles involved in major crimes, stolen vehicles, wanted persons, and vehicles associated with missing persons.

Vigilant Solutions also provides analytics to process the data collected. Investigators can search the LEARN databases by full or partial license plates; automobile year, make, or model; by geographic area; or a specific location. This data can help officers discover new crime trends and/or specific crime hot spots. The Police Department can also continue to share ALPR data with other law enforcement agencies throughout the area. The ability to share and collaborate with other law enforcement agencies will assist officers within multiple jurisdictions to support solving and preventing crimes. All ALPR data collected is owned by the Police Department and is stored and managed by a cloud-based system (LEARN) that meets or exceeds all relevant requirements set forth in the Federal Bureau of Investigation-Criminal Justice Information Services (FBI-CJIS) Security Policy.

The Police Department complies with California Civil Code Section 1798.90.5 et seq. regarding the operation of ALPR technology. The Department policy (Policy 461) on ALPR utilization is available by request; additionally, the policy is posted on the City's website.

ALTERNATIVE OPTIONS:

Vigilant Solutions ALPR systems are the preferred vendor for the Anaheim-Santa Ana Urban Areas Security Initiative (UASI), the Placentia Operational Area, and throughout the United States. Vigilant Solutions owns and manages the single largest ALPR data sharing initiative in the world, known as LEARN. LEARN software consists of over 23 billion license plate reader scans and is growing at a rate of over 250 million scans per month. As such, the City's Purchasing and Contract Guidelines allow for sole source purchases if a proprietary product is only available through a single source procurement.

Per Placentia Municipal Code Section 3.08.070(6), the City is allowed to procure for goods or services outside the formal bid process, when the item can be obtained from only one (1) vendor. Attached is a Sole Source Letter from Vigilant Solutions highlighting their proprietary combination of hardware and software allowing for a seamless integration with our local law enforcement partners and existing systems (Attachment 3).

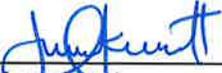
Lastly, Staff has already been trained and is familiar with Vigilant Systems LEARN, having used it exclusively since 2012. There will be no new additional cost or upstart delays associated with training to use a new system.

FISCAL IMPACT:

The proposed purchase is presented for City Council consideration using \$48,570 in Public Safety Impact Fee Funds for this purchase. No General Fund dollars will be used for this purchase.

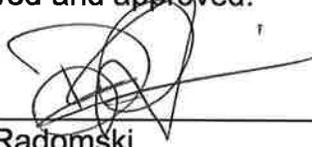
This agreement covers a period of (5) five years. Additional maintenance fees starting year (6) will need to be budgeted in the amount of \$3,675 per year thereafter.

Prepared by:



Julie Kennicutt
Sr. Management Analyst

Reviewed and approved:



David Radomski
Police Sergeant IT

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Quote from Vigilant Solutions, LLC
2. Vigilant Enterprise Service Agreement ver2_9
3. Vigilant Sole Source Letter
4. Police Department Policy 461



Quote for:

Placentia Police Department

Attn:

David Radomski

Reference:

Mobile ILP, Plus 3-cam Unit (5 Years Hosting)

Quote By:

Daniel Ramsden

Date:

02-17-21





Vigilant Solutions, LLC
 1152 Stealth Street
 Livermore, California 94551
 (P) 925-398-2079 (F) 925-398-2113



Issued To:	Placentia Police Department - Attention: David Radomski	Date:	02-17-21
Project Name:	Mobile ILP, Plus 3-cam Unit (5 Years Hosting)	Quote ID:	DAR-1236-07

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	VS-ILP-TIER-1AM1RE	<p>Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 50 Sworn - Annual Subscription</p> <p><u>Hardware:</u></p> <ul style="list-style-type: none"> • 3-Camera Mobile LPR system - Quantity = 1 LPR System <ul style="list-style-type: none"> ◦ Reaper LPR cameras ◦ Lens configuration to be confirmed by customer at time of order <p><u>Software:</u></p> <ul style="list-style-type: none"> • CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> ◦ Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> ◦ LEARN Data Analytic Tools ◦ Unlimited Commercial LPR data Access ◦ Hosting, data and system management of LPR data ◦ LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> ◦ Image gallery of up to 5,000 images
(1)	<p>Mobile LPR SYS-1 CDM-3-234-RHD</p>	<p>Mobile LPR 3-Camera Reaper High-Definition System (Expandable to 4 Cams)</p> <p><u>Hardware:</u></p> <ul style="list-style-type: none"> • Qty=1 8mm lens package • Qty=1 12mm lens package • Qty=1 16mm lens package • VLP-5200 Processing Unit • Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> ◦ Single point power connection • Field installed GPS antenna <p><u>Software:</u></p> <ul style="list-style-type: none"> • CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> ◦ LPR vehicle license plate scanning / real time alerting ◦ Full suite of LPR tools including video tool set

(5)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> ◦ Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
(4)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments (3-cam unit from ILP, Years 2-5) <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
(2)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(1)	VS-SHP-01	Vigilant Shipping Charges <ul style="list-style-type: none"> • Applies to each Mobile LPR System • Shipping Method is FOB Shipping
(2)	Installation	Installation of mobile units at Yorba Linda facility.
(6)	CAM-MOUNT-FLAT-ASSY-SET	Universal LPR Camera Mounting Bracket <ul style="list-style-type: none"> • RAM Ball Mount with Flat Base • Mounted directly to vehicle surface <ul style="list-style-type: none"> ◦ Requires drilling • Includes Locking Plate, Thumb Screw and Locking Screw • One per camera
(1)	Sales Tax	10% sales tax on hardware (Placentia, Ca)
Subtotal Price		\$49,570.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. All hardware components to have standard One (1) year hardware warranty.
6. All software to have standard one (1) year warranty for manufacturer defects.
7. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
8. Sales tax included.
9. Install included for Yorba Linda facility.

10. 5 years of hosting included. 1 year of warranty included.

11. ILP includes 1 year of commercial data access and a 3-cam mobile unit. It is an annual subscription.

Quoted by: Daniel Ramsden - 925-398-2079 - daniel.ramsden@vigilantsolutions.com

Total Price	\$49,570.00
--------------------	--------------------



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 20__ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"Booking Images" refers to both LEA Booking Images and Commercial Booking Images.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial Booking Images" refers to images collected by commercial sources and available on LEARN with a paid subscription.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice,



civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the



Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the “Warranty Period”). “Significant Defect” means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a



commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. **Infringement Protection.** If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. **Use of Software Products Interface.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.



VII. Ownership of Software.

A. **Ownership of Software Products.** The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. **Rights in Software Products.** Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.



XII. Account Access.

A. **Eligibility.** Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. **Security.** Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. **CJIS Requirements.** Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. **Service Package.** This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)



- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)				
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00

Intelligence-Led Policing Service Package Annual Fee Schedule		
Tier	Mobile	Fixed
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00
ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00
ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant’s net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for



subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is ____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.



F. **Relationship.** The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. **No Rights in Third Parties.** This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. **Construction.** The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. **Severability.** If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. **Federal Government.** Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. **Right to Audit.** Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. **Notices; Authorized Representatives; Technical Support Agents.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.



Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: _____ Attn: _____ Address: _____ _____
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

<p>ILP Bundle for Agencies of Up to 25 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of Up to 50 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
<p>ILP Bundle for Agencies of 51 to 100 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of 101 to 200 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
<p>ILP Bundle for Agencies of 201 to 500 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images 	<p>ILP Bundle for Agencies of 501 to 1,000 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
<p>ILP Bundle for Agencies of 1,000 to 1,500 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images 	<p>ILP Bundle for Agencies of 1,501 to 2,000 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 200,000 images



ILP Bundle for Agencies up to 2,500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 250,000 images

ILP Bundle for Agencies up to 5,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 500,000 images



Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.



Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



*Protecting Officers,
Families and Communities*

17 February, 2021

Placentia Police Department
David Radomski Sergeant

Dear Sgt. Radomski,

I am very happy to hear that you are considering Vigilant Solutions as your provider, and I am pleased to present you with the following elements which should support a sole source justification for Vigilant Solutions' LEARN database, unlimited access to Vigilant's private LPR data, unlimited licenses to the Vigilant Mobile Companion, and access to FaceSearch facial recognition. All of the following are unique and/or exclusive elements to Vigilant's offering.

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative in the world, known as LEARN. LEARN consists of over 23 billion LPR scans, and is growing at a rate of over 250 million monthly scans. This data consists largely of privately collected LPR data owned by Vigilant and made available for law enforcement consumption exclusively via LEARN.
- Vigilant Commercial Data is significant, producing about 400,000 records every 30 days in your area. In the same area, there are over 42 million records dating back to 2008. In addition, you will instantly have access to the nearly 12 billion nationwide LPR detections and over 2 billion detections in Southern California from our Commercial data. New records get cross referenced to Cal_DOJ, NCIC, and any other hotlists you upload, allowing you to receive real time of alerts in and outside of your jurisdiction on vehicles of interest. We see 18-22% of all vehicles nationwide within 30 days (based on the number of unique vehicles we scan nationwide each month vs. the number of vehicles that are in the US). You will also be able to use this data for investigative purposes, which has shown to be a crucial information source towards lead generation.
- The Vigilant Reaper High Definition (RHD) cameras have the ability scan black and yellow plates, paper plates, and improves the clarity of daytime and nighttime imaging.
- Vigilant Solutions LPR and facial recognition offerings are cloud-based eliminating any requirements of server hardware, database expertise, and software maintenance from the Agency. This hosted offering is made available by Vigilant in a secure data center with full backup and redundancy. This service from Vigilant provides data storage, database optimization, and software updates.
- Vigilant Solutions LPR and facial recognition offerings are cloud-based eliminating any requirements of server hardware, database expertise, and software maintenance from the Agency. This hosted offering is made available by Vigilant in a secure data center with full backup and redundancy. This service from Vigilant provides data storage, database optimization, and software updates.
- LEARN has the ability to query by year, make, and model.
- LEARN offers an exclusive application known as Stakeout that allows for a user to enter an address to see all "visits" to this location. Users may select visits and virtually "stakeout" a location, seeing all LPR scans collected by a driver on a given "visit".
- LEARN offers an exclusive reporting option in its Stakeout application allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.



*Protecting Officers,
Families and Communities*

- LEARN offers an exclusive investigative utility known as Associate Analysis. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.
- LEARN offers an exclusive application known as Locate Analysis which is designed to provide a probabilistic assessment of where to most likely locate a suspect vehicle. Locate Analysis groups LPR detections around addresses, tells you how many visits to these addresses have been conducted by an LPR-equipped vehicle, tells you how many times a suspect vehicle has been seen at each location, tells you if the suspect is more likely to be seen during the day or night at each location, tells you the most recent and most popular locations, provides you with an interactive and chronological map view, and also compiles all of this information into a simple Locator Score, giving immediate and actionable information on where and when you are most likely to find your suspect.
- Vigilant Solutions is the only vendor to provide the ability to administer software updates to field-installed mobile LPR systems directly from the back-office. Software updates from Vigilant are made available to Agency Managers in LEARN, and can then be pushed out to vehicles in the field via standard LEARN server-to-vehicle communications. This feature saves time for the Agency in administering field software updates.
- Vigilant Solutions is the only LPR vendor that offers mobile LPR systems using a Digital Signal Processor (DSP). This is important to the Agency because a DSP unit is a solid-state device that contains no moving parts including the processor, motherboard, or memory. The DSP is designed for ruggedized mobile conditions and is resistant to failure due to shock and other adverse conditions commonly seen in a patrol vehicle.
- Vigilant Solutions offers an exclusive feature in its mobile LPR system known as the Mobile Hit Hunter (MHH). Similar to MAS, MHH enables the Agency to match recent LEARN data against the Agency hotlists and distribute any resulting "hits" to MHH-equipped patrol vehicles that are within a two-mile radius of the suspect vehicle. This service greatly enhances the efficiency of officers on patrol.
- Vigilant Solutions' FaceSearch offers an exclusive facial recognition platform leveraging over 350 different "vectors" or measurements of the human face for matching of unknown (probe) images against known (gallery) images.
- Vigilant Solutions' FaceSearch offers an exclusive and pre-populated facial image gallery of over 14 million images from mugshots, sexual offender registries, CrimeStopper websites and other sources.
- Vigilant Solutions offers an exclusive smartphone application known as the Vigilant Mobile Companion. The Mobile Companion allows for an agency user to capture LPR and facial recognition records using the phone's camera, perform simple queries and complex LEARN analytics, access Mobile Hit Hunter, and FaceSearch.

The above qualifications demonstrate why Vigilant Solutions' LEARN software-as-a-service is uniquely qualified to meet the needs of the Placentia Police Department.

We look forward to serving you.

Best Regards,
Daniel Ramsden, Southern California Regional Manager
daniel.ramsden@vigilantsolutions.com

Automated License Plate Readers (ALPRs)

461.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

461.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Placentia Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Division Commander. The Administration Division Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

461.2.1 ALPR ADMINISTRATOR

The Administration Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

461.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.

Placentia Police Department

Placentia PD Policy Manual

Automated License Plate Readers (ALPRs)

- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

461.4 DATA COLLECTION AND RETENTION

The Administration Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

461.5 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Placentia Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

Placentia Police Department

Placentia PD Policy Manual

Automated License Plate Readers (ALPRs)

- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

461.6 POLICY

The policy of the Placentia Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

461.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 1. The name of the agency.
 2. The name of the person requesting.
 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administration Division Commander or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

461.8 TRAINING

The Professional Standards Bureau Supervisor should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: APRIL 20, 2021
SUBJECT: **REPLACEMENT PURCHASE OF MOBILE DATA COMPUTERS**

FISCAL
IMPACT: EXPENSE: \$51,966.64 (676107-6840)
REVENUE: \$51,966.64 PUBLIC SAFETY IMPACT FEE FUNDS
NO GENERAL FUND DOLLARS WILL BE UTILIZED FOR THIS PURCHASE

SUMMARY:

The Placentia Police Department ("Department") has utilized mobile data computers ("MDCs") for several years to allow officers to communicate with the City's dispatch center, as well as obtain important data information from the Records Management System (RMS) and the Computer-Aided Dispatch (CAD) system. The use of MDCs has greatly improved an officer's ability to retrieve and submit data from the field without having to go through dispatch. The City's goal is to provide all field personnel with an MDC. The existing MDCs have been in use for the last seven (7) years, 24 hours a day, seven (7) days a week, and have exceeded their useful life expectancy. In May 2018, the City Council approved the first purchase of 12 MDCs from DuraTech USA, Inc. ("DuraTech") and another 12 MDCs in September 2019. During that competitive bidding process, Staff received three (3) bids and DuraTech was awarded the order. To ensure continuity and seamless integration into the existing MDCs being provided by DuraTech, Staff did not solicit new bids for this round and is, therefore, recommending sole source purchasing for this contract. In addition, MDC support is provided by DuraTech and this action will simply add 13 MDCs to the Department's inventory of MDCs.

RECOMMENDATION:

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

1. Approve the purchase of replacement MDCs and necessary equipment and configuration with DuraTech USA, Inc. for an amount not to exceed \$51,966.64; and
2. Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1. I.
April 20, 2021

DISCUSSION:

An MDC is a vital communication tool between Dispatch and the officers. It provides necessary information pertinent to the police officer's safety when responding to a call or conducting routine activities during their shift. The City's goal is to provide all field personnel with an MDC. Currently, the Department has a total of 14 Getac V110 MDCs that were purchased more than seven (7) years ago and are assigned to each patrol vehicle instead of each field personnel. The average life span of an MDC is three (3) to five (5) years and the Department's existing MDCs are starting to break down. Based on the age of the technology within existing MDCs, it is no longer cost effective for the City to maintain these units and Staff is recommending their replacement.

The Department's patrol vehicles are already fitted with the necessary accessories to deploy and support the Getac V110 rugged laptop (docking stations, power supplies, and exterior antennas). Getac, which is based out of Irvine, manufactures rugged notebooks, rugged tablets, and rugged handheld devices for military, police, fire, utility, insurance, and field-service customers. Purchasing an updated version of the model the Police Department currently utilizes will minimize Information Technology (IT) configuration time and will not require the purchase of additional and costly mounting hardware. The V110 has been a dependable solution and Getac's close proximity to the City allows for quick warranty repair and expeditious technical support.

In addition, the City's new CAD/RMS system (Mark43), purchased in July 2017, went live in June 2018. The upgrade requires each officer in the field to have a stable platform in which to communicate with the system during their daily activities as never before.

In May 2018, City Council approved the first purchase of 12 MDCs from DuraTech USA, Inc. and another 12 in September 2019. During that process, Staff received three (3) competitive bids and DuraTech was awarded the order. Staff did not solicit any bids for this round because MDC support is provided by DuraTech and this action will simply add 13 MDCs to the Department's existing inventory of MDCs.

ALTERNATIVE OPTIONS:

There are no substantive alternative options since the City has purchased prior MDCs competitively with DuraTech USA, LLC. in 2018 and 2019. Any alternative option would require another vendor and corresponding maintenance, which would not be an efficient use of City funds and would complicate training and integration into the Department's existing established MDC program.

FISCAL IMPACT:

The proposed replacement purchase is presented for City Council consideration using \$51,966.64 in Public Safety Impact Fee Funds for this purchase. No General Fund dollars will be used for this purchase.

Prepared by:



Julie Kennicutt
Sr. Management Analyst

Reviewed and approved:



David Radomski
Police Sergeant IT

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Quote from DuraTech USA, Inc.

DuraTech USA, Inc.

Public Safety Technology Integrator

Mailing:

6765 Westminster Bl. #314

Westminster, CA 92683

www.DuraTechUSA.com

Phone # 714-898-2171

FEIN# 20-2777132

**Certified 8(a), SBE #19486, DBE #40914, OCTA# 39991,
CUCP#35922, MBE & WBE, LACounty #128985
LSBE/PPE# 088381, POLB # 250398, METRO# 7881**

QUOTE

Date

Quote #

4/6/2021

040621PPD

Customer Information

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Attn: Sgt. Radomski

Rep

Project Delivery Date

Terms

Customer E-mail

LHT

5/6/2021

Net 30

rpascarella@placentia.org

Item	Description	Qty	Cost	Total
VM4PTPJABUB2	GETAC : V110 G6, i7-10510U, win Hello cam, Win10 PROx64+16GB, 256GB PCIe SSD, SR(FHD+TS+ stylus) mbrn Backlit KBD, WIFI + BT + GPS + 4G LTE (EM7511) + Pass-through, Hard Handle, SD Card+SCrd+HF RFID+Rear Camera, Dual batteries, TouchPad, 3yb2b	13	3,645.47	47,391.11T
GBM3X1	GETAC : Spare Hot swappable battery (V110)	8	84.75	678.00T
CA LCD Disposal Fee 4-6 Weeks ARO	CALIFORNIA LCD DISPOSAL FEE 4-6 Weeks After Receipt of Order	13	4.00 0.00	52.00 0.00T
	Quote valid for 60 days Sales Tax		8.00%	3,845.53
			Total	\$51,966.64

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unless otherwise noted.

Prices are good for 30 days and may be subject to change without notice.

**Some Options & Upgrade costs applicable to time of original purchase only

NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% service charge for any orders placed with a credit card.

Prepaid Company check or bank wire transfer with PO or Net30 OAC, VISA, M/C, American Express Cards Accepted (Discounts not applicable with credit card orders)

All International Orders -Prepaid Wire Transfer (\$30 Wire Fee Applies)

All California purchases require \$5 LCD Disposal Fee per unit & applicable sales taxes

All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser

Please check specifications carefully!

Due to Customization -All Sales are final!

Send Orders to: PO@DuraTechUSA.com



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/ SUPPORT & EMERGENCY SERVICES

DATE: APRIL 20, 2021

SUBJECT: **APPROVE 2020 ORANGE COUNTY OPERATIONAL AREA AGREEMENT**

FISCAL
IMPACT: NONE

SUMMARY:

The Orange County Operational Area (OA) Agreement formally creates and organizes the Orange County OA as required by the California Emergency Services Act and Standardized Emergency Management Systems (SEMS) regulations. On March 24, 2020, the Orange County Board of Supervisors approved the 2020 Orange County Operational Area Agreement of the County of Orange and Political Subdivisions ("Agreement"). The Operational Area (OA) began operating under the new Agreement on September 26, 2020 and is requesting that all Orange County jurisdictions approve the 2020 Agreement.

Approval of the 2020 Agreement will replace the existing 1995 Orange County OA Agreement with a reorganized and applicable agreement that addresses agency relationships; jurisdictional responsibilities; and legislated mandates before, during, and after major emergencies.

RECOMMENDATION:

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

1. Approve the 2020 Orange County Operational Area Agreement; and
2. Adopt Resolution R-2021-XX, a Resolution of the City Council of the City of Placentia, California, approving the Operational Area Agreement of the County Of Orange and local agencies.

DISCUSSION:

The Orange County OA Agreement formally creates and organizes the Orange County OA as required by the California Emergency Services Act and Standardized Emergency Management Systems (SEMS) regulations. Originally drafted and approved in 1995, this document has guided how Orange County jurisdictions coordinate emergency planning and response activities.

1. m.
April 20, 2021

In 2017, the OA Executive Board identified the need to update the OA Agreement to better reflect current best practices and update outdated information. To accomplish this task, the Emergency

Management Division formed a collaborative working group to complete a comprehensive review and revision of the document. The document produced by this process is now ready for final approval by the Operational Area Executive Board in advance of its presentation to the Orange County Board of Supervisors to be formally adopted by the County of Orange. The new Agreement will become effective six (6) months after the document is approved by the County of Orange and one other OA jurisdiction.

The new OA Agreement draft developed by the OA Agreement Revision Working Group has major structural and significant content changes from the original 1995 document. Agreement sections were reorganized to make the document easier to understand and reference and the document was reformatted to more closely align with the Emergency Management Division's plan document style guide. A complete crosswalk of structural changes is available as an attachment titled OA Agreement Revision Matrix.

The major content changes are outlined below:

New Operational Area Executive Board Members

Five (5) new Operational Area Executive Board seats were added to the body to more accurately represent the interests of the OA. The following seats were added:

- The County Executive Officer
- The Orange County Social Services Agency Director
- The Operational Area Water/Wastewater Mutual Aid Coordinator
- A representative selected jointly from the Orange County Community College Districts
- The Orange County Transportation Authority Chief Executive Officer

Orange County Emergency Management Organization (OCEMO) Update

Since the 1995 Agreement was approved, OCEMO has transitioned to a simpler model than was outlined in the original document. Several changes were made in the new Agreement draft to reflect the current operational practices of OCEMO and ensure alignment with the new OCEMO bylaws approved in 2018, but the major shift was the removal of the OCEMO Representative Board, which has not been practically in use for a decade or more. The new draft also provides clarity on the nature of the administrative support provided to OCEMO by the County of Orange.

Operational Area Coordinator Staffing

The 1995 Agreement specifically outlined which agencies are responsible for staffing the OA Coordinator (OAC) position. At the time of approval, this staffing arrangement aligned with the staffing of the Director of Emergency Services (DES) position and was meant to outline additional responsibilities for the DES during an OA-wide incident. Since approval, the County Ordinance that defines staffing for the DES role was updated by Board Resolution and created a conflict with the original OAC staffing arrangement. To rectify this conflict and to prevent similar issues in the future, the language in the updated draft was streamlined to reference the County Ordinance and Resolution rather than separately defining OAC staffing.

Operational Area Finance

The new OA Agreement includes a significant reworking of language related to OA finances and grant funding and administration. Relevant language, once contained in Addendum Two (See Addendums section below), is now incorporated in the main body of the agreement. Language referencing specific grant programs was replaced with broader language that reflects the shifting nature of grant funding and the challenges of grant administration. The new language also addresses lessons learned related to the financial aspects of mutual aid and disaster recovery.

Addendums

The 1995 Agreement as approved had three (3) addendums that addressed various issues brought forth during the development of the original document. Addendum One (1) clarifies roles and responsibilities for the OA, the Operational Area Executive Board, and the Operational Area Coordinator. Addendum Two (2) includes documents related to the administration of the Emergency Management Assistance Program grant that no longer exists. Relevant portions of these two (2) addendums were incorporated into the main body of the new Agreement draft as appropriate.

Addendum Three (3) is the Operational Area Mutual Aid Plan. This critical document will become an attachment to the Unified County of Orange and Orange County Operational Area Emergency Operations Plan. This will put the Mutual Aid Plan on a more defined schedule of review and revision.

Naming and Terminology Changes

Several name changes were introduced in the new OA Agreement draft to help provide clarity on the differences between the various bodies and positions created by the document.

ALTERNATIVE OPTIONS:

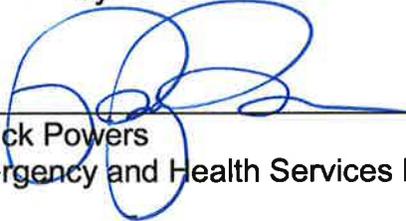
As an alternative to Staff's recommendation, the City Council has the following options:

1. Direct Staff to request modifications for the 2020 Orange County Operational Agreement;
or
2. Do not approve the 2020 Orange County Operational Area Agreement.

FISCAL IMPACT:

Current federal and state laws allow local jurisdictions to submit for reimbursement for resources expended responding to and recovering from a declared disaster. The City is eligible to recover up to 75 percent of these expenses from FEMA during Federally Declared Disasters.

Prepared by:



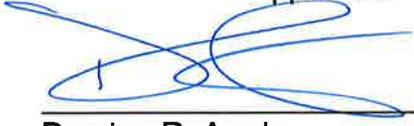
Patrick Powers
Emergency and Health Services Manager

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. New OA Agreement Revision Process Reference Matrix
2. OC Operational Area Flow Chart
3. 2020 Operational Area Agreement Signed by Board of Supervisors
4. OA Agreement Jurisdiction Signature Page
5. City of Placentia Signed Agreement 1995
6. Resolution R-2021-XX – Adoption of County Operational Agreement

OA Agreement Revision Process Reference Matrix

This matrix describes where content from the original agreement was incorporated in the New OA Agreement draft.

Old Section(s)	New Section	Section Name/Topic
A-E	Section 1	Operational Area Establishment
F	Section 2	OA Governance
J-K	Section 3	Signatory Responsibilities
G-H	Section 4	OA Positions (Coordinator + Manager)
I,M,N	Section 5	OA Response Systems
L, Addendum 2	Section 6	OA Revenue and Expenses
O-V	Section 7	OA Agreement Administration

Notes: Relevant sections of Addendum 1 were incorporated into the body of document. Addendum 3 (OA Mutual Aid Plan) will be revised in a separate process and attached to the Unified County of Orange and Orange County Operational Area Emergency Operations Plan.

2020 OA Agreement Structure Overview

FOR REFERENCE ONLY: In case of discrepancy, the Agreement itself shall prevail. This chart depicts the OA structure only and does not describe the entirety of the OA Agreement.

Section 3.1

OA Jurisdiction Responsibilities

- Participate
- Cooperate
- Emergency Management Program
- Emergency Plan and Organization
- Procedures
- Training and Exercises
- Emergency Assistance
- Resource Lists
- Critical Points of Contact
- Disaster Recovery

Section 3.2

County Specific Responsibilities as OA Lead Agency

- 24 hour contact
- Operational Area Emergency Operation Center
- Initial EOC Activation Staffing
- Disaster Recovery
- Operational Area Emergency Plan and Annexes
- Operational Area Executive Board Support
- Executive Board Subcommittee and Working Group Support

Orange County Operational Area – All subdivisions within the County

Section 2.1

OA Signatory Council

Section 2.2

OA Executive Board

1. Chair of the OC Board of Supervisors
2. OC County Executive Officer
3. Operational Area Law Enforcement Mutual Aid Coordinator, the OC Sheriff
4. Operational Area Fire & Rescue Mutual Aid Coordinator, as selected by the OC Fire Chiefs Association
5. Operational Area Public Works Mutual Aid Coordinator, the OC Pubic Works Director
6. Operational Area Health Care Mutual Aid Coordinator, the OC Health Care Agency Director
7. Operational Area Water/Wastewater Mutual Aid Coordinator
8. OC Social Services Agency Director
9. Rep. selected jointly from the OC City Managers Association
10. Rep. from the OC Chiefs of Police and Sheriff's Association
11. Rep. from the OC Fire Chiefs Association
12. Rep. from the OC City Engineers and Public Works Directors Association
13. Rep. from Independent Special Districts of OC
14. OC Superintendent of Schools
15. Rep. selected jointly from OC Community College Districts
16. OC Transportation Authority Chief Executive Officer

Section 2.2.3

Other Sub Committees & Working Groups formed by OA Board

Section 2.3

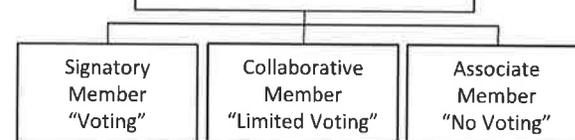
Orange County Emergency Management Organization

OCEMO Leadership

- Chairperson
- 1st Vice Chairperson
- 2nd Vice Chairperson
- OA Manager
- Immediate Past Chair
- Elected

*No more than eight OCEMO members who are also voting members of the OA Executive Board shall be present at any OCEMO meeting

OCEMO Members at Large*



OCEMO Responsibilities

- OA Area Plans, Annexes & SOPs
- Training and Exercises
- Public Education and Outreach
- Legislation
- Other, as assigned by the OA Executive Board

Orange County Operational Area Agreement



of the County of Orange
and Political Subdivisions
January 2020

Orange County Operational Area Agreement

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Orange County Operational Area Agreement

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I. Recitals

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

THIS AGREEMENT is entered into this 19th day of May, 2020 which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as County, and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (b) of the California Emergency Services Act, hereinafter referred to as Subdivisions, collectively hereafter referred to as the Parties.

WITNESSETH:

WHEREAS, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Sections 2400 et seq.; and

WHEREAS, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

WHEREAS, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, in accordance with the requirements of California laws and regulations the County previously adopted Orange County Codified Ordinances, section 3-1-5 and Resolutions 81-1104 and 95-870 and intends to adopt an updated resolution for this Agreement to support emergency management planning and coordination of all political subdivisions within the Orange County geographic area as required by State law; and

WHEREAS, Orange County Board of Supervisors Resolution 05-144 adopted the National Incident Management System (NIMS) for the Orange County Operational Area which sets many of the same objectives as the Standardized Emergency Management System;

NOW THEREFORE, the Parties hereto agree as follows:

Orange County Operational Area Agreement

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Section One. Operational Area Establishment

1.1 Operational Area Established

The entire geographic area of Orange County constitutes an Operational Area (OA) for the purposes of coordinating the prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused or war caused disasters, hereinafter referred to as emergencies. All local governments should cooperate in organizing an effective OA, but the OA authority and responsibility is not affected by the non-participation of any local government. The County of Orange shall be the Operational Area Lead Agency as specified in Title 19 California Code of Regulations Section 2409(d).

1.2 Local Authority

In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction. No body created by this Agreement can bind Parties to legal or financial obligations.

Section Two. Operational Area Council, Executive Board and Subcommittees

2.1 Operational Area Signatory Council

All political subdivisions within the geographic area of Orange County, California are organized into the OA, regardless of signatory status.¹ The OA Signatory Council, hereinafter referred to as the Council, is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is not a separate legal entity and that it is not their intention to form a joint powers authority.

2.1.1 Membership

By approval and execution of this Agreement, all Subdivisions in the County of Orange, including cities, school districts, community college districts, special districts, joint powers authorities, and the County, are members of the Council. Each signature party shall designate annually in writing to the Orange County Sheriff's Department Emergency Management Division, hereinafter referred to as county emergency management, one primary and one alternate representative of its governing body to serve on the Council.

2.1.2 Responsibilities

It is not the intent of this Agreement that there be regular meetings of the Council. In routine matters and day-to-day decision-making, the OA Executive Board (as described in Section 2.2) will represent the interests of the OA. However, the Council shall have authority over the major policy issues of the OA, as determined by the Executive Board, including adoption of any amendments to this Agreement or adoption of any fees to support OA coordination activities. Council members will receive information regarding major OA policy issues from the Executive Board, when necessary, for consideration at their respective governing body meetings. Furthermore, whenever a majority of the Council determine that an issue should be brought before the Council, it shall be done irrespective of whether the Executive Board has identified it as a major policy issue.

2.1.3 Representatives Meeting

The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council. Should it be necessary for the Council to meet, each member of the Council shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem for that meeting from among the representatives present. A majority of all Council member representatives shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution, or order and to take any other action deemed appropriate to further the

¹ Title 19 California Code of Regulations Section 2409

Orange County Operational Area Agreement

objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. All meetings will be noticed and conducted in accordance with the Brown Act.

2.2 Operational Area Executive Board

2.2.1 Membership

The Council shall have an OA Executive Board, hereinafter referred to as the Executive Board, consisting of sixteen voting members. The Executive Board includes representatives from the County Board of Supervisors, public safety agencies and Mutual Aid Coordinators, key County departments, and OA jurisdictions. Individuals will only serve as a voting member in one role for any single meeting and for purposes of determining quorum.

Executive Board Members

1. The Chair of the Orange County Board of Supervisors
2. The County Executive Officer
3. The OA Law Enforcement Mutual Aid Coordinator, the Orange County Sheriff
4. The OA Fire & Rescue Mutual Aid Coordinator, as selected by the Orange County Fire Chiefs Association
5. The OA Public Works Mutual Aid Coordinator, the Orange County Public Works Director
6. The OA Health Care Mutual Aid Coordinator, the Orange County Health Care Agency Director
7. The OA Water/Wastewater Mutual Aid Coordinator
8. The Orange County Social Services Agency Director
9. A representative selected jointly from the Orange County City Managers Association
10. A representative from the Orange County Chiefs of Police and Sheriff's Association
11. A representative from the Orange County Fire Chiefs Association
12. A representative from the Orange County City Engineers and Public Works Directors Association
13. A representative from Independent Special Districts of Orange County
14. The Orange County Superintendent of Schools, representing Orange County K-12 School Districts
15. A representative selected jointly from Orange County Community College Districts
16. The Orange County Transportation Authority Chief Executive Officer

Terms, Alternates and Voting

Executive Board members subject to being "selected," which are enumerated above as numbers 4, 9-13 and 15, shall be appointed by their respective agency, jurisdiction or organizations annually and shall serve at the discretion of their organization for one year. Each jurisdiction, agency or organization shall also designate three alternate representatives. Individuals appointed to the Executive Board can be the same or different than those identified in Section 2.1.1 as a

Orange County Operational Area Agreement

member jurisdiction's Council primary or alternate representative. In no circumstances shall one individual occupy more than one Executive Board position or count as more than one member for purposes of determining quorum.

Each Executive Board member, or alternate in the absence of the voting member for whom he/she is the designated alternate, shall be entitled to one vote. A majority of the Executive Board (9 members) shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to achieve the objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. The OA Executive Board is a Brown Act meeting and is noticed and conducted as such.

Operational Area Executive Board Chair and Vice-Chair

The Chair and Vice Chair shall be elected annually by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

Meetings

The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

2.2.2 Responsibilities

The Executive Board shall have oversight of the actions of the OA Manager (as described in Section 4.2) in the daily operations and administration of the OA. The Executive Board's oversight authority shall include directing the development, establishment, and implementation of the policies of the OA, and keeping the Council informed of its actions. The Executive Board shall determine which major policy issues of the OA require Council approval and shall seek such approval.

Policy and Operational Area Emergency Operations Plan

The Executive Board will establish OA policy, review and approve the OA Emergency Operations Plan (EOP) and Annexes, and maintain these documents as required by SEMS and NIMS.

Mutual Aid Plans and Agreements

The Executive Board shall review proposals of emergency mutual aid plans and agreements and make recommendations on endorsement of such proposals to governing boards of Subdivisions.

Laws, Rules, Legislation and Regulation

The Executive Board shall review and may recommend for action or adoption by Subdivisions, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board may also

Orange County Operational Area Agreement

study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to the Executive Board in writing by Council members.

Operational Area Executive Board Emergency Advisory Capacity

The Executive Board may be convened by the Chair or the OA Coordinator, as described in Section 4.1, to review a potential or actual emergency situation and make and receive appropriate recommendations from the OA Coordinator and Council members to facilitate a coordinated OA response.

2.2.3 Subcommittees and Working Groups

The Executive Board may establish standing and ad hoc subcommittees and working groups to complete its work and to ensure communication and coordination between all interested persons or groups. Subcommittees and working groups shall elect a Chairperson and provide appropriate staff support from their participants. The OA Manager shall provide coordination between these subcommittees and the Executive Board only.

2.3 Orange County Emergency Management Organization

There is hereby established a standing subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as OCEMO. OCEMO is a collaboration and coordination body tasked with developing the plans, procedures, and associated documents necessary for a robust Operational Area emergency management program. The County and all Subdivisions shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative maintenance of the OA EOP, policies and procedures, training and exercises is necessary to ensure that the OA EOP, policies, procedures, training and exercises meet the emergency needs of the Subdivisions, County, and OA.

2.3.1 Membership

The entire OCEMO body ("Members at Large") consists of three groups of representatives involved in some capacity of an emergency management function, as defined below and in the OCEMO Bylaws.

Signatory Members

Staff members with primary emergency management responsibilities from signatory agencies to this agreement are considered Signatory Members. Each signatory jurisdiction shall identify a primary and secondary representative who shall have the right to vote on behalf of the jurisdiction. To ensure compliance with the Brown Act, no more than eight OCEMO members who are also voting members of the OA Executive Board shall be present at any OCEMO meeting.

Orange County Operational Area Agreement

Collaborative Members

Representatives of other government, non-profit, or private agencies that are not signatories to this agreement and are not currently represented by a Signatory or Collaborative Member, but are considered to have a significant role in OA planning, response and recovery processes are considered Collaborative Members. Collaborative members must be approved by Signatory Members and have limited voting rights as outlined in the OCEMO Bylaws.

Associate Members

Other representatives of organizations interested in participating in OCEMO activities, and who may provide input into the OA EOP, annexes, and supporting Standard Operating Procedures (SOPs) are considered Associate Members. Associate members have no voting rights.

2.3.2 Responsibilities

As a subcommittee to the Executive Board, the responsibilities of OCEMO are to meet the following objectives as they relate to disaster and emergency prevention, preparedness, response, recovery and mitigation within the OA:

Operational Area Plans, Annexes, and Standard Operating Procedures

- Participate in revisions and updates of the OA EOP and associated Annexes and SOPs developed and maintained by county emergency management staff as described in Section 3.2. Once completed, plans and the associated Annexes reviewed by OCEMO shall be forwarded to the OA Executive Board for approval.

Training and Exercises

- Coordinate training and exercises for the OA, to include after action discussions, lessons learned and professional development.

Public Education and Outreach

- Coordinate the development of public education and whole community emergency preparedness programs.

Legislation

- Review and report on legislation impacting emergency plans and programs, and propose concepts for new legislation for consideration by the Executive Board.

Other

- Other duties as assigned by the Executive Board.

2.3.3 OCEMO Leadership

The OCEMO Leadership shall consist of the OCEMO Chairperson, First Vice Chairperson and Second Vice Chairperson, elected in accord with the OCEMO Bylaws, the OA Manager and the

Orange County Operational Area Agreement

immediate past Chairperson. Any Signatory or Collaborative Member shall be eligible to serve as a candidate for OCEMO Chairperson, First Vice Chairperson, and Second Vice Chairperson as outlined in the OCEMO Bylaws.

2.3.4 Organization and Procedures

OCEMO will maintain and approve Bylaws. The Bylaws will define, at a minimum, OCEMO purpose, membership, leadership duties, elections, voting procedures, official meeting frequency, and the process for amending the Bylaws. The Bylaws shall in all instances be consistent with this Agreement.

OCEMO will review the Bylaws, as needed. Any amendments to the Bylaws will be approved by OCEMO Signatory Members, as detailed in the OCEMO Bylaws.

If OCEMO identifies the need for additional Subcommittees or working groups, OCEMO members participating in that subcommittee or working group shall provide staff support.

2.3.5 Administrative Support

The County shall provide administrative support to OCEMO as follows:

- Attend all OCEMO and OCEMO Leadership meetings
- Maintain a contact list of the primary and alternate representatives of each OCEMO member
- Organize and manage OCEMO Leadership elections and votes on other issues
- Notify members of their appointment to office or subcommittees
- Create and distribute OCEMO meeting agendas
- Take and transmit OCEMO meeting minutes
- Maintain official OCEMO records, including agendas and minutes, in compliance with County record retention policies.

Section Three. Responsibilities

3.1 Operational Area Jurisdiction Responsibilities

Subdivisions of the OA have the responsibilities as set forth below:

Participation

Actively participate as a member jurisdiction in the Council, Executive Board (if designated), and subcommittees such as OCEMO.

Cooperation

Promote cooperation among all Subdivisions in order to improve the overall OA emergency management program.

Emergency Management Program

Develop an emergency management program to provide for the needs of the Subdivision, which shall be complementary to and compatible and coordinated with the needs of the OA in the event of an emergency.

Emergency Plan and Organization

Develop and maintain an EOP and organization to provide for the emergency needs of the Subdivision according to SEMS Regulations and NIMS, and coordinate with and, where able, support other Subdivisions, the County, and the OA Emergency Operations Center (EOC).

Procedures

Develop Subdivision procedures that outline the steps necessary to satisfy responsibilities as a member jurisdiction of the OA.

Training and Exercises

Maintain a thorough knowledge of the Parties' and OA's EOPs and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency. Conduct regular exercises and participate in regional exercises, when offered.

Emergency Assistance

Parties shall offer assistance to other jurisdictions and secondary and relief support to the OA within the limits of capabilities and according to applicable mutual aid agreements. Parties should participate in mutual aid agreements wherever possible.

Resource Lists

Maintain current resource listings of staff, facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

Orange County Operational Area Agreement

Critical Points of Contact

Identify 24-hour or other critical points-of-contact for the Subdivision that may be used by the OA EOC during emergency operations. If the points-of-contact are individuals, identify a primary and at least three alternates for each. Inform county emergency management staff when critical points-of-contact change or are updated.

Disaster Recovery and Financial Reimbursement

Subdivisions have ultimate responsibility for their own recovery program and will work directly with FEMA and Cal OES throughout the cost recovery process. Each Subdivision is individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

3.2 County-Specific Responsibilities

The County acts as the OA Lead Agency. The OA Lead Agency has the following responsibilities to the OA in addition to those responsibilities specified under Section 3.1 of this Agreement:

24-Hour Contact Point

The County will serve as the 24-hour contact point for the OA and act as lead in activating the OA EOC, hereinafter referred to as OA EOC.

Operational Area Emergency Operations Center

The County EOC and Alternate EOC (as designated) shall serve as the OA EOC. The OA EOC shall exist as a dedicated essential facility and be capable of serving as the central point for:

- coordinating information and resources with OA subdivisions
- coordinating all levels of government as a component of Orange County's Multiagency Coordination System (MACS)
- coordinating with other OAs
- reporting information to and coordinating with the California Office of Emergency Services (Cal OES) Southern Region EOC

County emergency management staff shall be responsible for ensuring the OA EOC is maintained in a state of constant readiness, in accord with the FEMA Emergency Operations Center Assessment Checklist and ASTM E2668 – Standard Guide for Emergency Operations Center Development, or subsequent standards if revised.

Initial EOC Activation Staffing

The County shall provide initial OA EOC activation staff. Subdivisions with available resources may provide secondary and relief OA EOC staffing.

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Disaster Recovery and Financial Reimbursement

The County shall be responsible for coordinating the formal recovery process through Cal OES and FEMA and will assist with:

- Coordinating initial OA disaster recovery
- Scheduling damage assessment site visits
- Other duties as outlined in the Recovery Annex to the OA EOP

Operational Area Emergency Operations Plan and Annexes

County emergency management staff shall be responsible for coordinating with the Orange County Emergency Management Organization to maintain and revise the OA EOP, annexes and SOPs as directed by the Executive Board.

Operational Area Executive Board Support

County emergency management staff shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow-up only.

Subcommittee and Working Group Support

County emergency management staff shall provide support to Executive Board subcommittees and working groups.

Section Four. Operational Area Coordinator and Operational Area Manager

4.1 Operational Area Coordinator

By this Agreement, the Council creates and recognizes the position of an OA Coordinator, hereinafter referred to as the Coordinator. During an emergency the OA Coordinator position will be filled by the Orange County Director of Emergency Services, as specified by Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.1.1 Powers and Duties

The Coordinator shall direct and coordinate the OA during times of emergency. In addition to his/her responsibilities as Director of Emergency Services, the Coordinator shall have the additional duties and powers, as described below and in the OA EOP:

Direction and Coordination

Serve as key decision-maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the OA Lead as specified in Title 19 California Code of Regulations Section 2409(e).

Operational Area Representative

Represent the OA in all dealings with the public or private agencies on matters pertaining to emergencies as defined in Section 3-1-2 of the Orange County Code of Ordinances.

4.2 Operational Area Manager

By this Agreement, the Council creates and recognizes the position of an OA Manager. The OA Manager shall be the County Emergency Manager as specified in Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.2.1 Powers and Duties

The OA Manager shall have the following powers and duties:

Administration of Operational Area Agreement

On a day-to-day basis, ensure County-specific responsibilities detailed in Section 3.2 are met.

Staff to the Operational Area Executive Board

Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned OA staff with the Executive Board.

Orange County Operational Area Agreement

Daily Coordination and Assistance

Direct the daily coordination and cooperation between the county emergency management staff, Subdivisions, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

Notification of Emergency Operations Center Activation

Notify the Board of Supervisors, the Executive Board, and OCEMO of an OA EOC activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

OCEMO Support

Serve on OCEMO Leadership. Provide support to OCEMO for agendas, minutes and administrative support only. Staff support to OCEMO subcommittees shall be provided by OCEMO members.

Budget and Staffing

Develop an annual operating budget and staffing recommendations, and monitor the expenditures at the direction of the Executive Board.

After Action Reports

Coordinate with OCEMO for the development of after action reports for the Executive Board following activations of the OA EOC.

Resource Coordination

Act as the coordination point between Subdivisions and the Cal OES on a day-to-day basis for Emergency Management Mutual Aid (EMMA) resource requests, in accordance with the State of California Emergency Management Mutual Aid Plan. The OA Manager may also coordinate other OA mutual aid requests, as appropriate.

Section Five. Operational Area Response Systems

5.1 Operational Area Emergency Operations Plan

Under the direction of the Executive Board, county emergency management staff shall be responsible for maintaining the OA EOP, which shall provide for the effective mobilization of all OA resources, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the OA emergency response organization. This responsibility is inclusive of the EOP and any associated Annexes and SOPs.

5.1.1 Compliance

The OA Emergency Operations Plan shall comply with applicable local, state and federal planning criteria, including NIMS and SEMS.

5.1.2 Functional Assignments

The OA EOP shall include the functions assigned to the mutual aid organizations, County agencies/departments and Subdivisions. It shall be the responsibility of agency/department heads and Subdivisions to appoint staff who shall report to the OA EOC and carry out the assigned duties as appropriate.

5.1.3 Approval

Updates and revisions to the OA EOP and annexes will be effective on approval by the Executive Board. SOPs and other support documents may be updated on an ongoing basis by county emergency management staff as long as changes are consistent with approved plans and annexes.

5.2 Operational Area Emergency Operations Center

5.2.1 Location

The primary and dedicated County EOC located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OA EOC. Communication connection to the OA EOC shall be the responsibility of each Subdivision and Mutual Aid Coordinator or their representative.

5.2.2 Required Activation

Activation of the OA EOC is required under the conditions defined by SEMS, Title 19 California Code of Regulations Section 2409(f), the Orange County OA EOP and associated Annexes.

5.2.3 Staff for the Operational Area Emergency Operations Center

The County shall provide initial OA EOC activation staff. Subdivisions with available resources shall provide secondary and relief OA EOC staffing. Emergency management or other mutual aid shall be used to staff the OA EOC as necessary. The County declares its willingness to provide a staff member to an impacted Subdivision's EOC or Incident Command Post to act as an OA coordination point, if desired by the Subdivision and as personnel availability and safety concerns allow.

Section Six. Operational Area Finance

6.1 Operational Area Expenses and Revenues

Operational Area Administrative Expenses

This Agreement recognizes that there are day-to-day costs associated with OA administration and emergency management activities; these costs are separate from County-specific emergency management activities. The County shall provide administrative staffing for the OA to carry out the duties as delineated in Section 3.2 and Section 4 of this Agreement; however, the County shall not be solely responsible for the costs of administering the OA.

The County Board of Supervisors has the over-arching authority and responsibility to approve the county emergency management budget that supports both County and OA emergency management activities.

To offset costs of the OA, the Executive Board shall be responsible for the acquisition and distribution of federal, state, and business or private foundation emergency management grant funds. For emergency management grant funds made available to the OA for distribution among the Subdivisions, the Executive Board will review and approve proposed funding allocation methods. Their review will take into consideration recommendations from OCCEMO, acting in their role as subcommittee to the Executive Board. To offset administrative costs, a percentage of such grants may be allotted to the OA before apportionment among the subdivisions. If funding becomes available with a short application period that does not allow for OCCEMO, Executive Board, and County Board of Supervisors pre-approval, then approval will be sought retroactively through the ratification process set forth by the County Board of Supervisors.

The County or any Subdivision may fund through general or special funds any services, supplies, or programs that they separately or jointly determine are necessary to comply with laws or regulations, or that serve the purposes of emergency prevention, preparedness, response, recovery and mitigation on an OA level.

Costs of Operational Area during Emergency Response and Recovery

During emergencies, all OA jurisdictions shall be expected to participate to the maximum extent possible, according to mutual aid and other agreements, with the understanding that during an emergency, the priorities are life safety, property, and the environment (in that order), regardless of which jurisdiction is impacted. This Agreement incorporates by reference the reimbursement concepts of the Emergency Management Assistance Compact, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Management Mutual Aid Plan. Expenditures made in connection with such emergency activities required by this Agreement, the California Emergency Services Act and/or SEMS, including mutual aid activities,

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shall be deemed conclusively to be for the direct protection and benefit of the persons and property in the OA.

In deciding the level of OA response and resource commitment during emergencies, the County and Subdivisions agree to operate according to the EOP and supporting documents defined in Section 5.1 of this Agreement.

Financial Reimbursement and Recovery Following Emergencies

The County and each Subdivision are each individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

Section Seven. Operational Area Agreement Administration

7.1 Existing Agreements

Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except for superseding the existing OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS dated October 3, 1995, and addenda; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid or other emergency response agreements.

7.2 Effective Date

This Agreement shall become effective six months after approval and execution by the County Board of Supervisors and at least one Subdivision. Any Subdivision in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the County upon a Subdivision's execution of this Agreement.

7.3 Withdrawal

Any Party may withdraw from this Agreement by providing written notice to county emergency management staff. Said notice shall be given 30 days before withdrawal from this Agreement.

7.4 Indemnification

Each Party shall defend, indemnify, and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating directly to the negligent or otherwise wrongful acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

7.5 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7.6 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- All references to Parts, Sections, and Paragraphs are references to Parts, Sections and Paragraphs contained herein;

Orange County Operational Area Agreement

- All references to any ordinance, resolution, law, regulation or guidance shall include references to any ordinance, resolution, law, regulation or guidance which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated, supplemented, substituted, novated, replaced, or assigned by the same and shall include, without limitation, any instrument, proclamation, bylaw, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation thereto;
- The words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular Section, or Paragraph in which such word may be used;
- Any reference to a public organization or representative shall be deemed to include a reference to any successor to such public organization or representative or any organization or entity or representative which has taken over the functions or responsibilities of such public organization or representative.

7.7 Ambiguities

In the case of any ambiguity or discrepancy:

- Between the provisions in this Agreement and the provisions of any underlying Executive Order, law, or regulation, the provisions of underlying Executive Order, law, or regulations will be incorporated by approval of the Executive Board and written notice shall be provided to all Parties.
- Between the provisions in this Agreement and the provisions of any underlying mutual aid agreement or EOP, the provisions of this Agreement shall prevail until such time as the OA Executive Board considers the matter and notice of proposed resolution to such issues are provided to all Parties.

7.8 Amendment

This Agreement may not be amended or modified except in a writing executed by a majority of all signature Parties as defined by Section 2.1 of this Agreement.

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: 5/19/20

County of Orange

(City or Jurisdiction)

BY

Michelle Steel, Chairwoman

County of Orange

ATTEST:

By:

Robin Stieler
Robin Stieler, Clerk of the Board
County of Orange



Date

5/19/20

NOTICE TO COUNTY OF ORANGE TO BE GIVEN TO:

City/Jurisdiction

Donna Boston

Name

County of Orange

City/Jurisdiction

2644 Santiago Canyon Road

Address

Silverado, CA 92676

City/State/Zip

714-628-7154

FAX Number

APPROVED AS TO FORM:

Wendy J Phillips

Wendy Phillips, Senior Deputy County Counsel

County of Orange

Dated

5/26/20

Orange County Operational Area Agreement

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:

City/Jurisdiction

Name

City/Jurisdiction

Address

Chapter 3 City/State/Zip

FAX Number

APPROVED AS TO FORM:

Wendy J. Pullysi

Senior Deputy County Counsel

Orange County

Dated *2/26/20*

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: _____

(City or Jurisdiction)

BY _____

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:
City/Jurisdiction

Name

City/Jurisdiction

Address

City/State/Zip

FAX Number

APPROVED AS TO FORM:

Dated _____

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

October 3, 1995

Including Addendums:

- 1. Clarification of Operational Area, OA Executive Board, and Operational Area Coordinator Roles and Responsibilities adopted by Operational Area Executive Board November 6, 1996.**
- 2. Policy and Procedure on Operational Area Administration Financing (including 1997/98 Grant Distribution) adopted by Operational Area Executive Board August 20, 1997.**
- 3. Policy and Procedure on Operational Area Emergency Operations and Mutual Aid Financing (including Orange County Operational Area Mutual Area Plan) adopted by Executive Board August 20, 1997.**

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

**OF THE COUNTY OF ORANGE
AND POLITICAL SUBDIVISIONS**

October 3, 1995

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

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**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

THIS AGREEMENT is entered into this _____ day of _____, 1995, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as "COUNTY," and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (c) of The California Emergency Services Act, Government Code Section 8550 et seq., (" The Emergency Services Act"), which are signatories hereto, hereinafter referred to as "SUBDIVISIONS", collectively referred to as the "Parties".

W I T N E S E T H:

WHEREAS, it is the intent of the Parties hereto, in accordance with The Emergency Services Act and The Standardized Emergency Management System Regulations, Title 19 California Code of Regulations Section 2400 et seq., to coordinate preparedness and response efforts for the safety of persons and property from the effects of natural, man-made, or war-caused disasters, hereinafter referred to as "emergencies;" and,

WHEREAS, the purpose of an Operational Area , as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities between the COUNTY and all Subdivisions in the geographic area of the County, and to serve as the coordination and communication link with the regional level of the State; and

WHEREAS, the declared purposes of this Agreement are to provide for the establishment and direction of the Operational Area; the cooperative and mutual handling of the duties and responsibilities of the Operational Area lead Agency; the coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, any expenditures made in connection with such emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the Operational Area.

NOW THEREFORE, the Parties hereto agree as follows:

A. EXISTING AGREEMENTS: Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except this Agreement supersedes the existing UNIFIED ORANGE COUNTY-CITIES EMERGENCY MANAGEMENT AGREEMENT dated July 14, 1981; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid agreements.

B. OPERATIONAL AREA ESTABLISHED: The entire geographic area of Orange County constitutes an Operational Area for the purposes of emergency mitigation, preparedness, response, and recovery, as required by Title 19 California Code of Regulations Section 2409.

C. CITY-COUNTY EMERGENCY MANAGEMENT PLANNING BOARD: For the purposes of COUNTY Ordinance No. 3915 Section 3-1-5 of the Codified Ordinances of the County of Orange, as presently existing or as hereafter amended, the Council created under this Agreement constitutes the City County Emergency Management Planning Board and this Agreement defines its membership, powers, duties, divisions, services and staff.

D. LOCAL AUTHORITY: In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction.

E. DEFINITIONS: The following terms as used in this Agreement shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth below:

- (1) **Operational Area Coordinator** shall mean that position affiliated with a public agency as designated in Section G of this Agreement, to provide direction and coordination of the Operational Area during times of emergency.
- (2) **Emergency** shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the County caused by such conditions as air pollution, civil disturbance, sudden and severe energy shortage, drought, or earthquake or other conditions, the Governor's warning of an earthquake or volcanic prediction, epidemic, fire, flood, hazardous material release, plant or animal infestation or disease, riot, storm, or war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of a Subdivision or County, requiring the combined forces of the Operational Area to manage.
- (3) **Unified command** shall mean a unified team effort which allows all agencies with, either geographical or functional responsibility, to manage an emergency by establishing a common set of emergency objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility or accountability.

F. OPERATIONAL AREA COUNCIL, EXECUTIVE BOARD AND SUBCOMMITTEES:

- (1) **Operational Area Council.** Title 19 California Code of Regulations Section 2400 et seq. establishing the Standardized Emergency Management System hereinafter referred to as SEMS, allows the COUNTY and all SUBDIVISIONS to have representation in the Operational Area. Therefore, the Operational Area Council, hereinafter referred to as the "Council", is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is

not a separate legal entity and that it is not their intention to form a joint powers authority.

- a. **Membership.** All SUBDIVISIONS in the County of Orange ,including cities, school and special districts, and the COUNTY, by approval and execution of this Agreement, are members of the Council. Each Council Member shall designate a representative and an alternate from its governing body to serve as it's representative.
- b. **Responsibilities.** The members of the Council shall have authority over the major policy issues of the Operational Area, as determined by the Executive Board, including the adoption of and amendments to this Agreement and adoption of any Operational Area fees. However, whenever a majority of all members of the Council determine that an issue should be brought before the Council, it shall be done so irrespective of the fact that the Executive Board has failed to identify it as a major policy issue as set forth in the first sentence of this subsection. It is not the intent of this Agreement that there be regular meetings of the Council. The Executive Board shall submit major Operational Area policy issues to Council members for consideration at their respective governing body meetings. The approval by a majority of the governing bodies of all Council members shall be sufficient for adoption of any Operational Area business, including the amendment of this Agreement, and adoption of any Operational Area fees.
- c. **Representatives Meeting.** Should it be necessary for the Council to meet, the representative or alternate of each member of the Council, shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem from among the representatives present. A majority of all representatives of the members of the Council shall constitute a quorum for the transaction of business relating to the Operational Area. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area. In the event a tie vote occurs, in order to break the tie, the vote of the Chair Pro Tem shall not be counted. The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council.

(2) **Operational Area Executive Board.**

- a. **Creation of the Operational Area Executive Board.** The Council shall have an Executive Board, hereinafter referred to as Executive Board, consisting of eleven voting members.

- 1) **Members.** Members are as follows:
 - a) A member of the COUNTY Board of Supervisors
 - b) A representative from the Orange County City Engineers' and Public Works Directors' Association
 - c) The Orange County Fire & Rescue Mutual Aid Coordinator
 - d) A representative from the Orange County Fire Chiefs' Association
 - e) The Orange COUNTY Sheriff-Coroner- Law Enforcement Mutual Aid Coordinator
 - f) A representative from Independent Special Districts of Orange County
 - g) A representative from the Orange COUNTY Health Care Agency- Health Care Mutual Aid Coordinator
 - h) A representative from the Orange County Police Chiefs' and Sheriff Association
 - i) A representative selected jointly from the Orange County-City Manager's Association and the League of Cities.
 - j) A representative selected jointly by the Orange County Superintendent of Schools, Community Colleges and School Districts
 - k) A representative from the COUNTY Environmental Management Agency- Public Works Mutual Aid Coordinator

- 2) **Terms, Alternates and Voting.** Executive Board members shall be appointed by their respective organization every two years and shall serve at the discretion of their organization for two years. An alternate shall also be designated to serve the same term for each Executive Board member appointed. Each Executive Board member, or alternate in the absence of any voting member, shall be entitled to one vote. A majority of the Executive Board shall constitute a quorum for the transaction of business relating to the Operational Area. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any

other action deemed appropriate to carry forward the objectives of the Operational Area. In the event a tie vote occurs, in order to break the tie, the vote of the Chair shall not be counted.

3) **Operational Area Executive Board Chair and Vice-Chair.** The Chair and Vice Chair shall be elected every two years by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

4) **Meetings.** The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

b. **Responsibilities/Policy/Advisory Duties.** The Executive Board shall have responsibility for the overseeing the actions of the Operational Area Manager in the daily operations and administration of the Operational Area. The Executive Board shall also have responsibility for the development, establishment and implementation of the policies of the Operational Area, and shall keep the Council informed of its actions. The Executive Board shall determine which major policy issues of the Operational Area issues require Council members' approval and shall seek such approval. However, whenever a majority of all members of the Council determine that an issue should be brought before the entire Council, it shall be done so irrespective of the fact that the Executive Board has failed to identify it as a major policy issue as set forth in this subsection.

1) **Policy and Operational Area Emergency Plan.** The Executive Board is responsible for the establishment of Operational Area policy and the development and implementation by December 1, 1996, of the Operational Area Emergency Plan, including mitigation, preparation, response and recovery, and for the ongoing exercise and maintenance of the plan as required by SEMS.

2) **Operational Area Budget and Operating Staff.** The Executive Board shall have the responsibility to direct the development of and approve the Operational Area annual operating budget and staffing utilizing resources made available to the Operational Area by the State Office of Emergency Services through the Federal Emergency Management Assistance Program, and to monitor the expenditures of the Operational Area. This shall include the responsibility to seek grants from other sources to sustain the preparedness and response efforts of the Operational Area as further detailed in Section L of this Agreement, and, if necessary, to recommend for adoption by the members of the Council, any

Operational Area fees to sustain the Operational Area. In the event the Executive Board recommends adoption of fees, the Executive Board shall be responsible for directing the development of and submitting the Operational Area annual budget and staffing to the members of the Council for approval.

- 3) **Laws, Rules, Legislation and Regulations.** The Executive Board shall review and recommend for action or adoption by the members of the Council, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board shall also study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to it in writing by Council members.
- 4) **Recovery Operations.** During the recovery phase of an emergency, the Executive Board shall provide advice to the members of the Council regarding rebuilding and cost recovery. The Executive Board shall direct the Operational Area Manager, as designated in Section H of this Agreement, to coordinate with the State Office of Emergency Services as needed in this process.
- 5) **Successor to the Operations Coordinator.** Due to the changing circumstances and requirements of emergencies, especially in transition from the response to and recovery from an emergency, the Executive Board is hereby given authority to appoint an Operational Area Coordinator to succeed the initial response Operational Area Coordinator designated pursuant to Section G (1) of this Agreement.

c. Subcommittees and Technical Advisory Groups.

- 1) **Establishment, Support and Coordination.** The Executive Board may establish standing and ad hoc Subcommittees and Technical Advisory Groups to complete its work and to ensure communication and coordination between all interested persons or groups, including but not limited to the COUNTY, SUBDIVISIONS, Orange County Emergency Management Organization, Communications Systems, Transportation, Care and Shelter. Subcommittees and Technical Advisory Groups may each elect a Chairperson and shall provide appropriate staff support from their members. The Operational Area Manager shall provide coordination between these Subcommittees or Technical Advisory Groups and the Executive Board only.

2) **OCEMO.** There is hereby established a standing Subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as "OCEMO". All Council members shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative establishment of the Operational Area Plan, policies and procedures, training and exercises is necessary to ensure that the Operational Area Plan, policies, procedures, training and exercises meet the emergency needs of the SUBDIVISIONS, COUNTY, and Operational Area.

a) **Members.**

1. **Standing Members.** Standing members include the emergency services coordinators designated annually in writing to the Operational Area Manager by each Party which is a signatory to this Agreement. The COUNTY Emergency Manager shall be the COUNTY Standing member.
2. **Approved Members.** Designated representatives from other public, non-profit and private emergency response, recovery and management agencies may actively participate as approved members in OCEMO Committees. These agencies may include: Orange County Disaster Recovery Alliance, Volunteer Agencies Active In Disasters, American Red Cross, Volunteer Emergency Preparedness Organization, utilities, military bases, universities and colleges, and the State Office of Emergency Services. Membership shall be granted by the Executive Board annually, upon recommendation made by majority vote of standing members of OCEMO.
3. **Associate Members.** Members of other organizations may participate as non-voting Associate members.

b) **Voting.** Each of the Standing and Approved members shall be entitled to one vote. The Representative Board shall determine the issues which require approval of the voting members of OCEMO. However, whenever a majority of all members of OCEMO determine that an issue should be brought before the entire OCEMO membership, it shall be done so irrespective of the fact that the Representative

Board has failed to identify it as an issue. It is not the intent of this Agreement that there be regular meetings of OCEMO. Any member of OCEMO may attend and be heard at the Representative Board meetings and participate in Representative Board committees. The Chair may convene a meeting of OCEMO and/or conduct a vote by proxy. Unless otherwise provided herein, a vote of the majority of those qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area.

- c) **Chair and Vice-Chairs.** The Chair, First and Second Vice Chair shall be elected annually by the Representative Board and shall serve both as the officers of the Representative Board and OCEMO. In the event a tie vote occurs, the vote of the Chair shall not be counted. In the absence of all officers, the members of the Representative Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

- d) **Representative Board.** OCEMO shall have a Representative Board, hereinafter referred to as "Representative Board".
 - 1. **Membership.** The membership of the Representative Board shall be comprised of the following standing members:
 - a. The COUNTY Emergency Manager/
Operational Area Manager
 - b. The Cities' Emergency Services
Coordinators
 - c. One representative selected jointly by the
Orange County Superintendent of Schools,
Community Colleges and School Districts
 - d. One representative selected jointly by the
Water and Irrigation Districts
 - e. A representative from the Orange County
Transportation Authority

- f. One representative selected jointly by the Sanitation Districts
- g. One representative selected jointly by the Sanitary Districts
- h. A representative from the Parks and Recreation District
- i. A representative selected jointly by the Library Districts
- j. A representative from the Cemetery District
- k. A representative from the Vector Control District
- l. A representative from the Storm District
- m. A representative selected jointly by the Community Services Districts

2. Voting. Each of the Representative Board members shall be entitled to one vote. A majority of the Representative Board shall constitute a quorum for the transaction of business relating to OCEMO. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area.

3. Committees. The Representative Board may establish Committees to accomplish the OCEMO duties. All OCEMO members are expected to participate in the Committees to the maximum extent possible.

e) Executive Council. The OCEMO Executive Council shall consist of the OCEMO Chair, First and Second Vice Chair, the immediate past Chair, and the COUNTY Emergency Manager/Operational Area Manager. The Executive Council may meet at the request of the Chair to develop agendas and plans, and to analyze issues to be presented to the OCEMO Representative Board.

- f) **Staff Support.** The COUNTY shall provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.
- g) **Purpose.** As a Subcommittee responsible to the Executive Board, the purposes of OCEMO include the following:
1. **Operational Area Plan.** Development and maintenance of the Operational Area Emergency Plan as described in SEMS and approved by the Executive Board.
 2. **Standard Operating Procedures.** Development and maintenance of Operational Area standard operating procedures and Operational Area Emergency Operations Center procedures and guidelines for use during emergencies, reviewed and approved by the Operational Area Mutual Aid Coordinators.
 3. **Emergency Training and Exercises.** Coordinate an annual Operational Area exercise as required by SEMS and coordinate training of personnel who are part of the Operational Area Emergency Organization.
 4. **Efficiency and Effectiveness.** Identify, examine and develop plans and programs of concern to all SUBDIVISIONS and the COUNTY, and coordinate the development of appropriate plans and programs leading toward an integrated Operational Area approach to preparedness for emergencies, including use of cost efficient and effective, coordinated public education and individual emergency preparedness programs.
 5. **Legislation.** Review and report on legislation impacting emergency plans and programs and propose concepts for new legislation for consideration by the Executive Board.
 6. **Plans and Agreements.** Review proposals of emergency mutual aid plans and agreements and

make recommendations on approval of such proposals to the Executive Board.

7. **After Action Reports.** Develop after action reports for the Executive Board, following emergencies in which the Operational Area is activated.
 8. **Other.** Other duties and responsibilities as delegated by the Executive Board.
- h) **Meetings.** The Representative Board shall meet every other month. Special meetings of the Representative Board may be called by the Chair. Committees shall meet twice a month until the Operational Area Emergency Plan and procedures, exercise schedule and training, as required by SEMS are completed, and as necessary thereafter.
 - i) **Finances.** OCEMO has no authority to bind the COUNTY or any SUBDIVISION to any financial arrangement.
- d. **Operational Area Executive Board Emergency Advisory Capacity.** The Executive Board may be convened by the Chair to review the potential or actual emergency situation and make and receive appropriate recommendations from the Operational Area Coordinator, as designated below, and Council members.

G. CREATION AND POWERS AND DUTIES OF OPERATIONAL AREA COORDINATOR:

- (1) **Operational Area Coordinator.** By this Agreement, Council designates an Operational Area Coordinator, hereinafter referred to as "Coordinator" Based on the type of disaster described below, the initial response Coordinator shall be the incumbent of the position designated below:
 - a. **Law Enforcement Mutual Aid Coordinator.** The Law Enforcement Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where evacuation, law and order are of the highest priority as related to earthquake, tsunami, nuclear power plant emergency, civil disturbance, terrorism, or act of war.
 - b. **Fire and Rescue Mutual Aid Coordinator.** The Fire and Rescue Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where the life or safety of the public is threatened due to fire, mass casualty emergency, or hazardous materials release.

- c. **Public Works Mutual Aid Coordinator.** The Public Works Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where public works or environmental protection resources shall be the primary method used for mitigation and recovery such as during flood, storm, dam failure or oil spill.
 - d. **Health Care Mutual Aid Coordinator.** The Health Care Mutual Aid Coordinator is designated as the as the initial response Coordinator for emergencies where there is a threat of an epidemic or a declared epidemic.
 - e. **Alternates to the Operational Area Coordinator.** Each incumbent of a position eligible to act as the initial response Coordinator shall annually designate, in writing by name and in order of succession, a minimum of two alternates. This designation shall be filed with the Operational Area Manager as described in Section H of this Agreement, no later than July 1st of each year.
 - f. **Line of Succession.** In the event that neither the designated initial response Coordinator nor either of the designated alternates is available to serve in the capacity of the initial response Coordinator, the following line of succession shall be used to ensure continuity of Operational Area operations during times of emergency:
 - 1) **Law Enforcement Mutual Aid Coordinator and two designated alternates.**
 - 2) **Fire and Rescue Mutual Aid Coordinator and two designated alternates.**
 - 3) **Public Works Mutual Aid Coordinator, and two designated alternates.**
 - 4) **Health Care Agency Mutual Aid Coordinator and two designated alternates.**
- (2) **Unified Command and Joint Operational Area Coordinator.** Where appropriate, the Coordinator shall use a unified command, which is standard procedure for emergencies which involve multiple jurisdictions or professional disciplines.
- (3) **Successor to the Initial Response Operations Coordinator.** Due to the changing circumstances and requirements of emergencies, especially in transition from the response to and recovery from an emergency, the Executive Board is hereby given authority to appoint successor Operational Area Coordinator(s) to succeed the initial response Operational Area Coordinator designated pursuant to Section G (1) of this Agreement. The successor Coordinator(s) shall have the

same powers and duties as the initial response Coordinator, as specified in Section G (4) of this Agreement.

- (4) **Powers and Duties.** The Coordinator shall direct and coordinate the Operational Area during times of emergency. The Coordinator shall have the following duties and powers:
- a. **Direction and Coordination.** Serve as key decision maker, in the Operational Area Emergency Operations Center providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the Operational Area Lead as specified in Title 19 California Code of Regulations Section 2409 (e).
 - b. **Operational Area Representative.** Represent the Operational Area in all dealings with the public or private agencies on matters pertaining to emergencies as defined herein.
 - c. **Emergency Public Information.** Appoint a Public Information Officer to coordinate the dissemination of all emergency information, press releases, and public statements, to prevent conflicting information, misinformation, and the initiation of rumors, as appropriate to the type of emergency confronting the Operational Area.
 - d. **Emergency Proclamations.** Each SUBDIVISION shall retain the powers and responsibilities granted by law to proclaim an emergency in its jurisdiction, according to procedures set forth by the jurisdiction. The COUNTY Board of Supervisors shall retain the powers and responsibilities granted by law to proclaim an emergency in the County geographic area, according to procedures set forth in COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange and COUNTY Board of Supervisors Resolution 95-386, as presently existing or as hereafter amended.

H. CREATION OF POSITION AND POWERS AND DUTIES OF OPERATIONAL AREA MANAGER:

- (1) **Operational Area Manager.** The position of the Operational Area Manager is hereby created. The Operational Area Manager shall be the COUNTY Emergency Manager as specified by COUNTY Ordinance No. 3915, Section 3-1-6 of the Codified Ordinances of the County of Orange and COUNTY Board of Supervisors Resolution 95-386, as presently existing or as hereafter amended.
- (2) **Powers and Duties.** The Operational Area Manager shall have the following powers and duties:

- a. **Staff to the Operational Area Executive Board.** Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned Operational Area staff with the Executive Board.
- b. **Daily Coordination and Assistance.** Direct the daily coordination and cooperation between the Operational Area staff and the Operational Area Emergency Organization, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.
- c. **Emergency Operations Center Maintenance.** Maintain the Operational Area Emergency Operations Center in a constant state of readiness, providing staff as needed to support the Emergency Operations Center operations during times of emergency in order to coordinate emergency information between the COUNTY and all SUBDIVISIONS, state and federal agencies, and volunteer organizations.
- d. **Notification of Emergency Operation Center Activation.** Notify the Executive Board and Board of Supervisors of an Emergency Operations Center activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.
- e. **OCEMO Support.** Provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.
- f. **Budget and Staffing.** Develop an annual operating budget and staffing recommendations and monitor the Operational Area expenditures at the direction of and for the approval of the Executive Board.
- g. **After Action Reports.** Coordinate with OCEMO the development of after action reports for the Executive Board, following emergencies in which the Operational Area is activated.

I. OPERATIONAL AREA EMERGENCY PLAN: Under the direction of the Executive Board, OCEMO shall be responsible for ensuring the development and maintenance of the Operational Area Emergency Plan, which shall provide for the effective mobilization of all of the resources of the Operational Area, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the Operational Area Emergency Organization as described in Section M of this Agreement.

- (1) **Compliance.** The Operational Area Emergency Plan shall comply with applicable local, state and federal planning criteria, analyze the risks faced by the

Operational Area, assign functional responsibilities to Mutual aid organizations, COUNTY agencies/departments, SUBDIVISIONS, and personnel, and assign lines of succession for the members of the Operational Area Emergency Organization.

- (2) **Functional assignments.** The Operational Area Emergency Plan shall include the functions assigned to the mutual aid organizations, COUNTY agencies/departments and SUBDIVISIONS, and it shall be the responsibility of the agency/department heads and SUBDIVISIONS to appoint coordinators who shall report to the Emergency Operations Center and carry out the assigned duties as appropriate.
- (3) **Adoption.** The Emergency Plan shall not be effective until adopted by the Executive Board and a majority of all Council members.

J. COUNTY SPECIFIC RESPONSIBILITIES. The COUNTY shall act as the Operational Area Lead Agency. The Operational Area Lead Agency shall have the following responsibilities to the Operational Area in addition to those member responsibilities specified under Section K of this Agreement:

- (1) **24 Hour Contact Point.** The COUNTY shall provide the 24 hour contact point for the Operational Area and act as lead in activating the Operational Area Emergency Operations Center, hereinafter referred to as "OAEOC".
- (2) **Operational Area Emergency Operations Center.** The COUNTY Emergency Operations Center located at 2644 Santiago Canyon Road, in Silverado, California and Alternate Emergency Operations Center, as designated, shall serve as the OAEOC.
- (3) **Initial EOC Activation Staffing.** The COUNTY shall provide initial OAEOC activation staff. SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing.
- (4) **EOC Maintenance.** COUNTY Emergency Management staff shall be responsible for ensuring the OAEOC is maintained in a state of constant readiness.
- (5) **Operational Area Council Executive Board Support.** The COUNTY shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow up only. Staff support to Subcommittees and Technical Advisory Groups shall be provided by Council members and their representatives.
- (6) **OCEMO Support.** The COUNTY shall provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.

K. OPERATIONAL AREA COUNCIL MEMBER RESPONSIBILITIES: Members of the Operational Area Council shall have the responsibilities as set forth below:

- (1) **Participation.** Actively participate as a member in the Council, Executive Board if designated, Subcommittees and Technical Advisory Groups including OCEMO, and in the Operational Area Emergency Organization, including providing staff to support the work of the Executive Board, Subcommittees and Technical Advisory Groups.
- (2) **Emergency Plan and Organization.** Maintain an emergency plan and organization to provide for the emergency needs in the SUBDIVISION according to SEMS, and coordinate with and, where able, support other SUBDIVISIONS, the COUNTY, and the OAEOC.
- (3) **Emergency Management Program.** Develop an emergency management program which shall provide for the needs of the SUBDIVISION, which shall be complementary to and compatible and coordinated with the needs of the Operational Area in the event of an emergency.
- (4) **Emergency Assistance.** Provide assistance during an emergency:

 - a. **Capabilities and Agreements.** SUBDIVISIONS shall offer assistance within the limits of capabilities and according to applicable mutual aid agreements.
 - b. **EOC Staffing.** SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing.
- (5) **Resource list.** Maintain a current resource listing of the facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.
- (6) **Cooperation.** Promote cooperation among all SUBDIVISIONS in order to improve the overall Operational Area emergency management program.
- (7) **Training and Exercises.** Assure training and exercises within the SUBDIVISION and Operational Area, maintain a thorough knowledge of the Operational Area Emergency Plan and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency.
- (8) **Emergency Notifications.** Ensure that internal and Operational Area emergency notification lists are kept current.
- (9) **Procedures.** Develop SUBDIVISION procedures which outline the steps necessary to complete tasks as a member of the Operational Area.

- (10) **Critical Personnel.** Identify at least two alternates for each person deemed critical to SUBDIVISION and Operational Area operations, either to serve in the capacity of the primary contact when (s)he is not available, or to facilitate 24 hour operation when needed in times of emergency.

L. OPERATIONAL AREA EXPENSES AND REVENUES

- (1) **Minimum costs/efficiency.** All costs shall be kept to a minimum, and efficiencies in use of staff, materials, etc. shall be a priority.
- (2) **Costs of Operational Area EOC Emergency Activation.** The COUNTY declares its willingness to provide the Operational Area 24 hour contact point, the OAEOC and initial OAEOC staffing, and to activate the OAEOC as required by SEMS as set forth in Section N (4) of this Agreement. The COUNTY shall exercise prudence in the staffing and level of activation, and shall deactivate the OAEOC when requested by SUBDIVISION(s) or as soon as practical, as allowed by law. The COUNTY is to act as a member of the Operational Area only and shall not be solely responsible for the costs of activating the OAEOC. The Executive Board shall be responsible for the development of policy and procedures similar to other mutual aid agreements where in SUBDIVISION(s) requiring activation of the OAEOC shall be responsible for reimbursement of the COUNTY and other SUBDIVISIONS for the cost of activation, if the COUNTY does not activate the OAEOC for its use, and cannot legally declare an emergency for the purposes of reimbursement from the State or Federal governments.
- (3) **Operational Area Administrative Expenses.** The Executive Board shall be responsible for acquisition and distribution of Emergency Management Assistance grant funds, and any other funds, to cover the administrative costs of the Operational Area, including any reimbursement to the COUNTY for services requested of the COUNTY pursuant to this subsection. The Executive Board shall be responsible for determining the potential source of, and for acquiring funds or staff time to match the grant(s). The COUNTY shall provide administrative staffing for the Operational Area, as determined by the Executive Board and/or Council in the annual budget, to carry out the duties as delineated in Section H of this Agreement. The COUNTY is to act as a member of the Operational Area only and shall not be solely responsible for the costs of administering the Operational Area.
- (4) **Emergency Expenses.** During emergencies, all Parties shall be expected to participate, according to mutual aid and other agreements, and to the maximum extent possible, with the understanding that during an emergency the priority is life, safety, property and the environment, regardless of which jurisdiction is impacted.
- (5) **Emergency Aid to Parties.** Nothing herein shall be construed to restrict or control any Party's right or ability to apply for or receive emergency aid, loans or

grants from any source including the State and Federal government. Neither any Party nor the Operational Area shall have any claim upon or interest in any emergency aid funds obtained by any other Party for its emergency expenses, with the exception that SUBDIVISIONS may be responsible for reimbursement of OAEOC activation costs as set forth in Section (L) of this Agreement.

M. DESCRIPTION, FUNCTION AND DUTIES OF THE OPERATIONAL AREA EMERGENCY ORGANIZATION

- (1) **Description.** All officers and employees of the Parties, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons pressed into service under the provisions of COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange as presently existing or as hereafter amended, shall constitute the Operational Area Emergency Organization, and shall be charged with duties incidental to the protection of life and property in the Operational Area during times of emergency.
- (2) **Functions and Duties.** The functions and duties of the Operational Area Emergency Organization shall be distributed among such Mutual aid organizations, COUNTY agencies/departments, SUBDIVISIONS, and staff as the Operational Area Emergency Plan shall prescribe. The form of the organization, titles and terminology shall conform to SEMS.

N. ACTIVATION OF THE OPERATIONAL AREA EMERGENCY OPERATIONS CENTER

- (1) **Location.** The COUNTY Emergency Operations Center located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OAEOC. Communication connection to the OAEOC shall be the responsibility of each SUBDIVISION and Mutual aid Coordinator or their representative.
- (2) **Virtual Operational Area EOC.** The OAEOC shall be used as the communication and coordination center and in so far as possible, function as a virtual OAEOC, utilizing any available telecommunication resources so that Parties may communicate without collocation. However, to ensure communication, it may be necessary for representatives and any support staff they may require to be present at the OAEOC. SUBDIVISIONS not present shall be responsible for establishing direct contact with the OAEOC.
- (3) **Staff for the Operational Area Emergency Operations Center**
 - a. **OAEOC Maintenance.** COUNTY Emergency Management staff shall be responsible for ensuring the OAEOC is maintained in a state of constant readiness.

- b. **Initial Activation and Beyond.** The COUNTY shall provide initial OAEOC activation staff. SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing. emergency management or other mutual aid shall be used to staff the OAEOC as necessary.
- c. **Mutual Aid Coordinators.** Mutual Aid Coordinators may be present in the OAEOC, but if not present, shall be responsible for establishing direct contact with the OAEOC.

(4) Required Activation:

- a. **Support to Emergency.** The Operational Area functions as support to the local government and field response and does not command the emergency response directly.
- b. **Conditions.** Activation of the OAEOC is required by SEMS, Title 19 California Code of Regulations Section 2409 (f), under the following conditions:
 - 1) **On Request.** “A local government within the Operational Area has activated its EOC and requested activation of the Operational Area to support their emergency operations.”
 - 2) **Two City Local Emergency.** “Two or more cities within the Operational Area have declared or proclaimed a local emergency.”
 - 3) **COUNTY and City Local Emergency.** “The County and one or more cities have declared or proclaimed a local emergency.”
 - 4) **Request for Governor’s Proclamation.** “A city, city and County, or County has requested a governor’s proclamation of a state of emergency, as defined in Government Code 8558(b).”
 - 5) **State of Emergency.** “A state of emergency is proclaimed by the governor for the County or two or more cities within the Operational Area.”
 - 6) **Request for Outside Resources.** “The Operational Area is requesting resources from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.”

- 7) **Request for Operational Area Resources.** “The Operational Area has received resource requests from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.”

c. **Activation Levels.** The OAEOC activation levels are described below:

- 1) **Activation Level One.** Level One shall mean activation of the OAEOC at a minimum level with COUNTY emergency management staff to prepare the OAEOC and notify the Operational Area Emergency Organization and coordinate information among the members of the Operational Area and with Regional State officials as required by SEMS.
- 2) **Activation Level Two.** Level Two shall mean partial activation of the OAEOC, staffed by the Operational Area Coordinator or alternate, COUNTY emergency management personnel, along with personnel from COUNTY agencies/departments and other personnel selected to meet the functional needs of the emergency Operational Area Emergency Organization during times of emergency.
- 3) **Activation Level Three.** Level Three shall mean full activation of the OAEOC, including all personnel as indicated at level two plus the Executive Board, who shall serve as the Policy Group to advise the Coordinator on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations, and prioritize resources to effectively mitigate the disaster.

O. EFFECTIVE DATE: This Agreement shall become effective upon the approval and execution by the COUNTY Board of Supervisors and at least one SUBDIVISION. Any SUBDIVISION in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the COUNTY upon a SUBDIVISION’s execution of this Agreement as indicated in Section T of this Agreement.

P. WITHDRAWAL: Any Party may withdraw from this Agreement by providing written notice to the COUNTY. Said notice shall be given 30 days before withdrawal from this Agreement.

Q. SUSPENSION OF VOTING PRIVILEGES: In the event Operational Area fees are adopted, a Party’s failure to pay said fees within 60 days after said fees become due, shall result in the immediate suspension of that Party’s voting privileges in matters considered by any body,

board, subcommittee, committee, or group established by this Agreement. Voting privileges shall be restored upon payment.

R. INDEMNIFICATION: Each Party shall defend, indemnify and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating to acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

S. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

T. AMENDMENT: This Agreement may not be amended or modified except in a writing executed by a majority of all Parties.

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

Clarification of Operational Area, Operational Area Executive Board, and Operational Area Coordinator Roles and Responsibilities

Addendum 1

CLARIFICATION OF OPERATIONAL AREA ROLES AND RESPONSIBILITIES

The Operational Area Agreement and Emergency Plan are based on the policies established by the SEMS Regulations; in regard to the role of the Operational Area Coordinator (OAC), Operational Area Executive Board (Executive Board), Operational Area Council (OA Council) and overall Operational Area (OA) operations.

OPERATIONAL AREA- PURPOSE, RESPONSIBILITIES AND AUTHORITIES

WHERE

SEMS Regulations
2403 (3)

WHAT

OA level manages and/or coordinates information, resources, and priorities among local government within the OA and serves as coordination and communication link with Region.

SEMS Regulations
2409 (e) (3)

The lead agency of the OA shall:
Use multi-agency or interagency coordination to facilitate decisions for overall OA level emergency response activities.

Contrast of Authorities between Field Response and OA

SEMS Regulations
2405 Field Response Level (1) (A)

Command is the directing, ordering and controlling of resources by virtue of explicit legal, agency, or delegated authority.

SEMS Regulations
2409 (a)

OA Level is used by the county and political subdivisions for the coordination of emergency activities and to serve as a link in the system of communications and coordination between the state's emergency operations centers and the operations centers of the political subdivisions.

SEMS Regulations
2409(e) (1) and (2)

The lead agency of the OA shall:
Coordinate information, resources and priorities among the local governments and between the regional level and local government level.
“Coordination of Fire and Law Enforcement resources shall be accomplished through their respective mutual aid systems”.

OA Emergency Plan
Management Section Annex A
pg 2

The OA is a communication and coordination point that provides support for Mutual Aid Coordinators, OA members and the State. It does not command or control emergency operations.

ALSO:
OA Emergency Plan
Management Section Annex A
pg 7 III D 4 a

EXECUTIVE BOARD RESPONSIBILITIES AND AUTHORITIES

The Executive Board is responsible for working with the OAC in setting OA policy and priorities, is notified, convened and co-located with the OAC in the Command Center, is responsible to represent their appointing organizations and the expertise, resources and policies of their organizations and to convene a MACS as appropriate.

WHERE

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 1 II A 2

OA Agreement
pg 4 F (1) c

ALSO:

OA Emergency Plan
Management Section Annex A
pg 5 III A 5

AND:

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 15 IV A

OA Agreement
pg 3 F (1) b
AND:
pg 5 F (2) b

OA Agreement
pg 4 F (2) a

OA Agreement
pg 5 F (2) b

OA Agreement
pg 5 F (2) b 4)

OA Agreement
pg 7 F (2) b 5)
AND:
pg 14 G (3)

OA Emergency Plan
Management Section Annex A
pg 9 III 4 d

WHAT

Support the OAC by providing policy and priority advice and by convening a MACS as appropriate.

Convene the OA Council (Multi-Agency Coordination System).

Identify OA policy issues for submittal to OA Council.

Represent expertise and interests of Mutual Aid, jurisdictional, and professional disciplines.

Oversee OA Manager
Develop OA policies and Emergency Plan
Develop OA Budget
Review and impact legal requirements

Advise OA Council on Recovery

Appoint successor to the initial response OAC.

OAC responsibilities may be transferred at the discretion of the Executive Board. Due to changing requirements of emergencies, the Executive Board may appoint successor OAC(s).

EXECUTIVE BOARD RESPONSIBILITIES AND AUTHORITIES, CONT.

WHERE

OA Agreement
pg 12 F (2) d

OA Agreement
pg 16 H (2) d

OA Agreement
pg 21 L (3) c

ALSO:

OA Emergency Plan
Management Section Annex A
pg 7 III D 3 c

OA Emergency Plan
Management Section Annex A
AND:
Enclosure A-3 pg 4

OA Emergency Plan
Management Section Annex A
Enclosure A-4 pg 3 and continuing

OA Agreement
pg 23 N (4) c 3)

ALSO:

OA Emergency Plan
Management Section Annex A
pg 8 III D 4 c 3) which continues:

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 6 III C

Appendix A-2

WHAT

Review the emergency situation and make and receive appropriate recommendations to the OAC and OA Council.

Be notified and keep apprised of the emergency situation.

Mutual Aid Coordinators may be present, but if not present, shall be responsible for establishing direct contact with the OA EOC.

Executive Board is convened in the Command Center with the OAC to ensure communication and coordination.

Executive Board is notified of activation of the EOC, is kept apprised of the situation and is convened by the Chair as appropriate.

Activation Level Three shall mean full activation the OA EOC, including the Executive Board, to advise the OAC on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations and prioritize resources to also effectively mitigate the disaster.

The Executive Board and OAC will be responsible for establishing a MAC including representatives of affected jurisdictions as appropriate.

Description of duties

Executive Board EOC Checklist

OAC RESPONSIBILITIES AND AUTHORITIES

The OAC is responsible for direction of the OA EOC, for working with the Executive Board in setting OA policies and priorities, and ensuring coordination and communication of policy decisions, resource needs and priorities between OA members and the State throughout the emergency.

WHERE

OA Emergency Plan
Management Section Annex A
Enclosure A-1, pg 1 II A 1

OA Agreement
pg 14 G (2)

ALSO:

Operational Area Emergency Plan
Management Section Annex A
pg 4 III A 3 e

OA Agreement
pg 14 G (4) a

OA Emergency Plan
Management Section Annex A
pg 2 III A

OA Emergency Plan
Management Section Annex A
pg 4 III A e, following paragraph

OA Agreement
pg 23 N (4) c 3)

ALSO:

OA Emergency Plan
Management Section Annex A
pg 8 III D 4 c 3) which continues:

WHAT

OAC is responsible for management of the OA EOC and overall coordination and communication between the OA members and the state.

Where appropriate, the Coordinator shall use a unified command, which is standard procedure for emergencies which involve multiple jurisdictions or professional disciplines.

Direct and coordinate the Operational Area, serve as key decision maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of the OA Agreement and responsibilities of OA lead agency as specified by SEMS Regulations 2409 (e) see citation above).

The OA emergency organization is managed by the OAC who reports to the OA Council. The OAC is supported by advice from the Executive Board and affected jurisdictions in a MACS.

The initial response OAC authorizes full activation of the OA EOC and responds when appropriate to serve as key coordinator; providing direction and coordination necessary to accomplish the responsibilities of the OA EOC.

Activation Level Three shall mean full activation of the OA EOC, including the Executive Board, to advise the OAC on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations and prioritize resources to also effectively mitigate the disaster.

The Executive Board and OAC will be responsible for establishing a MAC including representatives of affected jurisdictions as appropriate.

OAC RESPONSIBILITIES AND AUTHORITIES, CONT.

WHERE

OA Agreement
pg 14 G (4) b

OA Agreement
pg 15 G (4) c

ALSO:

OA Emergency Plan
Management Section Annex A
Enclosure A-1pg 4 IIIB

AND:

Appendix A-1

WHAT

Represent the OA in dealings with public or private agencies.

Appoint OA Public Information Officer.

Description of duties.

OAC EOC Checklist.

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

Addendum 2

ORANGE COUNTY OPERATIONAL AREA POLICY AND PROCEDURE

Subject:

Operational Area Administration Financing (including Use of Emergency Management Assistance Program Grant).

Reference:

Operational Area Agreement Section L (2), page 19.

Background:

The Operational Area Executive Board is responsible to prepare a strategic plan and budget for the Operational Area annually, including how the Operational Area will be financed and use of any grant funds.

Policy:

All grant funds received will be used for the benefit of the Operational Area. Administrative services for the Operational Area will have the first priority for grant funding, as approved by the Operational Area Executive Board. Remaining grant funds will be distributed by the Operational Area Executive Board, consistent with the requirements of the grant funding agency. The goal of any distribution of grant funds shall be to maximize funds for program implementation and minimize costs for accounting and administering the grants.

Procedure:

1. The Operational Area Manager shall present an annual administrative budget for review and approval of the Operational Area Executive Board based on the Board's approved strategic plan.
2. The Operational Area Manager shall present a report on any grant funds available and the requirements to receive the grant.
3. The Executive Board shall have responsibility to approve the budget.
4. The Executive Board shall determine how grant funds will be distributed, with first priority being given to the administrative budget.
5. Grant funds available after Operational Area administrative costs are covered shall be distributed at the discretion of the Board, consistent with the requirements of the grant funding agency.

1997 Proposed EMA Grant Funds Distribution 6/20/97

The proposed Operational Area EMA Grant Guidelines are as follows. The assumption is that this grant requires a dollar for dollar match by each organization receiving funds.

1. Only the Operational Area Lead Agency and the 31 cities are eligible to apply for EMA funding.
2. To become an eligible city, the city representative must attend at least half of the OCEMO meetings per year.
3. To become an eligible city, the city must activate its EOC annually either for an actual occurrence or an exercise.
4. To become an eligible city, the city must participate in an Operational Area functional exercise at least once a year.
5. If in the future, funding cuts occur, the OA Lead Agency will receive and is required to match no more than 50% of the total allotment for Orange County. In FY 1997/98 the OA Lead Agency is anticipated to receive \$115,773 of an estimated \$246,319 allocation.
6. All total city EMA funds will be divided by city population between the cities that are participating in the EMA funding program. Cities must complete the Orange County Operational Area EMA Application Form. Each approved city must complete the Orange County Operational Area EMA activities Form which must be attested to by the City Manager or designee. These forms must be submitted to the OA Executive Board and approved to receive EMA funding.
7. Funding is available regardless of membership status in the Operational Area.
8. The hours to be devoted to emergency management will be determined by state guidelines. The State has required that a city must have at least a 50% employee (20 hours per week) devoted to emergency management. Should the State or FEMA eliminate this criteria, each city should at least identify an employee who will be responsible for the above criteria.

**Orange County Operational Area EMA Application Form
For the period October 1, 1999-September 30, 2000**

It is hereby agreed that the City of _____ shall meet the following requirements to receive an Emergency Management Assistance Program Grant:

1. The city representative, _____, will attend at least half of the OCEMO meetings per year.
2. The city will activate its EOC this year for an exercise, unless it is activated for an actual emergency.
3. The city will participate in the Operational Area functional exercise this year.
4. The City will receive a per capita allocation of the total funds available to cities, dependent upon the number of cities that are participating in the EMA funding program. The city will complete the Orange County Operational Area EMA activities Form which must be attested to by the City Manager or designee. The form will be submitted to the OA Executive Board and approved before any EMA funding will be received.

City Manager Signature: _____ Date: _____

**Orange County Operational Area EMA Activities Form
For the period October 1, 1998 - September 30, 1999**

The City of _____ certifies that it has met the following requirements to receive an Emergency Management Assistance Program Grant:

1. The city representative attended at least half of the OCEMO meetings per year.
Name: _____
Meetings Attended (Dates): _____

2. The city activated its EOC this year for an exercise on _____,
Or the city activated its EOC for an actual emergency on _____.

3. The city participated in the Operational Area functional exercise this year by:
(check all that apply)
 activating its EOC
 providing staff for the OA EOC
 providing staff for other jurisdiction's EOCs
 providing controllers, simulators or evaluators
 participating in the OA Exercise Design Committee

4. The City anticipates receipt of \$ _____, per the allocation letter received. This is a per capita allocation of the total funds available to cities, dependent upon the number of cities that are participating in the EMA funding program.

5. The city has met the state requirement for hours to be devoted to emergency management. (The State has required that a city must have at least a 50% employee [20 hours per week] devoted to emergency management.), or (if there are no state requirements), the city identified _____ as the employee who was responsible for the above criteria.

Submittal of this form is a request for approval by the OA Executive Board for disbursement of the allocated EMA funding.

Attest: _____
(City Manager or Designee)

Date: _____

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

MUTUAL AID PLAN

Addendum 3

ORANGE COUNTY OPERATIONAL AREA POLICY AND PROCEDURE

Subject:

Operational Area Emergency Operations and Mutual Aid Financing

Reference:

Operational Area Agreement Section L (2), page 19.

Background:

The Operational Area Executive Board is responsible to approve plans and procedures for the Operational Area emergency operations. It was identified that a policy to ensure OA EOC costs are controlled and allocated would be advantageous to all of the Operational Area members. In addition, it was determined that a mutual aid policy which allowed sharing of human resources beyond those covered by currently existing mutual aid agreements would be desirable both in staffing the OA EOC and other emergency response locations and organizations.

Policy:

Mutual Aid is requested and provided because it is needed to respond to an emergency, not because it is anticipated that local government will be reimbursed by state or federal disaster funds.

Any legally required Operational Area EOC activation lasting less than 12 hours will be provided at no cost to the requesting jurisdiction. Beyond this initial 12 hour activation period, all personnel and equipment costs associated with the emergency shall be the responsibility of the requesting agency, including direct, indirect and equipment costs.

Reimbursement claims will be handled by the responding jurisdiction invoicing the requesting jurisdiction for all actual costs, including direct, indirect and equipment costs. Individuals providing Mutual Aid will be responsible for maintaining their own logs time sheets, travel claims and other documentation necessary for reimbursement, this documentation will be submitted to the agency who will invoice the requesting jurisdiction.

Upon notification of the request for the activation of the OA EOC, the Operational Area Manager shall discuss the level of activation and staffing with the requesting jurisdiction. After activation, the requesting jurisdiction will also be responsible for determining whether a second shift will be necessary and the level of activation and staffing required.

Procedure:

1. The Operational Area activation procedure is found in Appendix D-1 of the Operational Area Emergency Plan.
2. The Operational Area Mutual Aid Plan is attached.

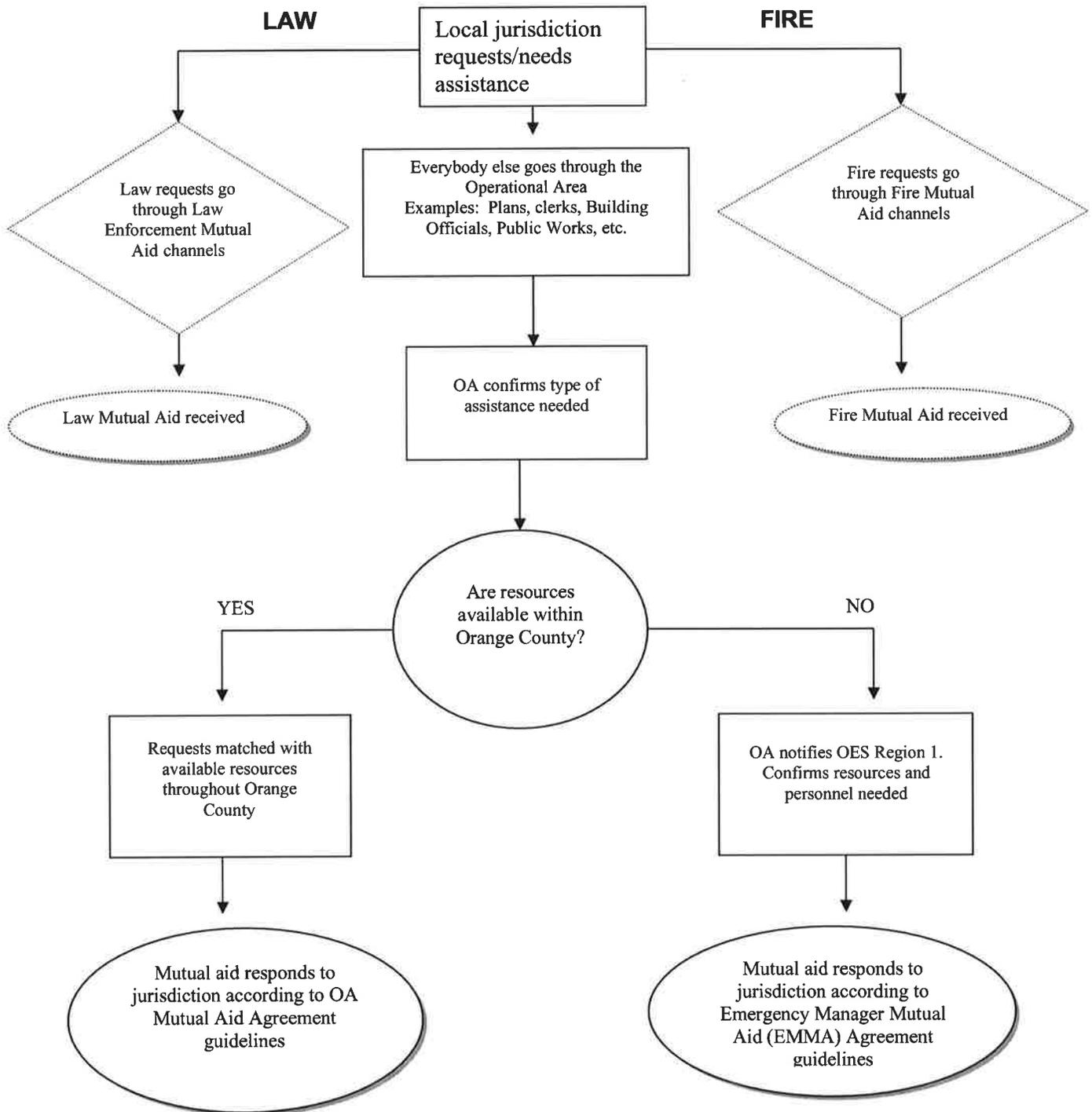
ORANGE COUNTY

OPERATIONAL AREA

MUTUAL AID PLAN

APPROVED: August 20, 1997

OPERATIONAL AREA MUTUAL AID DIAGRAM



OPERATIONAL AREA MUTUAL AID POLICY

This policy has three parts: Part One outlines the policy and procedures; Part Two contains more specific checklists; and Part Three contains forms.

PART ONE

I. Introduction

A. Purpose

The purpose of the Operational Area Mutual Aid Policy (OAMA) is to support disaster operations in the Operational Area EOC and effected Orange County jurisdictions by coordinating and providing mutual aid assistance as requested and necessary.

B. Objectives

1. Provide emergency response and management personnel to support local jurisdictions and the Operational Area.
2. Coordinate reception, assignment and training of assigned personnel.
3. Maintain the Operational Area Mutual Aid Policy.
4. Coordinate training for Operational Area response personnel through SEMS training, emergency management course work, exercises and actual emergency response.

II. Background

In 1995, an Operational Area was formed by the Orange County Board of Supervisors to meet the needs and requirements of the Standardized Emergency Management System (SEMS). All cities, special districts and the County in the County of Orange were included as potential members in this agreement, each carrying an equal vote. One of the understandings inherent in this agreement is that all political subdivisions face the potential for emergencies that exceed their capability to respond. Further, it is recognized that the protection of life, property and environment are of first importance, regardless of which jurisdiction is impacted. This policy is designed to provide detailed procedures for use of mutual aid resources within Orange County in the event of an emergency.

III. Authorities

- California Master Mutual Aid Agreement

- Sections 2400-2450 of Title 19, Division 2 of the *California Code of Regulations* (Standardized Emergency Management System)
- California Emergency Services Act
- *California Labor Code*, Section 3211.92 (Disaster Services Worker)
- Operational Area Agreement of the County of Orange and Political Subdivisions

IV. Assumptions

The Operational Area Mutual Aid Policy is based on the following assumptions:

- A. The main tenet of Mutual Aid operations is that there is full commitment of resources by the requesting jurisdiction prior to the initiation of a mutual aid request. This does not require actual exhaustion of all resources but it does anticipate full mobilization and commitment to the emergency.
- B. During a Board of Supervisor's Concurrence, a Governor's Proclamation of a State of Emergency or a Presidential Disaster Declaration, the OA Manager will designate an OAMA Coordinator. The OAMA Coordinator will facilitate coordination and assignment of OA resources.
- C. Requests for mutual aid will follow normal Mutual Aid channels consistent with the California Master Mutual Aid Agreement and SEMS.
- D. Other discipline specific Mutual Aid agreements established outside of this agreement shall take precedence over this agreement (fire, law, medical/health, etc.).
- E. Local government must use SEMS in order to be eligible for state funding of response related costs pursuant to activities identified in the California Code of Regulations. Associated costs incurred by the jurisdictions providing assistance may be eligible for reimbursement as part of "emergency protective measures." These measures are described in the National Disaster Assistance Act (NDAA) when a state of emergency has been declared, and by PL 93-288 when there is a Presidential Declaration.

V. Organization

The OAMA system is composed of emergency management and response personnel from local jurisdictions in the Orange County Operational Area.

- A. The County, cities and special districts will forward their requests for Mutual Aid to the Operational Area.
- B. The Operational Area will act as the coordination point for the County, cities and special districts within its boundaries.

- C. If a request for assistance cannot be met within Orange County, the request will be forwarded to the designated local OES Region Office.

VI. Policies and Procedures

A. General

1. Mutual Aid is requested and provided because it is needed to respond to an emergency, not because it is anticipated that local government will be reimbursed by state or federal disaster funds.
2. Any legally required Operational Area EOC activation lasting less than 12 hours will be provided at no cost to the requesting jurisdiction. Beyond this initial 12-hour activation period, all personnel and equipment costs associated with the emergency shall be the responsibility of the requesting agency, including direct, indirect, and equipment costs.
3. Mutual Aid between local jurisdictions will normally be free for the first 12-hour period, unless costs are otherwise agreed upon by both the requesting and the responding agencies. When Mutual Aid assistance between jurisdictions within the Operational Area exceeds the initial 12-hour response period, the requesting agency agrees to pay the responding agency at their actual cost, including direct, indirect and equipment costs.
4. Reimbursement claims will be handled by the responding jurisdiction invoicing the requesting jurisdiction for all actual costs, including direct, indirect and equipment costs. Individuals providing Mutual Aid will be responsible for maintaining their own logs, time sheets, travel claims, and other documentation necessary for reimbursement. This documentation will be submitted to their agency who will invoice the requesting jurisdiction.

B. Personnel

1. Minimum criteria for selection of personnel will be completion of the Introduction to SEMS course.
2. All Mutual Aid personnel will receive a general information sheet prior to being dispatched to an assignment. (See Part 3 of the Operational Area Mutual Aid Policy, Dispatch Checklist).
3. Upon arrival, the requesting jurisdiction will brief assigned personnel and provide a procedure manual, all paperwork, tools, and equipment necessary to perform OAMA tasks.
4. The requesting jurisdiction may provide identification badges to OAMA personnel upon their arrival. There is no requirement for special identification.

5. Consistent with the organizational structure of SEMS, the position of OAMA coordinator will be a part of the OA Logistics Section (Personnel Branch).

C. Liability

1. Mutual Aid personnel provided under the OAMA policy are public employees, who during disaster situations are considered Disaster Service Workers. Work-related injuries to OAMA personnel will be handled by the responding jurisdiction under Workers' Compensation that may include the Disaster Service Worker program. All public employees are considered Disaster Service Workers during disaster situations.
2. OAMA personnel act as agents of the requesting jurisdiction, who shall hold harmless the responding jurisdiction from all acts and omissions by their staff while in the services of the requester.
3. The coverage for damage to a personal or local jurisdiction's vehicle, when the vehicle is being used during an assignment, will be provided for by the requesting jurisdiction. Normal wear and tear is excluded. Any claim for damage may be included in reimbursement claims to the requesting jurisdiction.

D. Reimbursable Costs

1. Unless other arrangements are made, reimbursable time begins 12 hours after check in at the assigned Emergency Operations Center (or other assigned location). It includes all actual costs - direct, indirect and equipment costs.
2. Reimbursable travel begins 50 miles from point of departure, whether it is home or work.
3. The requesting jurisdiction is responsible for providing reasonable lodging or reimbursing the responding jurisdiction for lodging expenses. This includes food and reasonable miscellaneous expenses.

E. Procedures for Reimbursement

1. The requesting jurisdiction's Finance Section or designated agency will provide the responding personnel with all of the necessary forms for the responding jurisdiction's designated Finance Department to complete for reimbursement. Necessary instructions will be given to the responding personnel enabling them to keep accurate records.
2. The responding jurisdiction will provide expedient billing information to the requesting jurisdiction.
3. The requesting jurisdiction will process any requests for reimbursement through their Finance Section.

4. The responding jurisdiction is responsible for providing timely reimbursement for their own personnel.
5. The requesting jurisdiction will provide reimbursement to the responding jurisdiction, not to individuals.
6. Record keeping will be consistent with the conditions of the Natural Disaster Assistance Act (NDAA) and the Stafford Act (PL 93-288).

F. Training

1. All OAMA personnel available for assignment are to complete the Introduction to SEMS course or equivalent prior to being dispatched for Mutual Aid assistance. This course is available through local OES offices and the Operational Area.

VII. Responsibilities

A. All jurisdictions in the Orange County Operational Area are responsible for:

1. Reviewing and understanding the OAMA policy.
2. Identifying procedures and training staff to integrate mutual aid coordination into their emergency organization.
3. Participating in exercises at the local level and Operational Area level as well as completing necessary SEMS training.
4. Participating in the Mutual Aid program as defined by the Master Mutual Aid Agreement and this Policy.

VIII. Concept of Operations

A. Activation

1. The system can be activated for small, single-jurisdictional emergencies or for large-scale disasters involving multiple emergencies.
2. Local government requests for Mutual Aid are made to the Operational Area. The Operational Area is responsible for coordinating Mutual Aid within its area.
3. Mutual Aid requests that the Operational Area is unable to fill will be forwarded to the local designated OES Region Office.
4. During all levels of activation, local jurisdictions will coordinate information on resource utilization through the Operational Area EOC.

B. Deactivation

1. Prior to deactivation, each individual providing Mutual Aid will complete the requesting agency's deactivation paperwork, including an OAMA Exit Survey Form, and submit it to the requesting jurisdiction.
2. Each person assigned to Mutual Aid assistance will submit all reimbursement documentation to their agency's Finance Department/Finance Section. The responding jurisdiction will document all costs and invoice the requesting jurisdiction.
3. The requesting jurisdiction will process all claims for reimbursement. Reimbursement will be made directly to the responding jurisdictions, not to individuals. It is the responsibility of the responding jurisdiction to provide their personnel with timely reimbursement.
4. The OAMA Coordinator or the Logistics Section/Personnel Branch Coordinator will submit an After-Action Report, copies of the OAMA Exit Survey, and OAMA Evaluation Forms to the Operational Area Emergency Operations Center Manager with recommendations for improvements.

IX. Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) incorporates the five functions: management/command, planning/intelligence, operations, logistics, and finance/administration, consistently from the local government level to the state level. All phases of the OAMA system are to operate consistent with SEMS regulations.

X. Appendices

- California Master Mutual Aid Agreement
- Sections 2400 - 2450 of Title 19, Division 2 of the *California Code of Regulations* (Standardized Emergency Management System - SEMS)
- *California Labor Code*, Section 3211.92 (Disaster Service Worker)
- Natural Disaster Assistance Act, Chapter 7.5 of Division 1 of Title 2 of the Government Code
- Operational Area Agreement of the County of Orange and Political Subdivisions

PART TWO

Checklists

The following checklists are provided:

- Local Jurisdiction
- Operational Area
- OAMA Coordinator

Each checklist is further divided into the following format:

- Normal day-to-day operations
- Activation for jurisdictions requesting and responding to mutual aid requests
- Deactivation

I. Local Jurisdiction

A. Normal Day-to-Day Operations

- Review the OAMA plan and familiarize yourself with the procedures.
- Brief your local officials on the benefits of OAMA.
- Obtain authority to participate in the OAMA program from your local officials.
- Review personnel and union policies regarding overtime.
- Develop and regularly update, a filing system or data base where resources available for the OAMA program can reside and be immediately accessed.
- Work with your operational area to ensure you receive information on OAMA resources in the operational area.
- Develop emergency kits for your personnel in the event they are activated (include this document in each kit). Plan for them to be self-sufficient.
- Identify roles and procedures for personnel you may receive through activation of OAMA. (Include an orientation packet with necessary forms.)
- Incorporate the use of OAMA into local exercises and drills.
- Participate in operational area or regional exercises and drills that include the use of the OAMA plan.

B. Activation (Requesting Jurisdiction)

- Declare a local emergency.
- Identify the position to be filled when making your request for mutual aid.
- Complete OASIS Resource Request Form identifying positions or tasks to be performed; describe particular skills needed to fill the position for which mutual aid is being requested. Include where and when to report and to whom. **(See Resource Request Form in Part Three)**. Submit the request through your operational area.
- Negotiate the specific terms and condition of aid with the agency providing mutual aid.
- Ensure your logistics branch has arranged for lodging and local transportation for incoming personnel. **(See OAMA Dispatch Checklist in Part Three.)**
- Provide responding OAMA personnel with orientation packet including copies of time sheets, daily activity logs, and travel claim forms. Make certain copies are available for

additional incoming personnel. **(See OAMA Check-In and Check-Out Form in Part Three.)**

- Brief responding mutual aid personnel on: the situation, their duties, support staff, who they report to, and the anticipated duration of their assignment. **(See OAMA Personnel Check-In/Check-Out in Part Three.)**
- Conduct periodic review/evaluation of assignments and make necessary adjustments. Forward changes to the OAEOC. **(See Operational Area Resources Request Tracking Form in Part Three.)**

C. Activation (Responding Jurisdiction)

- Verify that the requesting jurisdictions have declared a local emergency.
- Establish ground rules for costs, duration, and personnel assignments from requesting agency.
- Forward information and specific details to responding personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Inform your operational area of the mission, duration, assignment and other particulars relating to OAMA resource requests.
- Maintain records of mutual aid resources sent.
- Establish contact with the OAMA Coordinator at the Operational Area, provide status updates when personnel are dispatched and released from their assignment.

D. Deactivation (Requesting Jurisdiction)

- Prior to deactivation ensure responding personnel have completed all necessary paperwork including an OAMA Exit Survey Form. Forward a copy of the exit survey to the operational area. **(See OAMA Exit Survey Form in Part Three.)**
- Complete an OAMA Evaluation Form and forward with a copy of the After Action Report to the operational area logistics section. **(See OAMA Evaluation Form in Part Three.)**
- Follow up on all open or unresolved actions. Confirm that responding jurisdictions have been notified of appropriate agency/department (include address and phone number) where information is to be forwarded.
- Forward copies of time sheets, daily activity logs and travel claim forms to your agency's finance officer for reimbursement processing.
- Conduct exit inspection of vehicles, assure travel routes are clear. Personnel rested prior to release.

E. Deactivation (Responding Jurisdiction)

- Prior to deactivation ensure responding personnel have completed all necessary paperwork including an OAMA Exit Survey Form. **(See OAMA Exit Survey Form in Part Three.)**
- Forward copies of time sheets, daily activity logs and travel claim forms to your agency's finance officer for reimbursement processing.
- Follow up on all open assignments. Forward status report to your operational area.

II. Operational Area

A. Normal Day-to-Day Operations

- Review the OAMA plan and familiarize yourself with the procedures.
- Work with your local jurisdictions and OEMS Regional Administrator to ensure you receive information on OAMA resources in your OES region.
- Develop and update regularly, a filing system or data base where the OAMA Program resources can reside and be immediately accessed.
- Provide the OES Regional Administrator with updated information on local jurisdictions and operational area resources.
- Identify roles and procedures for personnel you may receive through activation of OAMA.
- Participate in exercises and drills of the OAMA plan.

B. Activation (Requesting Operational Area)

- Verify local jurisdiction's emergency declaration.
- Assess needs of local jurisdictions and process their requests. **(See OAMA Needs Assessment Form in Part Three.)**
- Identify the positions or tasks that need to be filled in your request for mutual aid. Include where and when to report and to whom. **(See Operational Area Resource Request Form in Part Three.)**
- Review data base to determine what personnel best fit the request.
- Contact the local jurisdiction directly if they are in your operational area to request assistance. If assistance is needed from outside your operational area, process your request through your OES Regional Administrator.
- Forward a copy of your request to your OES Regional Administrator or regional EMMA Coordinator.
- Coordinate the negotiation of the specific terms and conditions of aid with the party that will provide it.
- Ensure arrangements have been made for lodging and local transportation for incoming personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Upon receiving mutual aid, ensure that personnel are briefed on the situation, their duties, whom they report to, and the duration. **(See OAMA Check-In and Check-Out Form in Part Three.)**

C. Activation (Responding Operational Area)

- Establish contact with the regional OAMA coordinator or logistics branch.
- Coordinate mutual aid requests from your OES Administrative Region to local jurisdictions.
- Ensure your OES Regional Administrator is informed of your personnel availability and other particulars, in the event that the situation becomes worse and more resources are needed.
- Receive instructions and forward specifics to responding personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Provide updated status reports on OAMA mutual aid to regional EMMA Coordinator or Logistics Branch. **(See Operational Area Resources Request Tracking Form in Part Three.)**

D. Deactivation

- Ensure personnel, prior to departure, complete an exit survey and forward a copy of the exit interview to the EMMA Coordinator at the REOC. **(See OAMA Exit Survey and OAMA Personnel Check-In/Check-Out Forms.)**
- Ensure all documentation (including copies of time sheets, travel claims, daily logs and other supporting documentation) has been received from the responding jurisdiction and forwarded to the accounting department for processing.
- Identify areas needing improvement and include comments with your after action report to your OES Regional Administrator. **(See OAMA Evaluation Form in Part Three.)**
- Update and correct information in your data base that was lacking or incorrect.

III. OAMA Coordinator

Requests for OAMA resources will be handled by the OAEOC's Logistics Section. Depending upon the escalation of resource requests, most requests will be handled by the Personnel Branch Coordinator. When activated the position of OAMA Coordinator will be located within the EOC's Logistics Section as part of the Personnel Branch at each level of SEMS.

The Personnel Branch or OAMA Coordinator is responsible for coordinating all emergency management personnel mutual aid requests received at or within their EOC, identifying sources of personnel support, requesting and assigning personnel as needs are identified.

A. Normal Day-to-Day Operation (Non-Active Status)

- Review the OAMA plan and familiarize yourself with the procedures and the OAMA Coordinator position and duties.
- Become familiar with emergency management and response personnel within your area. Be aware of the anticipated needs and skills of people within your area.
- Assist in the development and participate in an annual exercise of the OAMA plan.

B. Activation

Note: During a declared emergency, when activated the OAMA Coordinator reports to the Operational Area Emergency Operations Center. The OAMA Coordinator is then assigned to the Logistics Section-Personnel Branch.

- Check-in with the Operational Area EOC Manager and Logistics Section Chief.
- Obtain briefing on situation.
- Set up branch workstation, use kit materials and on-site supplies. Familiarize yourself with OAEOC location and personnel.
- Open and maintain branch logs.
- Establish contact with other levels of SEMS which are operational (local, operational area and region EOC's).
- Determine status of OAMA resource requests and needs. **(See OAMA Resource Needs Assessment Form in Part Three.)**
- Attend all EOC briefings and meetings.
- Coordinate with other branches and advise them of OAMA Coordinator position activation.

- Oversee recruitment process and placements. The OAMA Coordinator will ensure requesting jurisdictions have made lodging arrangements for OAMA mutual aid personnel deployed.
- Communicate with appropriate EOC to verify tracking number assignment, that recruited OAMA personnel have been assigned, OAMA Dispatch Checklist Form has been faxed, and estimated time of arrival, along with duration of assignment has been confirmed.
- Determine future personnel needs based upon situations which are predicted to occur.
- Maintain information regarding:
 - * Mutual Aid requests for personnel being processed.
 - * OAMA personnel assigned by agency/location
 - * OAMA personnel in standby status
 - * Mutual Aid requests not filled by category.
- Attend all planning meetings.
- Provide situation report and resource information to Logistics Branch Chief, and Planning/Intelligence Section. Update on a periodic basis or as the situation changes.
- Keep Logistics Section Chief apprised of OAMA personnel needed and potential emergency manager and response personnel needs. **(See Situation Summary Form in Part Three.)**
- Track OAMA personnel processed by the Logistics Branch. Controls must be established for the accountability of personnel used. When relieved from duty, personnel should be documented as released (include date and time). Maintain current status and overall placement at all times. **(See Operational Area Resource Request Tracking Form in Part Three.)**
- Maintain personnel files for OAMA personnel which the branch has recruited and conduct intake orientation. Verify that all OAMA mutual aid personnel deployed have been documented for Worker's Compensation coverage.
- Identify any operational problems and take corrective actions. If personnel issues exist consult with the Logistics Branch Chief and OAEOC Administrator to resolve.
- Ensure orientation packets are developed and provided to personnel assigned to you. Packets should include at a minimum: daily activity logs, travel claim forms, time sheets, OAMA Check-In/Check-Out Form and OAMA Exit Form.
- Distribute all forms for reimbursement to OAMA personnel assigned to your EOC level. Document all non-personnel costs. Coordinate distribution and return of cell phone, pagers and other field supplies. **(See OAMA Check-In/Check-Out Form in Part Three.)**

- Participate in action planning meetings, provide input to situation reports, share status information with Operations Section, Planning/Intelligence Section, and other branches as appropriate.
- Keep other levels of Logistics Section - Personnel Branch - OAMA Coordinators apprised of overall situation and status of resource requests.
- Evaluate the efficiencies and effectiveness of the Program. **(See OAMA Evaluation Form in Part Three.)**
- Conduct exit surveys of OAMA participants at your level and forward copies to the next appropriate level. **(See OAMA Exit Survey Forms.)**
- Brief your replacement.
- Complete After Action Comments. **(See OAMA Evaluation Form in Part Three.)**
- Develop long-range planning to identify potential problems and solutions.

C. Deactivation

- Deactivate the position and close out logs when authorized by Logistics Section Chief.
- Ensure all deactivated OAMA personnel at your level complete all paperwork including the Exit Survey Form prior to your release and departure. **(See OAMA Exit Survey Form in Part Three.)**
- Schedule and notify all personnel of the time and place for an internal critique. Ensure all personnel are notified of any After Action Critiques.
- Provide input to the internal after action critique. Document findings of internal after action critique. Develop recommendations for program improvement. Identify additional costs that need to be addressed in future activations of the system.
- Ensure all logs, action plans, and activity records are collected. Turn in all records to EOC Logistics Section Chief.
- Ensure personnel deactivated turn in all supplies. **(See OAMA Personnel Check-In/Check-Out Form.)**
- Ensure that any open actions are assigned to appropriate agency, OAEOC or REOC element for follow up.
- Complete After Action Report including local jurisdiction evaluations of personnel assigned to them and mutual aid personnel exit interviews. Provide OES Regional Administrator with copy of report.

- Update internal procedures from "lessons learned" in After Action Report.

PART THREE

Forms

This section contains the minimum number of forms that are necessary for the OAMA Program. Additional forms may be developed as this program matures through use. Specific forms are referenced in the checklists in Part Two (in **bold** parenthesis).

Forms

- Operational Request for Jurisdiction Initial Damage Report
- Jurisdiction Status Report to Operational Area
- OAMA Resource Needs Assessment Form
- OAMA Dispatch Form
- OAMA Check-In and Check-Out Form
- OAMA Exit Survey Form
- OAMA Evaluation Form
- Resource Request Form (OASIS Form #160-1/93)
- Operational Area Resource Request Tracking Form (OASIS Form #17 - 1/93)

THIS IS A DRILL

THIS IS NOT A DRILL

**OPERATIONAL AREA REQUEST FOR JURISDICTION
INITIAL INCIDENT IMPACT REPORT**

*****IMMEDIATE RESPONSE REQUIRED FROM EMERGENCY SERVICES COORDINATOR*****

FROM: County of Orange Sheriff-Coroner/Emergency Management

Phone: 714) 628-7055 or 628-7060

FAX: (714) 628-7154

DUE TO _____ the Operational Area EOC has been activated as of
(date) _____ (time) _____. Immediate response to the following is required from all Orange County
Jurisdictions.

Date: _____ Time: _____

Jurisdiction Name: _____

Contact Name: _____ Phone: _____

Dir. of Emerg. Svcs. Name: _____ Phone: _____

THIS JURISDICTION'S EOC IS IS NOT ACTIVATED AT THIS TIME

EOC PHONE: _____ FAX: _____

THIS JURISDICTION HAS HAS NOT BEEN IMPACTED

Impact is: Major Moderate Minor Routine

Prognosis: No Change Worsening Improving

Details Attached: Fact Sheet Map Other _____

LOCAL EMERGENCY DECLARED OR BEING CONSIDERED: **Yes NO**

REQUEST FOR OPERATIONAL AREA EMERGENCY DECLARATION: **Yes NO**

REQUEST FOR GOVERNOR'S DECLARATION: **Yes NO**

REQUEST OA EOC BE ACTIVATED: **Yes NO**

REQUEST OA EOC TO STANDBY: **Yes NO**

THE FOLLOWING RESOURCES ARE:

NEEDED			AVAILABLE		
Fire	Public Works	Medical/Health	Fire	Public Works	Medical/Health
Police	Bldg. Inspectors	<input type="checkbox"/> Mental Health	Police	Bldg. Inspectors	<input type="checkbox"/> Mental Health
Dispatch	PIO	Shelter	Dispatch	PIO	Shelter
EOC Staff	Other _____		EOC Staff	Other _____	

FAX IMMEDIATELY TO OA EOC AT (714) 628-7154

THIS IS A DRILL

THIS IS NOT A DRILL

**JURISDICTIONAL STATUS REPORT
TO THE OPERATIONAL AREA**

*****IMMEDIATE RESPONSE REQUIRED BY OPERATIONAL AREA*****

CONTROL ONE SUPERVISOR
(714) 628-7008

OA EOC FAX
FAX: (714) 628-7154

Date: _____ Time: _____

Jurisdiction Name: _____

Contact Name: _____ Phone: _____

24 Hour Phone: _____ Phone: _____

Alternate Contact: _____ Phone: _____

Due to: _____ our EOC has been activated as of (date) _____ (time) _____. Immediate acknowledgment of the following report is required from the Operational Area.

THIS JURISDICTION HAS HAS NOT BEEN IMPACTED AT THIS TIME

Impact is: Major Moderate Minor Routine

Damage report and details are: Attached To be sent later

Prognosis: No Change Worsening Improving

Deaths: Yes No Unknown **Injuries:** Yes No Unknown

LOCAL EMERGENCY DECLARED OR BEING CONSIDERED: **Yes NO**

REQUEST FOR OPERATIONAL AREA EMERGENCY DECLARATION: **Yes NO**

REQUEST FOR GOVERNOR'S DECLARATION: **Yes NO**

REQUEST COUNTY EOC BE ACTIVATED: **Yes NO**

REQUEST COUNTY EOC TO STANDBY: **Yes NO**

THE FOLLOWING RESOURCES ARE:

NEEDED			AVAILABLE		
Fire	Public Works	Medical/Health	Fire	Public Works	Medical/Health
Police	Bldg. Inspectors	<input type="checkbox"/> Mental Health	Police	Bldg. Inspectors	<input type="checkbox"/> Mental Health
Dispatch	PIO	Other _____	Dispatch	PIO	Other _____

FAX IMMEDIATELY TO OA EOC AT (714) 628-7154

OAMA RESOURCE NEEDS ASSESSMENT

Please contact the next level of SEMS to determine possible personnel needs/availability. (Region to Operational Areas; Operational Area to local jurisdictions and special districts.)

Emphasize to personnel contracted this does not place them on standby. THIS IS ONLY A QUERY.

Note: This is only a suggested list of position availability.

POSITIONS

Please indicate below the number of personnel available (a#) /or needed (n#) alongside of SEMS position. Additional availability or needs can be listed in the blank space.

- List of positions for Local and OA EOC Management, Operations, Planning/Intelligence, Finance/Administration, Logistics, Public Information Officer, and Technical Advisor (Specialty).

OAMA EXIT FORM

(Incident Name)

To assist us with the evaluation of the effectiveness of this program, please take a few minutes to fill out the following information. This information will be used to improve the Operational Area Mutual Aid Program for future disasters.

Name: _____ Title: _____
Agency: _____
Date Assignment began: _____ Release Date and Time: _____
Assigned position or function (if more than one please indicate): _____ _____
Where your skills appropriate for your assignment? (if not indicate what skills/knowledge would be more effective) _____ _____ _____
What additional training or orientation would be helpful in performing this function? _____ _____ _____
What key topics should be covered in the After-Action Report? _____ _____
Please add any additional comments on the back of this form. Thank you for taking the time to complete this form.

RETURN THIS FORM TO THE LOGISTICS SECTION

OAMA EVALUATION FORM

(Incident Name)

To assist us with the evaluating the effectiveness of this program, please take a few minutes to fill out this questionnaire. The information provided here will be used to make improvements in the OAMA program for future response to disasters. Thank you for taking the time to complete this form.

EMERGENCY MANAGEMENT OR RESPONSE PERSONNEL ASSIGNED TO YOUR FACILITY

Name	Title	Agency
------	-------	--------

What types of emergency management assistance provided to your operations did you find most helpful?

What types of assistance did you find least helpful?

What functions of your agency would most likely be in need of OAMA support? Indicate whether it would be in the response or recovery operations?

How did you learn about the availability of OAMA assistance?

How well did the skills/knowledge of the person assigned to you match your needs?

What aspects of the mutual aid process worked well?

What aspects of the mutual aid process did not work well and how would you improve this process?

Which disaster response issues, functions, or roles do you believe the OAMA program should focus on for planning mutual aid response to future disasters?

Additional comments (Please use the back of this sheet or a second page)

Please mail or fax your response to the Operational Area Manager

OAMA DISPATCH CHECKLIST

NAME: _____ AGENCY _____

BUSINESS ADDRESS: _____ PHONE () _____

FAX () _____

PAGER/CELL PHONE () _____

CONTACT PERSON (for emergency purpose only)

NAME _____ Relationship _____ PHONE () _____

ASSIGNMENT INFORMATION

INSTRUCTIONS: The following information is to be completed by the requesting jurisdiction, faxed to the responder, and the Operational Area Logistics Section. The Operational Area will fax to the OES Region.

Date/Time Assignment begins _____ Release Date (anticipated) _____

Assignment/Agency _____ Position _____

Location _____ Address _____

Report to: _____ Phone No. () _____
(Person or Position)

Operational Area Contact _____ Phone No. () _____

Travel Arrangements: (When this part is completed fax to responding OAMA personnel)

To be made by _____ Responder _____ Requesting Jurisdiction

Transportation by _____ Car _____ Plane _____ Other _____

Directions (should include map with location marked and written directions)

Flight Schedule

Lodging Information

Facility _____ Confirmation No. _____

Address _____ Contact Person _____

Phone No. () _____

SPECIAL COMMENTS (see back side or second page)

OAMA CHECK-IN AND CHECK-OUT FORM

(Incident Name)

NAME: _____ AGENCY _____ LODGING FACILITY ADDRESS: _____ Date duty began: _____ Assignment (position or function; list all with corresponding beginning and release times) _____ _____ Location: _____ _____	PHONE () _____ FAX () _____ PAGER/CELLPHONE () _____ Release date and time: _____
--	---

EQUIPMENT AND SPECIAL ITEMS CHECK OFF

Items	Date Issued	Date Returned
EQUIPMENT		
Identification Badge	_____	_____
Cellular Phone	_____	_____
Pager	_____	_____
Computer	_____	_____
Parking Pass	_____	_____
Other Passes	_____	_____
_____	_____	_____
_____	_____	_____
Credit Cards (s)/No.	_____	_____
_____	_____	_____
_____	_____	_____
Car and Keys	_____	_____
Vehicle No. _____	_____	_____
Other Equipment	_____	_____
_____	_____	_____
FORMS		
Orientation Packet	_____	_____
Time Sheets	_____	_____
Daily Activity Logs	_____	_____
Expense	_____	_____
Claim/Documentation	_____	_____
EMMA Exit Survey Form	_____	_____

RESOURCES REQUEST FORM			OASIS Form #160
Request Taken By: _____		Emergency Function: _____	
1. Date/Time	2. Local Ref. No.:	2.1 OA No.:	Region No.:
3. Requestor Information: Name: _____ Agency: _____ Emergency Function: _____ Telephone #: _____ <div style="display: flex; justify-content: space-between; font-size: small;"> Day Night Pager, Fax, Other </div>			
4. Resources Requested: (Number & Type)			
5. Reason Resources Requested (What's the Mission?)			
6. Importance (circle one): Life Saving Life Sustaining Property Threatened Routine			
7. Date/Time Needed:		7.1 Duration Needed:	
8. Location resources Needed:		9. Name: _____ Agency: _____ Telephone #: _____	
8.1 Deliver to: (If Different from #8)		<div style="display: flex; justify-content: space-between; font-size: small;"> Day Night Pager, Fax, Other </div>	

TO BE COMPLETED BY MUTUAL AID/RESOURCES COORDINATOR HANDLING REQUEST

10. Your Name		10.1 Date/Time	
11. OA No.:	12. Notify Region:	Date:	Time:
13. Agency Providing Resources	13.1 Contact Name/ Telephone #:	13.2 Resources Provided	13.3 ETA Date/Time

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: 11/21/95

City of Placentia

By Michael L. Maertzweiler
(signature)
Michael L. Maertzweiler
(type name)
Mayor
(title)

ATTEST:

By Edmund M. Ponce
(signature)
Edmund M. Ponce
(type name)
City Clerk
(title)

Date 11/21/95

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92670
FAX: (714) 961-0283

APPROVED AS TO FORM:

Carol B. Tanenbaum
(signature)
Carol B. Tanenbaum
(type name)
City Attorney
(title)

Dated 11/16/95

RESOLUTION NO. R-2021-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING THE OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND LOCAL AGENCIES

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

WHEREAS, Title 19 California Code of Regulations Section 2401 provides that the purpose of the Standardized Emergency Management System (SEMS) is to standardize response to emergencies involving multiple jurisdictions or multiple agencies; and

WHEREAS, Government Code Section 8607 requires all Political Subdivisions to be in compliance with SEMS to be eligible for reimbursement of emergency response personnel costs; and

WHEREAS, Government Code Section 8559 (c) defines Political Subdivision to include counties, cities, school and special districts; and

WHEREAS, the Operational Area is one of the required components of SEMS; and

WHEREAS, Title 19 California Code of Regulations Section 2409 required that the Orange County Board of Supervisors establish an Operational Area by December 1, 1995, and the Board of Supervisors took this action on November 14th, 1995 by entering into an Operational Area Agreement; and

WHEREAS, the Board of Supervisors approved an updated Operational Agreement on March 24th, 2020 for the continued management of the Operational Area; and

WHEREAS, Title 19 California Code of Regulations Section 2409 specifies that non-participation by any Political Subdivision shall not affect Operational Area authority or responsibility, but participation of all Political Subdivisions is recognized as essential to the overall effective and efficient functioning of the Operational Area; and

WHEREAS, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Section 2400 et seq.; and

WHEREAS, the purpose of an Operational Area, as defined in government code Section 8605 and California Code of Regulations Section 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

WHEREAS, the City of Placentia ("City") wishes to adopt this resolution for the Orange County Operational Area Agreement entered into on March 24, 2020, in order to retain authority for the City over major policy issues of the Operational Area, including the adoption of amendments hereafter made to the Agreement.

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

- A. Approve the County of Orange Operational Agreement dated March 24, 2020, and the Mayor of the City Council is authorized to execute the Agreement on behalf of the City.

PASSED, APPROVED AND ADOPTED this 20th day of April 2021.

Craig Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 20th day of April 2021 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: APRIL 20, 2021

SUBJECT: **ACCEPTANCE OF RESIGNATION FROM THE SENIOR ADVISORY COMMITTEE**

FISCAL IMPACT: NONE

SUMMARY:

The City has received a letter of resignation from Senior Advisory Committee member Johnnie Broadfoot. This action accepts the above indicated resignation and extends the City's sincere appreciation for her service to the community.

RECOMMENDATION:

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

1. Accept the resignation of Johnnie Broadfoot from the Senior Advisory Committee; and
2. Update the City's master Commission/Committee vacancy list to include the vacancy on the Senior Advisory Committee.

DISCUSSION:

Mrs. Broadfoot has served on the Senior Advisory Committee since October 15, 2019. She has volunteered her time to the community and to the Senior Center throughout her years of service. Mrs. Broadfoot has indicated her desire to resign from the Committee via a letter from her son, dated March 30, 2021, due to Mrs. Broadfoot's health concerns. Mrs. Broadfoot has resigned from her duties effective immediately.

Appointment to this and other vacancies are anticipated to be made as part of the City's Commission/Committee application/recruitment process.

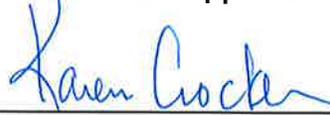
1. n.
April 20, 2021

Prepared by:



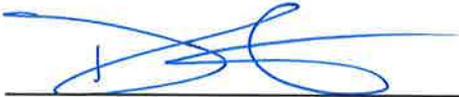
Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Karen Crocker
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Letter of Resignation on Behalf of Johnnie Broadfoot

March 30, 2021

Rosanna Ramirez
Director of Administrative Services
City of Placentia
401 E Chapman Avenue
Placentia CA, 92870

Dear Ms. Ramirez:

On behalf of Ms. Johnnie Broadfoot, it is with heavy heart that she needs to resign from her appointment to the Senior Advisory Committee due to health concerns. This resignation would be effective immediately.

She takes great pride in the changes that the Senior Advisory Committee have been able to make to the Placentia Senior Center, and hopes these change will continue in the years to come making the programs offered that will enhance the lives of the Placentia seniors.

You can contact Steven Broadfoot concerning this resignation by phone (714) 528-3478 or by email at SBroadfoot@hotmail.com.

Johnnie takes pride in living in Placentia since 1962.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Broadfoot', with a long horizontal line extending to the right.

Steven R Broadfoot
Johnnie's oldest son



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 20, 2021

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH JHD PLANNING, LLC TO COMPLETE THE 6th CYCLE REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) UPDATE TO THE HOUSING ELEMENT OF THE GENERAL PLAN**

FISCAL

IMPACT: CONSULTANT PROPOSAL: \$69,460
STAFF RECOMMENDED CONTINGENCY: \$10,000
TOTAL COST OF THE CONTRACTS: \$79,460

BUDGETED SB2 FUNDS: \$60,000 (509102-6017)
BUDGETED GENERAL PLAN UPDATE FEE FUNDS: \$19,460 (749102-6017)
TOTAL BUDGETED: \$79,460

SUMMARY:

On October 1, 2019, City Council adopted the comprehensive General Plan Update. This update included all Elements of the General Plan except the Housing Element, which was adopted as part of the required 5th Cycle Regional Housing Needs Assessment (RHNA) allocations in January 2014. To complete the 2014 Housing Element update, the City contracted with JHD Planning, LLC ("JHD"), and adopted a State-certified Housing Element. Housing Elements for cities in the Southern California Association of Governments (SCAG) region must be updated by October 2021 for the 2021-2029 planning period as part of the 6th Cycle RHNA allocations. At this time, Staff recommends that the City Council approve a Professional Services Agreement with JHD to complete the 6th Cycle RHNA update to the Housing Element. The recommended actions would approve a Professional Services Agreement with JHD in the amount of \$79,460.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with JHD Planning, LLC to provide professional services related to updating the Housing Element of the General Plan for an amount not to exceed \$79,460; and
2. Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.

BACKGROUND:

1. o.
April 20, 2021

BACKGROUND:

The General Plan is the City’s land use constitution, a legal policy document that is mandated by the State of California. The General Plan is intended to reflect the community’s values and set policies to guide in the development, maintenance, and use of the City’s built environment. It forms the basis for future decision making as it relates to the mandatory and optional Elements of the General Plan. The Housing Element is one (1) of seven (7) mandatory General Plan Elements required by the State of California. It is the only General Plan element that requires review and approval by the State prior to adoption. The City’s Housing Element was updated in January 2014 as part of the required 5th Cycle RHNA allocations in January 2014.

The State mandated Housing Element establishes City policies and programs for maintaining and improving existing housing, as well as accommodating development of new housing to meet the City’s assigned share of housing needs under the RHNA. The Housing Element analyzes existing and projected housing needs and articulates the City’s goals, policies, programs, and objectives for the preservation, improvement, and production of housing for all segments of the population within the City of Placentia. Housing Elements for cities in the Southern California Association of Governments (SCAG) region must be updated by October 2021 for the 2021-2029 planning period as part of the 6th Cycle RHNA allocations.

DISCUSSION:

At this time, the 6th Cycle RHNA allocations have been adopted by the SCAG Regional Council. Placentia’s RHNA allocation is as follows:

2021-2029 RHNA Allocation by Income Category – Placentia

Very Low	Low	Moderate	Above Moderate	Total
1,231	680	770	1,693	4,374

The previous cycle, 2013-2021 was as follows:

Income Level	2006-2014 Unfulfilled RHNA Units	2013-2021	2013-2021	2013-2021
		RHNA Units	Total RHNA Units	Total Remaining RHNA by Income Level
Extremely Low	10	56	49	63
Very Low Income	11	56	0	
Low Income	17	81	0	81
Moderate/Above Mod Income	0	90	40	50
Above Moderate Income	0	209	343	0
Totals	38	492	432	194
FINAL RHNA TOTAL				232

The JHD cost proposal is \$69,460, with a suggested contingency of \$6,896. In this case, Staff recommends a contingency of \$10,000 based on experience, as the Housing Element may require additional time and materials to successfully adopt a State-certified Housing Element within the State-prescribed deadline of October 2021. If approved, the total cost would be \$79,460, which is approximately \$100,000 less than the closest competitive quote, which has a cost estimate of \$175,000-\$200,000 (Kimley Horn). The Staff recommended actions would result in a significant cost savings for the City.

As previously stated, the City contracted with JHD in 2012, which resulted in City Council adoption of a State-certified Housing Element in 2014. The sole employee member of JHD, John Douglas, has successfully assisted the City in adopting the most recent Housing Element, has provided support in preparation of the Annual Progress Reports (APRs) to the State, and has assisted the City with several other Planning and environmental projects, all with superior results. The nature of Mr. Douglas operating as the sole employee of JHD has been reflected in the terms of the attached Agreement. JHD is currently under contract with at least six (6) other Orange County jurisdictions, utilizing similar terms as those reflected in the referenced Agreement. Retaining JHD as the lead consultant is the most cost effective, expeditious, and Staff recommended approach to achieving a State-certified Housing Element.

FISCAL IMPACT:

Funds have been budgeted in the City's Special Revenue Budget for the Housing Element Update. Within the Special Revenue Budget, a combination of \$60,000 of SB2 Grant Funds and \$19,460 of General Plan Update Fee Funds will be allocated to complete the project.

Prepared by:



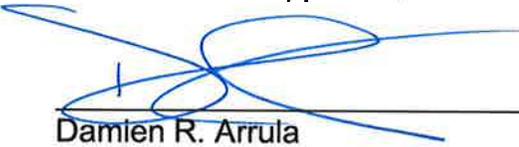
Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with JHD Planning, LLC

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH JHD PLANNING LLC**

THIS AGREEMENT is made and entered into this 20th day of April, 2021 "Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and JHD PLANNING, LLC, a California Limited Liability Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to update the City of Placentia Housing Element and related CEQA documents, as more fully described herein; and

B. WHEREAS, Consultant represents that it holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation including contingency shall not exceed seventy-nine thousand four hundred sixty dollars (\$79,460.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on April 20, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Either City or Consultant may terminate this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to the other party. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

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

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

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

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

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

expense to Consultant.

5.0. INSURANCE

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

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

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

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

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

claims in law or equity occasioned by failure of the consultant to comply with this section.

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, and employees are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may terminate this agreement."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, and employees. 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, and employees.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or

self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

5.5. Non-limiting. Except as provided in Section 6.8, nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:

JHD Planning LLC
PO Box 474
Shaver Lake, CA 93664
Tel: (714) 803-2860
E-Mail: john@jhdplanning.net
Attn: John Douglas, Principal

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8124
Fax:(714) 961-0283
Attn: Joe Lambert

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. For the purposes of this Agreement, the "prevailing party" shall be understood to be that party which is awarded, or successfully defends against, seventy-five percent (75%) of damages sought.

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.

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

6.8. Indemnification and Hold Harmless. Consultant and City shall indemnify each other and their officials, officers, and employees from any losses incurred as a result of negligent acts or omissions, or willful misconduct of the indemnifying party, its officials, officers, employees, or subcontractors in connection with the performance of the scope of work of this Agreement. The parties acknowledge that neither party has an up-front obligation to provide a legal defense to the other party in connection with this indemnification obligation. In the event that either party incurs a loss resulting from the indemnifying party's negligent action or omission, or willful misconduct, the indemnifying party shall reimburse the indemnified party for its reasonable defense costs proportionate to the finally determined percentage of liability based upon the comparative fault of the indemnifying party. Consultant's liability shall be limited to the amounts available under Consultant's professional liability insurance policy.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any

time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall not be eligible for retirement or other City employee benefits by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement obligation arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require as extra work with compensation paid to Consultant at its current billing rates.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Mayor

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

Proposal to Prepare the 2021 Housing Element Update



Submitted to:

CITY OF PLACENTIA
401 E Chapman Avenue
Placentia, CA 92870

Attn: Joe Lambert, Development Services Director

Submitted by:

JHD Planning LLC
Contact: John Douglas, AICP, Principal

November 30, 2020

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3. Proposed Budget	12

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JHD Planning, LLC
Planning Consultants

November 30, 2020

Joe Lambert, Development Services Director
City of Placentia
401 E Chapman Avenue
Placentia, CA 92870

RE: 2021 Housing Element Proposal

Dear Mr. Lambert,

I appreciate the opportunity to submit this proposal to again assist Placentia with its Housing Element update. The State Legislature has made extensive changes to housing law during the past few years to address the "housing crisis" and new laws, together with the State's unprecedented RHNA allocation of over 1.3 million housing units to the SCAG region for the 6th Housing Element cycle, will result in more difficult planning challenges than in the past.

During the past 40 years I have prepared approximately 100 Housing Element updates, including Placentia's 2013 Housing Element. All of the Housing Elements I've prepared have been certified by HCD as compliant with State law. I am also a lecturer in the urban planning program at UC Irvine where I teach a graduate course on Housing Elements.

I believe my background with Housing Elements and land use planning together with my prior experience in Placentia will allow me to provide a high level of guidance to City staff and decision-makers on important housing issues.

As an indication my personal commitment to the communities where I work, it is my policy to donate 10% of my consulting fees to local charities of the City's choice.

Please contact me if you have questions or need additional information.

Yours truly,

JHD Planning, LLC



John Douglas, AICP
Principal

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1. Experience and Qualifications

JHD Planning, LLC is an urban and environmental planning consulting firm specializing in land use planning, housing policy, environmental analysis, public agency project management, public participation and conflict resolution. John Douglas, AICP is the principal and sole member of the firm.

Mr. Douglas has more than four decades of experience in the planning field, including 15 years in public sector planning agency management. His previous consulting experience includes Director of Planning for Civic Solutions, Inc. and Senior Consultant with The Planning Center (now PlaceWorks). His public agency experience includes Chief of Land Planning and Chief of Environmental Planning for the County of Orange and Principal Planner/Environmental Coordinator for the City of Newport Beach. For the past 22 years John has provided planning assistance to more than 60 public agencies including cities, counties, school districts, LAFCOs, the California Department of Fish and Wildlife, and the University of California, Irvine Office of Campus Planning.

John is one of the most experienced consultants in California in the preparation of housing elements and related implementation programs. He has prepared approximately 100 certified housing element updates spanning all five planning cycles since 1980 in a wide variety of jurisdictions ranging from rural counties to urbanized beach cities. Every Housing Element he has prepared has been certified by HCD as compliant with State law. John assisted the City of Placentia with its 5th cycle Housing Element update. Other Orange County jurisdictions he has assisted with Housing Element updates include Aliso Viejo, Fullerton, Irvine, La Palma, Laguna Beach, Laguna Niguel, Lake Forest, Mission Viejo, San Clemente, Seal Beach, Villa Park and the County of Orange.

John also teaches a graduate course on Housing Elements at the University of California, Irvine and has been a speaker at conferences of the League of California Cities, the City Attorneys Association of Los Angeles County and the American Planning Association.

Unlike most planning consulting firms, work is not delegated to junior staff. All of the tasks described in this proposal will be completed personally by Mr. Douglas. Although John is well known for his Housing Element work, he has also assisted many cities and counties with a wide range of planning projects including a comprehensive General Plan update and Program EIR for the City of Santa Paula (Ventura County). John was the principal author of both the 2040 General Plan and the EIR.

John's breadth of experience enables him to "see the big picture" and help City staff to effectively integrate the Housing Element with the other General Plan Elements, development regulations and review procedures. His combination of experience and depth of expertise in Housing Elements, land use planning and CEQA is one of the most important characteristics that distinguishes him from other consultants.

Mr. Douglas is recognized as a Life Member of the American Institute of Certified Planners (AICP).

References

City of Hermosa Beach

4th and 5th cycle Housing Element updates & zoning amendments (2007-present)
Ken Robertson, AICP, Community Development Director
310-318-0242 krobertson@hermosabeach.gov

City of Malibu

4th and 5th cycle Housing Element updates, Code amendments & zone changes (2007-2014)
Joyce Parker-Bozylinski, AICP, Planning Director (retired)
805-368-7236 jparkerbozylinski@gmail.com

City of Santa Paula

4th and 5th cycle Housing Element updates, Code amendments & zone changes (2007-2014)
Comprehensive General Plan update and Program EIR (2017-2020)
Jeff Mitchem, Planning Manager
805-933-4214 x284 jmitchem@spcity.org
Janna Minsk, AICP, Planning Director (retired)
805-644-2925 morandmi@aol.com

City of Villa Park

5th cycle Housing Element update, Safety Element update & zoning amendments (2015-present)
Ray Pascua, AICP, Planning Manager
714.998.1500 ray@villapark.org

City of Laguna Niguel

4th and 5th cycle Housing Element updates & zoning amendments (2007-present)
Jonathan Orduna, Community Development Director
(949) 362-4357 JOrduna@cityoflagunaniguel.org

City of Mission Viejo

5th cycle Housing Element update & related Code amendments (2012-2013)
Larry Longenecker, Planning Manager
949-470-3024 llongenecker@cityofmissionviejo.org

John Douglas, AICP

Qualifications	Mr. Douglas has over 40 years of experience in the planning field. His primary areas of consulting practice include land use and housing policy, environmental analysis, project management, public participation and conflict resolution. His previous consulting experience includes Director of Planning for Civic Solutions, Inc. and Senior Project Manager with The Planning Center. From 1991–1998 John served as Principal Planner for the City of Newport Beach where his duties included advance planning, economic development, annexations, CDBG administration, managing the entitlement and CEQA review process, and coordination with the California Coastal Commission on permitting issues. From 1981-1991 he served with the Orange County Environmental Management Agency where he supervised staff in the areas of advance planning, demographic forecasting, housing policy, CEQA compliance and entitlement processing. During 1977-81 John was employed as a housing market analyst with a private real estate consulting firm. His planning experience began in 1974 with the City of Fresno.
Highlights of Housing Element Experience	Mr. Douglas has prepared or assisted in the preparation of approximately 100 housing elements covering all five planning cycles that have occurred since the comprehensive overhaul of State housing element law in 1980. All of the housing elements he has prepared have been found in substantial compliance with State law by the California Department of Housing and Community Development. He also teaches a graduate course on housing elements at the University of California, Irvine. In 2008 and 2012, John was a speaker at the annual conferences of the City Attorney's Association of Los Angeles County on the topic of housing element requirements. In addition to preparing housing elements, Mr. Douglas has assisted numerous cities and counties with housing element implementation measures such as general plan and zoning amendments. In 2010 he co-authored <i>Housing Element Challenges and Opportunities in the SB 375 Era</i> , published by the San Diego Chapter of the American Planning Association.
Education	<ul style="list-style-type: none"> • B.A., University of California, Los Angeles, Geography (1974) • Graduate Studies, San Diego State University, City Planning (1976-77) • Certificate in Alternative Dispute Resolution, UC Irvine (2000)
Professional Affiliations	<ul style="list-style-type: none"> • Lecturer, Graduate Program in Urban & Regional Planning, UC Irvine • Life Member, American Institute of Certified Planners • Charter Member, American Planning Association
Community Activities	In addition to his consulting and teaching activities, John serves as an elected representative on two County Service Area citizen's advisory committees with oversight responsibilities related to water and wastewater systems, road maintenance, fire protection, and recreational facilities.

2. Proposed Scope of Work

*Task 1
Research and
Analysis*

1.1 Evaluation of the Prior Housing Element. We will conduct an evaluation of the 2013-2021 Housing Element, including the following:

- Review the effectiveness and appropriateness of current housing policies, programs and objectives;
- Identify revisions needed in the Housing Element to comply with current State Housing Law

It is assumed that this assessment will rely upon Annual Progress Reports and other documents provided by the City or available from other published sources.

1.2 Review Regional Housing Needs Assessment (RHNA). SCAG published draft RHNA allocations in September and following an appeals process, is expected to adopt the final RHNA in February 2021. The draft RHNA allocation for Placentia is 4,365 units, of which approximately 1,900 units are in the very-low and low income categories. This is significantly higher than the City's 5th cycle RHNA allocation of 492 units. Demonstrating adequate capacity to accommodate the RHNA allocation will be a critical component of the Housing Element (see also Task 1.4 below).

1.3 Housing Needs Assessment. We will complete a housing needs assessment using available demographic and housing data, including the following:

- Population, demographic and employment trends
- Special housing needs (e.g. large families, seniors, farm workers, homeless, etc.)
- Housing stock characteristics, including at-risk units
- Housing cost and affordability
- Projected housing needs

1.4 Housing Resources and Opportunities. We will evaluate the City's housing resources and opportunities, including an analysis of the relationship between projected housing needs and the inventory of potential sites for housing development. This is one of the most important issues for the Housing Element update, because if adequate sites to accommodate the RHNA are not available in all income categories, the City must identify and rezone additional sites to accommodate any shortfall in housing capacity.

The 2019 General Plan and EIR identify an estimated capacity of 6,523 additional housing units in Placentia, which is nearly 50% more than the draft RHNA allocation. However, State law and HCD guidelines establish extensive requirements for the sites analysis, and as part of this task we will also analyze zoning regulations for existing land use designations that allow residential or mixed use and describe any changes needed to comply with State guidelines. If sites with sufficient capacity to accommodate the RHNA cannot be identified we will assist staff in crafting a strategy for increasing housing capacity as an optional task.

HCD has indicated that potential accessory dwelling units (ADUs) can satisfy a portion of the RHNA depending on local circumstances such as prior ADU production trends and City efforts to encourage ADU development. ADUs are likely to be a critical component of the inventory of housing sites to accommodate the RHNA.

1.5 Housing Constraints. We will evaluate potential housing constraints, particularly land use plans and regulations, development fees and improvement standards, in light of current State housing laws. In the previous Housing Element cycle we worked with Placentia staff and the City Attorney to prepare a number of Zoning Ordinance amendments that were required to comply with State housing law. Since that time, additional changes to housing law have been enacted, which will require additional zoning amendments (e.g., density bonus and low barrier navigation centers). This task includes identification of changes that will be required, and if desired, we will also prepare draft ordinances (see Task 3 below).

1.6 Goals, Policies, Programs and Quantified Objectives.

Based upon the foregoing analysis, we will recommend revisions to existing Housing Element goals, policies, programs and quantified objectives pursuant to State law.

Work Products

- Analysis of housing needs, resources, opportunities and constraints
- Revised draft goals, policies, programs and objectives

Task 2
Housing Element
Preparation

2.1 Administrative Draft Housing Element. Based upon the analysis conducted in the previous task we will prepare an Administrative Draft Housing Element for internal staff review. The budget assumes that the substance, level of detail, and format of the draft Housing Element will be similar to the current element. If additional maps or graphics that are not available from published sources are desired, it is assumed that City staff will provide them.

2.2 Public Review Draft Housing Element. Based upon City staff comments, we will prepare a Public Review Draft Housing Element for City distribution. The Draft Housing Element must be submitted to HCD for review prior to adoption, and we will assist Staff in coordinating with HCD and responding to questions and comments on the Public Review Draft Housing Element.

2.3 Final Housing Element. We will prepare a proposed final Housing Element incorporating any changes to the draft element required by HCD or the City for review and adoption by the City Council. The adopted Housing Element will then be submitted to HCD for final review and certification. If HCD raises additional issues on the adopted element, we will work with City staff to resolve those issues.

The budget assumes that all documents will be provided to the City in electronic form. If desired, hard copies will be provided on a time-and-materials basis.

Work Products

- Administrative Draft Housing Element for review by City staff
- Public Review Draft Housing Element incorporating staff comments on the Administrative Draft
- HCD coordination on the draft Housing Element
- Final Housing Element
- HCD coordination on the adopted Housing Element

Task 3
Zoning Amendments

As part of Tasks 1.4 and 1.5, we will identify any required changes to zoning regulations to address recent amendments to State housing law and to comply with State guidelines regarding RHNA credit for existing land use designations. This task includes drafting an ordinance addressing those requirements for review by staff and the City attorney. The budget assumes that these Code amendments will be

considered concurrently with public meetings for the Housing Element.

Work Products

- Draft ordinance for review by City staff

Task 4 Public Participation

It is assumed that the public participation process will include concurrent review of the Housing Element and required Code amendments in order to make efficient use of the City's time and resources. In consultation with City staff, we will participate in a public review process that includes the following:

- One study session each with the Planning Commission and City Council to review the draft Housing Element and authorize transmittal to HCD (2 meetings)
- Two public hearings (one each with the Planning Commission and City Council) to consider adoption of the Housing Elements and related Code amendments

After City Council adoption, we will coordinate with HCD on the review and certification of the Housing Element. It must be noted that the Housing Element is a policy document and we will advise City staff and decision-makers regarding certification requirements. However, since the Housing Element is ultimately subject to approval by the City Council, HCD certification will be contingent upon City acceptance of any policy changes required by HCD. We will also assist staff in complying with Native American consultation requirements and responding to public comments.

For each meeting we will prepare a staff report and presentation materials. Due to COVID issues, the budget assumes that all meetings will be conducted remotely via the internet. If desired, we will participate in additional meetings on a time-and-materials basis.

Work Products

- Participation in a total of 4 public meetings
- Assist Staff with Native American consultation and responding to public comments
- HCD coordination (assumes two Housing Element submittals, one draft and one adopted element)

Task 5
CEQA Compliance

We will conduct a review of the draft Housing Element and related Code amendments in compliance with CEQA. The recent General Plan update indicates capacity for 6,523 additional housing units, which is significantly more than the draft RHNA allocation of 4,365 units. Therefore, this scope of work assumes that an addendum to the General Plan EIR will be sufficient for the Housing Element and related Code amendments.

Following adoption of the Housing Element we will prepare a Notice of Determination for filing by the City.

The budget assumes that the City will be responsible for filing of official CEQA notices and payment of all filing fees.

Work Products

- Administrative draft addendum to the General Plan EIR for City review
- Public hearing draft addendum incorporating staff comments
- Assistance with Native American consultation
- Notice of Determination for filing by the City

Task 6:
Project
Management

This task includes overall project management and coordination, including refinements to the scope of work, schedule, communications protocols, and ongoing monitoring to ensure the success of the project. Our approach to project management is to anticipate the City's needs and take personal responsibility for the success of the project. The budget assumes that Mr. Douglas will remotely attend a kick-off meeting and that ongoing coordination with City staff will occur via telephone and email.

Work Products

- Kickoff meeting with City staff
- Regular status updates and project coordination via telephone and email

Optional Tasks

Based on SCAG's draft 6th cycle RHNA allocations, it is possible that General Plan land use and/or zoning amendments may be required in order to demonstrate adequate capacity to accommodate the RHNA. This task could also include assisting the City in processing appropriate General Plan land use and zoning amendments if necessary to demonstrate adequate

RHNA capacity.

State law also requires cities to update their Safety Element concurrent with each Housing Element update. If desired, a Safety Element update could be included and processed concurrently with the Housing Element.

Schedule

Under State law the due date for adoption of 6th cycle Housing Elements in the SCAG region is October 15, 2021. We will work closely with City staff to ensure timely completion of the project. The following preliminary milestone schedule will be subject to refinement during the course of the project in consultation with City staff.

Date	Milestone
December 2020	Authorization to proceed
December 2020 - February 2021	Prepare Administrative Draft Housing Element RHNA adoption by SCAG
March 2021	Staff review of Administrative Draft Housing Element
April 2021	Prepare Public Review Draft Housing Element
May 2021	Public meetings
May - July 2021	Public Review Draft Housing Element submitted to HCD HCD review & consultation
August – September 2021	Planning Commission hearing & recommendation City Council hearing(s) & adoption Submit adopted Housing Element to HCD (90-day review)

3. Proposed Budget

Our proposed budget for this project is provided below. Additional tasks can be provided on a time-and-materials basis. Reimbursable expenses are billed at actual cost with no surcharge. We recommend that a 10% contingency fund be included in the budget, and that the contract specify that budget funds may be transferred between tasks, as determined appropriate by the City's Project Manager.

It is our practice to donate 10% of our consulting fees to charities of the City's choice that serve the communities where we work.

Task	Description	JD	WP	Total Hours	Cost
1	Research & Analysis	120		120	\$18,000
2	Housing Element Preparation	120	8	128	\$18,560
3	Zoning Amendments	80		80	\$12,000
4	Public Participation	80		80	\$12,000
5	CEQA Compliance	40		40	\$6,000
6	Project Management	16		16	\$2,400
Total Labor		456	8	464	\$68,960
Hourly Rate		\$150	\$70		
Reimbursable Expenses		(See table below)			\$500
		Recommended Contingency			\$6,896
		Total Labor + Expenses			\$76,356

JD = John Douglas, AICP, Principal

WP = Graphics/word processing

Reimbursable Expenses	
Postage/deliveries/printing/supplies	\$500

Notes:

1) For each work product, we will provide electronic copies (Word/PDF) and if printed copies are required, they will be provided on a time-and-materials basis with no markup.

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 20, 2021

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR FIRE STATION 2 RENOVATION PROJECT, CITY PROJECT NO. 5105**

FISCAL IMPACT:	EXPENSE:	\$ 84,400	CONSTRUCTION CONTRACT AMOUNT
		\$ 14,800	CHANGE ORDER NO. 1 (675105-6185)
		\$ 99,200	TOTAL CONSTRUCTION COST
	BUDGET:	\$ 408,250	TOTAL PROJECT BUDGET
		\$ 14,250	MEASURE U CIP (795105-6185)
		\$ 174,000	CITY PUBLIC SAFETY IMPACT FEE (675105-6185)
		\$ 220,000	GENERAL FUND (105105-6185)

SUMMARY:

On November 3, 2020, the City Council awarded a Construction Contract to Noble E&C Inc. in the amount of \$84,400 for the Fire Station No. 2 Renovation Project ("the Project") which consisted of the reconstruction of the men's locker room along with the installation of new restroom fixtures, floor tile, lighting, and cabinetry. In addition, the dining room was expanded, and pocket doors were added to sleeping berths. During construction of the project, one contract change order in the amount of \$14,800 was required for additional work related to the installation of a structural support beam and additional recessed lighting and is presented to the City Council for its review and approval. The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$99,200.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by Noble E & C Inc. for the Fire Station No. 2 Renovation Project, City Project No. 5105, for a grand total amount of \$99,200; and
2. Authorize the City Administrator to approve contract Change Order No. 1 in the amount of \$14,800; and

1. p.
April 20, 2021

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

DISCUSSION:

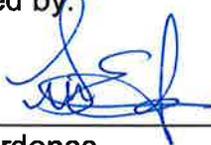
On November 3, 2020, the City Council awarded a Construction Contract to Noble E&C Inc. in the amount of \$84,400 for the Fire Station No. 2 Renovation Project which consisted of the reconstruction of the men's locker room along with the installation of new restroom fixtures, floor tile, lighting, and cabinetry. In addition, the dining room was expanded, and new doors were added to sleeping berths. Fire Station 2 was constructed in 1965 and much of the station looks the same as it did when it was first constructed. Based on feedback from personnel an expansion of the existing dining area was included in the project which required the demolition and removal of an existing wall. However, it was discovered during construction that it was a load bearing wall thus necessitating a contract change order to install a new structural support beam to ensure the structural integrity of the building and the safety of City employees. The contractor was directed to proceed with installing the beam in order to keep the project moving through to completion and minimizing construction impacts to ongoing, daily Fire Department operations.

One final contract change order in the amount of \$14,800 (Attachment 2) was issued for the structural support beam noted above and additional recessed lighting canisters added inside the station. Approval of the Notice of Completion (Attachment 1) is the final step in this project and, if approved by the City Council, will be recorded with the Orange County Clerk-Recorder's Office starting the 30-day window to file any construction claims against the contractor. At the conclusion of the 30-day window, if no claims have been filed with the City against the contractor, the City can release the retention funds which amount to 5% of the total construction cost.

FISCAL IMPACT:

The final project construction cost plus the change order amounts to \$99,200. This cost consists of the bid amount submitted by Noble E&C Inc. in the amount of \$84,400 and \$14,800 for Contract Change Order No. 1. A total of \$408,250 was budgeted in the FY 2020-21 Capital Improvement Program (CIP) Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



FOE,

Joel Cardenas
Public Works Superintendent

Reviewed and approved:



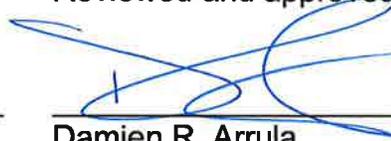
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Notice of Completion – Noble E & C Inc. for Fire Station No. 2 Restroom Renovation Project
2. Contract Change Order No. 1

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

City Council Approval:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

4. The nature of the interest or estate of the owner is: In fee.

N/A

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

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

NAMES

ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on April 06, 2021. The work done was:

Locker Room Renovation for Fire Station #2.

The name of the contractor, if any, for such work of improvement was Noble E&C Inc

7. 21643 Birch Hill Drive, Diamond Bar, CA 91765

11/03/2020

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

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: Fire Station No. 2 Locker Room Renovation Project

The street address of said property is "1530 Valencia Avenue"

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

CITY OF PLACENTIA

Dated: April 20, 2021

Verification for Individual Owner

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

VERIFICATION

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

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

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

Executed on April 20, 2021 at Placentia, California.
(Date of Signature.) (City where signed.)

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

Contract Change Order No.1

Project Title: Fire Station No. 2 Locker Room Renovation Project
Owner: City of Placentia Contractor: Noble E&C Inc

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

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

- 1 This Change Order provides:
 - a) Extra work and credits identified in Exhibit A
14,800.00
- 2 This Change Order came about from:
 - a) *Various improvements not noted in the Contract Scope of Work*
- 3 Action to be taken:
 - a) The Contractor was directed to provide a lump sum price for this change.
- 4 Compensation

a)	Adjustment of Line Items exceeding 25%	\$ -
b)	Extra work	\$ 14,800.00
d)	Credits	
Total		\$ 14,800.00
- 5 Contract Time Extension
 - a) 0

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

CHANGE TO CONTRACT COST:	CHANGE TO CONTRACT TIME:
Contract Amount: \$ 84,400.00	
Previous CCOs: \$ -	
Adjustment of Line Items Exceeding 25%	
Total Extra Work \$ 14,800.00	
Total Field Adjustments	
Total Credits \$ -	
Changes in Line Items: \$ 14,800.00	
Current Contract price: \$ 99,200.00	

Prepared by: Joel Cardenas, Public Works Superintendent

Recommended: Joel Cardenas, Public Works Superintendent

Recommended: Luis Estevez, Deputy City Administrator

Approved by: Damien R. Arula, City Administrator

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

Accepted: John Kim, Project Manager

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: APRIL 20, 2021
SUBJECT: **AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES**

FISCAL
IMPACT: \$72,072 FOR FISCAL YEAR 2021-22 BUDGET (103047-6290)
\$77,553 FOR FISCAL YEAR 2022-23 BUDGET
\$77,553 FOR FISCAL YEAR 2023-24 BUDGET
BUDGETED: \$72,072 FY 2021-22 OPERATING BUDGET (GENERAL FUND)

SUMMARY:

The Placentia Police Department has administered the crossing guard services contract for many years. During the annual budget planning session for Fiscal Year (FY) 2018-2019, the City made the decision to continue providing crossing guard services at five (5) predetermined locations. Consistent with previous years, the Placentia-Yorba Linda Unified School District (PYLUSD) is providing crossing guards at an additional eleven (11) locations. This action will authorize the City to enter into an agreement with All City Management Services, Inc. ("All City") for a three (3) year term ending June 30, 2024.

RECOMMENDATION:

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

1. Approve the Agreement with All City Management Services, Inc. for a three (3) year term ending June 30, 2024 for an amount not-to-exceed \$72,072 (FY 2021-22), \$77,553 (FY 2022-23) and \$77,553 (FY2023-24); and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

All City has provided crossing guard services for many years. During the FY 2018-19 budgeting process, it was determined that the City will continue to provide crossing guards at five (5) predetermined areas. These areas are locations that provide the greatest benefit to the

1. q.
April 20, 2021

community based on an analysis conducted by the City Engineer in 2014. Consistent with previous years, the Placentia-Yorba Linda Unified School District (PYLUSD) will be providing crossing guards at an additional eleven (11) locations.

Per Placentia Municipal Code Section 3.08.070(6), the City is allowed to procure goods or services outside the formal bidding process, when the item can be obtained from only one (1) vendor. Given that the vendor is also providing services to PYLUSD and to ensure consistency throughout the community, Staff is recommending a sole source contract. Attached is a Singular Service Provider Letter from All City.

The annual cost of the contract is for an amount not-to-exceed \$72,072 (FY 2021-22), \$77,553 (FY 2022-23) and \$77,553 (FY 2023-24). The hourly rate increased from \$19.39 to \$22.88 (FY 2021-22) and \$24.62 (FY 2022-23 and FY 2023-24) to accommodate mandated minimum wage increases.

FISCAL IMPACT:

Funding for the crossing guard services will be included in the FY 2021-22 General Fund budget and all future fiscal year budgets as indicated above.

Prepared by:



Julie Kennicutt
Sr. Management Analyst

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Agreement with All City Management Services, Inc. for Crossing Guard Services
2. All City Management Client Worksheets
3. Singular Service Provider Letter



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated July 1, 2021 and is between the City of Placentia (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences July 1, 2021 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Placentia.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) 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 out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay 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, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-two Dollars and Eighty-eight Cents (**\$22.88**) per hour, per Crossing Guard during the term. Based on a minimum of five (5) sites and upon a projected (3,150) hours of service the cost shall not exceed Seventy-two Thousand, and Seventy-two Dollars (\$72,072.00) for the 2021/2022 school year, unless Contractor fails to perform service.

The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-four Dollars and Sixty-two Cents (**\$24.62**) per hour, per Crossing Guard during the term. Based on a minimum of five (5) sites and upon a projected (3,150) hours of service the cost shall not exceed Seventy-seven Thousand, Five Hundred and Fifty-three Dollars (\$77,553.00) for the 2022/2023 school year, unless Contractor fails to perform service.

The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-four Dollars and Sixty-two Cents (**\$24.62**) per hour, per Crossing Guard during the term. Based on a minimum of five (5) sites and upon a projected (3,150) hours of service the cost shall not exceed Seventy-seven Thousand, Five Hundred and Fifty-three Dollars (\$77,553.00) for the 2023/2024 school year, unless Contractor fails to perform service.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Placentia

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____



ALL CITY MANAGEMENT SERVICES

March 19, 2021

Julie Kennicutt; Senior Management Analyst
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Dear Ms. Kennicutt,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for providing School Crossing Guard Services through the 2021-2022 fiscal year.

As you may know the California mandated minimum wage increases continue to drive pricing. Effective, January 1, 2021 minimum wages increased \$1.00 and effective January 1, 2022 they will increase another \$1.00. For each dollar of wages paid there is approximately .35 cents in variable cost associated with the wages, this includes Employer Taxes, Work Comp Insurance and Liability Insurance.

To keep pace with these mandated increases we must request an increase in your billing rate from \$19.39 to \$22.88 for the 2021-2022 fiscal year. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase. Below I have listed the rates for the next three (3) years:

- 2021/2022 - \$22.88
- 2022/2023 - \$24.62
- 2023/2024 - \$24.62

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

ATTACHMENT 2

Client Worksheet 2021-2022

Department: 5101

Billing Rate for 2021/2022: \$22.88

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

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

	13		180		\$22.88	=	\$53,539.20
4 Sites at 3.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
1 Site at 4.50 hrs per day	4.5		180		\$22.88	=	\$18,532.80
	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

3150

TOTAL ANNUAL PROJECTED COST

\$72,072.00

Client Worksheet 2022-2023

Department: 5101

Billing Rate for 2022/2023: \$24.62

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

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		13		180		\$24.62	=	\$57,610.80
4	Sites at 3.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		4.5		180		\$24.62	=	\$19,942.20
1	Site at 4.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

3150

TOTAL ANNUAL PROJECTED COST

\$77,553.00

Client Worksheet 2023-2024

Department: 5101

Billing Rate for 2023/2024: \$24.62

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

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		13			180			\$24.62	=	\$57,610.80
4	Sites at 3.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate				
1	Site at 4.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate				

TOTAL PROJECTED HOURS

3150

TOTAL ANNUAL PROJECTED COST

\$77,553.00



ALL CITY MANAGEMENT SERVICES

April 6, 2021

To Whom It May Concern
City of Placentia

This letter is to confirm that the service of providing, training and managing School Crossing Guards is our single/sole source service. All City Management Services (ACMS) is the only company that exclusively provides private Crossing Guard services. We have diligently and in good faith attempted to identify competitors that solely provide the services associated with and necessary for the operation and management of a full-service Crossing Guard program. To the best of our knowledge no other company exclusively provides a like service in the State of California.

All City Management Services with over 34 years of exclusive experience in this industry is the largest provider of private crossing guard services currently employing over 6,000 Crossing Guards, serving over 250 clients.

Unlike any other potential service provider; ACMS has significant experience as a single service organization specifically founded, organized and designed to relieve Cities, Police Departments and School Districts of the responsibilities and concerns of operating and managing a crossing guard program. This includes; personnel recruitment, background clearances, training, equipment, payroll functions, providing substitute guards, local supervision, administrative functions, investigating any community complaints, problem resolution, ongoing communication with school staff and site safety inspections. In training Crossing Guards ACMS utilizes its proprietary "Employee Handbook for School Crossing Guards". ACMS performance standards and training procedures were used in the development of the California Safe Routes to School Crossing Guard Training Guidelines.

If you desire additional information, please don't hesitate to contact me at 800 540 9290 or visit our website at www.thecrossingguardcompany.com. Thank you for your interest in our services.

Sincerely,

Harlan Sims
Director of Marketing
harlan@thecrossingguardcompany.com

ATTACHMENT 3



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 20, 2021

SUBJECT: ZONE CHANGE NO. ZC 2018-01, DEVELOPMENT PLAN REVIEW NO. DPR 2018-01, AND TENTATIVE TRACT MAP NO. TTM 19104 FOR THE DEVELOPMENT OF AN APPROXIMATELY 5.6-GROSS ACRE SITE WITH 139 RESIDENTIAL TOWNHOME UNITS LOCATED AT 443 & 455 S. VAN BUREN STREET (TOFFOLI INVESTMENTS)

FISCAL
IMPACT: REVENUE: \$2,010,774 DEVELOPMENT IMPACT FEES

SUMMARY:

At the Planning Commission meeting held on April 13, 2021, the Planning Commission voted 6-0-1, (Lee was absent), to recommend approval of Zone Change No. ZC 2018-01, Development Plan Review No. DPR 2018-0, Tentative Tract Map No. TTM 19104 to the City Council, and also recommended that City Council adopt Mitigated Negative Declaration No. MND 2020-01 related to the project. The applications for a ZC, DPR, and TTM are requested to allow for the development of a partially improved 5.6-gross acre lot with 22, three-story, multi-family buildings consisting of 139 for-sale residential town home units and associated hardscape and landscaping improvements that will be utilized for a private internal street system, outdoor parking, and pedestrian walkways, including landscaping for the property perimeter and passive and non-passive open space areas.

RECOMMENDATION:

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

1. Open Public Hearing concerning ZC 2018-01, DPR 2018-01, and TTM 19104; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California, adopting Mitigated Negative Declaration (MND) No. 2020-01 and a Mitigation Monitoring and Reporting Program with the California Environmental Quality Act (Public

2. a.
April 20, 2021

Resources Code §§ 21000-21177 and §15000 Et. Seq. of Title 14 of the California Code of Regulations) (CEQA), approving Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 to allow for the development of an approximately 5.6-gross acre lot for the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscape improvements, on property located at 443 and 455 S. Van Buren Street (APN: 346-164-22, -25, & -26); and

5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2021-XX, an Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia from Manufacturing (M) District and Oil Combining (O) Zoning District to High Density Residential (R-3) Zoning District to bring the zoning of the site into alignment with the updated General Plan High Density Residential Land Use Designation on an approximately 5.6-gross acre lot, located at 443 and 455 S. Van Buren Street (APNs 346-164-22, -25, & -26).

DISCUSSION:

The applicant, Toffoli Investments, requests approval of a Zone Change, Development Plan Review, and Tentative Tract Map to develop a partially improved 5.6-gross acre lot for the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscaping improvements that will be utilized for a private internal street system, outdoor parking, and pedestrian walkways, including landscaping for the property perimeter and passive and non-passive open space areas. The property is bordered by a 100-foot wide Burlington Northern and Santa Fe Railway (BNSF) right-of-way to the north, 70-foot wide Atwood Channel to the south, and S. Van Buren Street and four existing single family residences to the east. Access to the site will be provided from S. Van Buren Street and said access will be directly across the street from the western terminus of Oak Street.

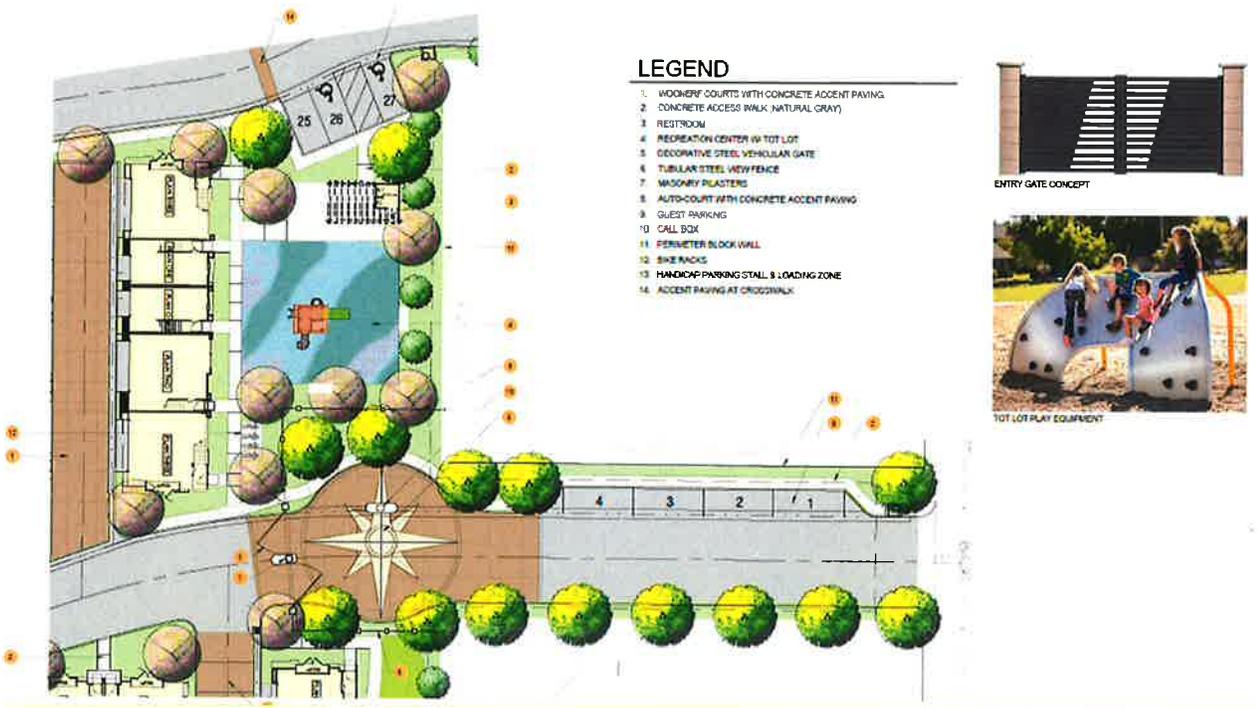
The 139 units will be located within 22 separate three-story buildings. 13 of the buildings will be designed as traditional townhomes where each unit has a side-by-side attachment (Metro Towns). These products are primarily located within the northerly portion of the site adjacent to the BNSF railway. Nine buildings will be townhomes but will have both a side-by-side attachment and rear attachment to each unit (Back-to-Back Towns). These back-to-back products are centrally and southerly located on the site. The proposed development will have a residential density of 24.8 units per acre, in compliance with R-3 standards.



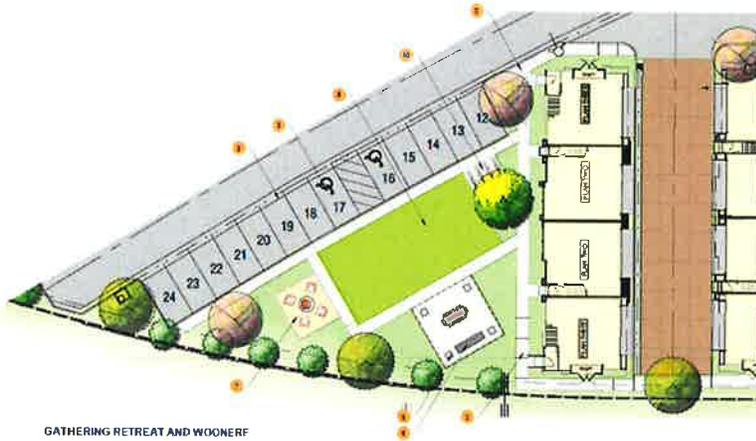
Six (6) floor plans are proposed which are noted on the development plans as Plan 1, Plan 1 BB (back-to-back), Plan 2, Plan 2 BB, Plan 3, and Plan 3 BB. The plan types will measure between 762 square feet and 1,349 square feet in overall floor area and contain an attached one or two-car garage per unit. Each unit will have either one (1) bedroom and 1.5 baths (Plans 1 and 1BB), two (2) bedrooms and 2.5 baths (Plans 2 and 2BB), or two (2) bedrooms with an additional bedroom or loft option and 2.5 baths (Plans 3 and 3BB). A breakdown of the unit mix is located below:

Unit Type	Bedroom	Bathroom	Unit Size	Qty.
Plan 1BB	1	1.5	762 sq. ft.	5
Plan 1	1	1.5	806 sq. ft.	20
Plan 2BB	2	2.5	1,289 sq. ft.	35
Plan 2	2	2.5	1,296 sq. ft.	17
Plan 3BB	2/3	2.5	1,317 sq. ft.	36
Plan 3	2/3	2.5	1,349 sq. ft.	26

Each building will be three (3) stories with an overall building height of approximately 35 feet, with certain allowable projections of the building exceeding the maximum height limit to assist with greater roof articulation. A total of 301 parking spaces will be provided, comprised of 254 garage spaces and 47 guest parking spaces with four (4) accessible (ADA) parking spaces throughout the site.



Vehicular access to the project will be provided by a 28-foot wide thoroughfare connection directly across from Oak Street, with pedestrian access provided north of the main entry drive aisle. Access into the development will be controlled by both a 25-foot wide security gate and pedestrian security gate. A bypass lane equipped with both a Knox box and call box will be provided for either emergency vehicles or guests attempting to gain entry into the development. A system of internal drive aisles will provide direct access to each individual garage. For the back-to-back townhome units, the terminus of drive aisles will be articulated with decorative paving to create pseudo paseo areas for both passive and active activities. Decorative landscaping will be provided throughout the site and within the parking areas.



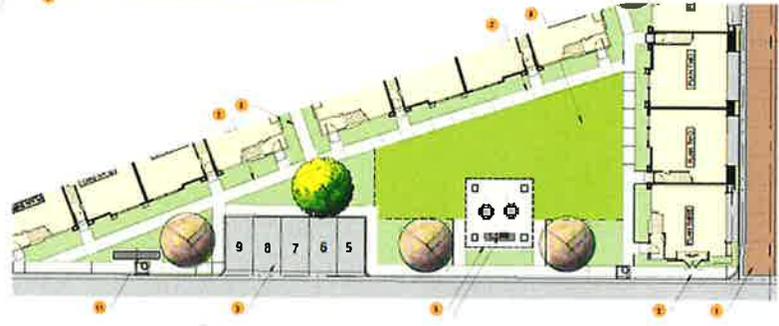
GATHERING RETREAT AND WOONERF

LEGEND

- 1 WOONERF COURTS WITH CONCRETE ACCENT PAVING
- 2 CONCRETE ACCESS WALK (NATURAL GRAY)
- 3 PARKING STALL
- 4 HANDICAP PARKING STALL & LOADING ZONE
- 5 OVERHEAD STRUCTURE
- 6 BBQ COUNTER
- 7 SEATING AREA WITH FIREPIT IN DECAPOISED GRANITE
- 8 TURF AREA
- 9 UNDERGROUND SYSTEM - REFER TO CIVIL PLAN
- 10 BIKE RACKS
- 11 MAILBOX CLUSTER



BIKE RACKS



Four (4) open space areas will be provided which will include both passive and non-passive open space. The passive areas will feature seating areas, trellis shade structures, barbeques, and a fire pit. The non-passive areas will feature a tot lot, bocce court, and a dog park.

Applicable Code Section – Placentia Municipal Code

The project is currently located within the Manufacturing (M) District and Oil Combining (O) Zoning District, but the ZC 2018-01 will modify the zoning to High Density Residential (R-3) Zoning District to bring the zoning of the site into alignment with the updated General Plan High Density Residential land use designation. The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects located within the R-3 Zoning District. Pursuant to PMC Section 23.75.010(a), construction of new buildings shall require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission.

Subject Site and Surrounding Land Uses

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

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Partially Improved Industrial Land	High Density Residential	Manufacturing (M) District and Oil Combining (O) Zoning District
Proposed	Attached, Single-Family Residential Townhomes	High Density Residential	High Density Residential (R-3)
North	BNSF Railway	Railroad	Not Specified
South	Atwood Channel	Industrial	M(O)
East (adjacent and across S. Van Buren Street)	Single Family Residential	High Density Residential Low Density Residential	M(O) Single-Family Residential (R-1)
West (across BNSF Railway)	Single-Family Residential	High Density Residential	Manufacturing (M) District and Oil Combining (O) Zoning District

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project is located within the M(O) Zoning District. Due to the zone change requested through ZC 2018-01 the proposed residential townhome development project will be analyzed in accordance with the R-3 development standards. The townhome development is permitted with a DPR subject to review and approval by the Planning Commission. In accordance with PMC Section 23.21.030, proposed condominium or townhome developments within the R-3 Zoning District require the approval of a Use Permit (UP) by the Planning Commission when they are developed as a Planning Unit Development (PUD). However, given that the project does not intend to create a single-family housing development or propose a maximum allowable density of

15 dwelling units per acre, as limited by the City's PUD development standards, a UP is not mandated for this development project.

The proposed development and use complies with the proposed base zoning district in terms of the maximum height limit, minimum setbacks, maximum lot coverage and maximum density requirements. No impacts to nearby sensitive land use receptors (e.g., single-family residential) is anticipated because the project will be residential in nature and will provide adequate buffers along the easterly periphery of the site to existing single-family residences.

Due to the unique mix of unit types, notably the 25, one-bedroom unit product types (Plan 1 and Plan 1BB), the existing R-3 development standards do not adequately address minimum onsite parking for one-bedroom units. Using these standards results in an overage of parking as compared to uses in other high-density zones within the city such as the TOD (Transit Oriented Development Packing House District) Zoning District which requires one space per each studio or one-bedroom unit. Applying the R-3 parking standard to the one-bedroom units will result in an overage of parking. The one-bedroom units will be parked at a higher rate than the TOD zone requires, and will be commensurable with the R-3 parking requirements, yet slightly modified for the one bedroom units. The Planning, Community, Economic Development, and Housing Ad Hoc Committee supported an interpretation of the code for the one-bedroom units.

The following matrix provides a summary of the development's compliance with the identified development standards:

STANDARD	PROJECT
Height 35 ft. max.	30 ft. – top of 3 rd floor living area; 39 ft. 10 in. – top of roof (PMC Section 23.81.090 allows buildings to exceed the height limit for roof elements)
Setbacks Front Yard Setback – 15 ft. min. Interior Side Yard Setback – 5 ft. min. Rear Yard Setback - 10 ft. min.	Front: +176 ft. (S. Van Buren Street) South Side Yard: 7 ft. 6 in. North Side Yard: 9 ft. South Rear Yard: No rear yard based on lot configuration.
Building Separation 20 ft. min.	+12 ft.
Lot Coverage 60% max. (145,627 sq. ft.)	58.2% (141,177 sq. ft.)

<p>Parking Two spaces per dwelling: 278 spaces min. Additional 15% min. of total parking required for guest parking: 42 spaces min. Total Parking Required: 320 spaces min.</p>	<p>254 spaces 47 spaces 301 spaces* (see discussion above) *Additional unmarked parking spaces are distributed throughout the development that meets and exceeds the parking shortfall. Applying a one space requirement for one-bedroom units results in an overall minimum parking mandate of 291 spaces.</p>
<p>Lot Area and Dimensions Minimum Lot Area: 8,000 sq. ft. Minimum Lot Width: 80 linear ft.</p>	<p>Lot Area: 242,629 sq. ft. (5.6 gross acres) Approx. 369 linear ft.</p>

Other Departments Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Police Department, and Fire and Life Safety Department have reviewed the application and submitted comments but had no major concerns with the proposal. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and recommendation by the Planning Commission to the City Council for DPR 2018-01 and TTM 19104.

ISSUES ANALYSIS:

Consistency with the General Plan

The General Plan features policies that promotes the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on city services and facilities. The proposed development and subdivision is consistent with the following Land Use Element and Housing Element policies and goals 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.

California Housing Element law mandates that each city show it has adequate sites available through appropriate zoning and development standards and with the requirement 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.

Southern California Association of Governments (SCAG), 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 market rate housing development on a site that permits housing assists the City in achieving the goal for new housing construction in an area that otherwise prohibited housing. Furthermore, it will greatly assist in providing additional units to address California’s current housing crisis and assist in offsetting the city’s “regional share” of housing units which is 4,374 residential units for the upcoming planning cycle.

Land Use Compatibility

The project will be compatible with the surrounding area as the development will revitalize an underutilized and blighted non-conforming industrial property with the development of 22, three-story, multi-family buildings consisting of 139 for-sale residential town home units. The development will be located on a partially developed industrial property containing non-conforming automotive uses. The project aims to serve as a catalyst triggering more development and investment into the Atwood neighborhood. The development will provide a compatible transition between nearby land uses that complement the residential densities of the housing

tracts to the north (across Orangethorpe Avenue) and east (across S. Van Buren Street). Based upon the use, overall site layout, and building design, the proposed development is not anticipated to result in any significantly adverse impacts to the surrounding area.

Architecture



The proposed project will include 22 buildings, that consist of 139 total units. There are six (6) floorplans proposed (Plan 1, Plan 1BB, Plan 2, Plan 2BB, Plan 3, and Plan 3BB). The residential buildings will employ a take on Contemporary Craftsman, with elements of Ranch and Mid-Century Modern architecture. The rooflines are lower than traditional Craftsman homes, and exteriors are made up of clean lines. The building volume is broken up by the employment of a number of design techniques as exterior façade pop outs/building projections, inset front doors and inset second floor patios creating shadow and relief, and contrasting building materials. These design techniques visually minimize the size/volume of the building. The project employs four-sided architecture by using the same material on all four (4) sides of a structure so that, no matter what vantage point it is viewed from, the design is never interrupted, and all the parts are perceived as part of a unified whole.



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 a handful of development iterations for the site on five (5) different occasions sponsored by two (2) different developers. The current applicant, Toffoli Investments, had their proposed development project reviewed by the Ad Hoc Committee on May 16, 2019, and September 10, 2020, and collectively, the development project was well received. The Committee did not request any significant changes to be made to the site layout or architectural design of the project, but emphasized some additional architectural elements to be added to each of the building facades in order to minimize the occurrence of unarticulated facades.

Planning Commission

On April 13, 2021, 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 2020-01, and approve ZC 2018-01, DPR 2018-01, and TTM 19104. 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. Prior to Planning Commission agenda packet publication City Staff received one (1) letter expressing concern with the project related to noise and parking and one (1) phone call by a nearby industrial property owner expressing concern over potential impacts to their business operations by the proximity of the development to their business. An additional email communication in opposition of the development and rezoning effort was received after posting the Planning Commission packet. The communication expressed concern over matters of spot zoning, parking, and neighborhood compatibility (Attachment 7). 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 would 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 2018-01 and TTM 19104. The Planning Commission voted to recommend approval (6-0-1) of all entitlements and the MND to the City Council.

CEQA

An initial study was conducted by Comprehensive Planning Service, a professional environmental firm. This document evaluated all CEQA related 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 Cultural Resources, Hazards and Hazardous Materials, Noise, Transportation, Tribal Cultural Resources, and Utilities and Service Systems. All of the aforementioned 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 impact. These mitigation measures are intended to be adopted by the City Council with 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 this Initial Study, the City of Placentia proposes to adopt a Mitigated Negative Declaration (MND) for the ZC, DPR, and TTM. 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 Notice of Intent to adopt a Mitigated Negative Declaration was circulated for 30 days of public comment because this project is considered a project of regional significance. This 30-day review period ran from August 20, 2020 to September 18, 2020. Comments received during this comment period were responded to and were available for Planning Commission review at the April 13, 2021 meeting. This final IS/MND package was evaluated by the Planning Commission, and the Planning Commission recommended that City Council adopt the final IS/MND (Attachment 1).

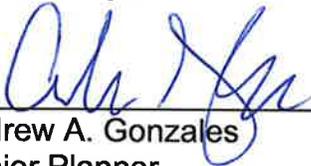
PUBLIC NOTIFICATION

Legal notice was published in the Placentia News Times on April 8, 2021. 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 April 8, 2021. As of April 15, 2021, Staff has received no letters in support of and one (1) letter in opposition to the development project.

FISCAL IMPACT:

The proposed development will provide approximately \$2,010,774 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 which cumulatively will generate \$47,597.77 annually. 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. 2020-012, ZC 2018-01, DPR No. 2018-01, and TTM 19104
 - Exhibit A: Mitigated Negative Declaration No. MND 2020-01
(<http://www.placentia.org/DocumentCenter/View/8834/Latitude-MND-8-10-2020>)
 - Exhibit B: Mitigation Monitoring & Reporting Program
(<http://www.placentia.org/DocumentCenter/View/8833/Latitude-Residential-Project-MMRP-8-10-2020->)
 - Exhibit C: Response to Comments for MND 2020-01
(<http://www.placentia.org/DocumentCenter/View/8978/Latitude-MND-Response-to-Comments-10-21-2020>)
 - Attachment A: Conditions of Approval for Development Plan Review No. DPR 2018-01 & Tentative Tract Map No. TTM 19104
2. Ordinance No. O-2021-XX Relating to ZC No. 2018-01
 - Exhibit A: Amendment to the City of Placentia Zoning District Map
3. Project Plans including the Site Plan, Floor Plans, Building Elevations, Preliminary Landscape Plan, Colored Renderings, Colors and Materials Palette, and Tentative Tract Map (TTM 19104)
4. Vicinity Map
5. Site Photographs
6. Draft Planning Commission Minutes from the April 13, 2021 Meeting
7. Letter of Opposition

RESOLUTION NO. R-2021-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION (MND) NO. 2020-01 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 DEVELOPMENT PLAN REVIEW NO. DPR 2018-01 AND TENTATIVE TRACT MAP NO. TTM 19104 TO ALLOW FOR THE DEVELOPMENT OF AN APPROXIMATELY 5.6-GROSS ACRE LOT FOR THE CONSTRUCTION OF 22, THREE-STORY, MULTI-FAMILY BUILDINGS CONSISTING OF 139 FOR-SALE RESIDENTIAL TOWNHOME UNITS AND ASSOCIATED HARDSCAPE AND LANDSCAPE IMPROVEMENTS, ON PROPERTY LOCATED AT 443 AND 455 S. VAN BUREN STREET (APN: 346-164-22, -25, & -26)

A. Recitals.

Whereas, on April 13, 2021, 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 No. MND 2020-01, and approve Zoning Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104; and

Whereas, on April 20, 2021, the City Council of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to review and take action on Mitigated Negative Declaration No. MND 2020-01, Zoning Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104; and

Whereas, the proposed project would allow the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscape improvements; and

Whereas, on or about April 8, 2021, 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 MND 2020-01 and finds that MND 2020-01 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 August 20, 2020 to September 18, 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 (Exhibit "B"); 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 "C". 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 approves Development Plan Review No. DPR 2018-01, 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 Planning Commission 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 Land Use designation of the project area which is "High Density Residential"; and,

- d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval.

Section 3. The City Council approves Tentative Tract Map No. TTM 19104 based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Council hereby specifically finds as follows:

- a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "A" of this Resolution and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the High Density Residential (R-3) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC); and,
- b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "High Density Residential", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of 22, three-story, multi-family buildings consisting of a total of 139 residential town home units; and,
- c. The proposed project as presented in the staff report and accompanying plans complies with the development standards of the proposed R-3 Zone Change and all requirements of Chapter 23.21, "R-3"-High Density Multiple-Family District, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements; and,
- d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "A" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development project and related on and off-site improvements are in compliance with applicable requirements of the PMC; and,
- e. That the proposed map is consistent with the General Plan. The proposed Tentative Tract Map is to support the construction of 22, three-story, multi-family buildings consisting of a total of 139 residential town home units on the

site. The proposed residential development is consistent with all polices, programs, and goals of the General Plan; and,

- f. That the site is physically suitable for the type of development. The subject site is a 5.6-acre area, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed residential development; and,
- g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the formation of 139 residential condominium units within the City of Placentia that will accommodate 22 residential townhome buildings; and,
- h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application. Although easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project; and,
- i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized and unimproved property that only has limited vegetation. There are no known areas within the City that host wildlife or a particular species; and,
- j. The intent of the R-3 zone is to stabilize and maintain the residential character of the district for high density multi-family living . The proposed project will create a new multi-family residential development. The applicant has designed the residential development in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing appropriate areas of open space. Furthermore, the proposed design will enhance the streetscape, thus providing a pleasing aspect to those driving along S. Van Buren Street; and,
- k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized partially developed site.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Development Plan Review No. DPR 2018-01 and Tentative Tract Map No. TTM 19104, and hereby adopts Mitigated Negative Declaration 2020-01

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 20th day of April 2021.

Craig Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

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 20th day of April 2021 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 2020-01)
(<http://www.placentia.org/DocumentCenter/View/8834/Latitude-MND-8-10-2020>)
- Exhibit B Mitigation Monitoring & Reporting Program, Appendices
(<http://www.placentia.org/DocumentCenter/View/8833/Latitude-Residential-Project-MMRP-8-10-2020->)
- Exhibit C: Response to Comments and Errata for MND 2020-01
(<http://www.placentia.org/DocumentCenter/View/8978/Latitude-MND-Response-to-Comments-10-21-2020>)
- Attachment A: Conditions of Approval for Development Plan Review No. DPR 2018-01 & Tentative Tract Map No. TTM 19104
- Attachment B: Police Department – Standard Development Requirements Residential

EXHIBIT A

Mitigated Negative Declaration (MND 2020-01):

<http://www.placentia.org/DocumentCenter/View/8834/Latitude-MND-8-10-2020>

All supporting MND documents are found here:

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

EXHIBIT B

Mitigation Monitoring & Reporting Program, Appendices

<http://www.placentia.org/DocumentCenter/View/8833/Latitude-Residential-Project-MMRP-8-10-2020->

EXHIBIT C

Response to Comments received regarding the Mitigated Negative Declaration comment period beginning on Thursday, August 20, 2020, and ending on Friday, September 18, 2020 regarding MND 2020-01.

(<http://www.placentia.org/DocumentCenter/View/8978/Latitude-MND-Response-to-Comments-10-21-2020>)

Attachment "A"
Special Conditions of Approval and Standard Development Requirements for
Development Plan Review No. DPR 2020-01
& Tentative Tract Map No. TTM 19104
443 & 455 S. Van Buren Street (APN: 346-164-22, -25, & -26)

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.

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. Zone Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 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 February 20, 2021, 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. 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 ZC 2018-01, DPR 2018-01, and TTM 19104. 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. 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 S. Van Buren Street.
 - 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. 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.
7. 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.
8. Developer shall pay all applicable residential DIF's prior to issuance of the first development or building permit pursuant to Title 5 of the Placentia Municipal Code (PMC), including but not limited to:

- a. Developer shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees set forth in Title 5 of the PMC.
 - b. Developer shall pay in full to the City of Placentia, all applicable citywide Affordable Housing Fees set forth in Title 5 of the PMC.
9. 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.
 10. 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.
 11. 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.
 12. Developer and/or property owner agrees that the City may, at its sole election, require that, instead annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District.
 13. 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. The property owner(s) shall pay in full all applicable impact fees associated with the development project.
 - c. An underground utility in-lieu fee shall be paid in lieu of actual underground installation of overhead utilities across the frontage of S. Van Buren Street. The in-

in-lieu fee shall be paid in the amount of \$30,823.90, which is determined as 10% of the net cost of undergrounding overhead utilities as confirmed by a cost estimate provided by the applicant and verified by the Department of Public Works.

- d. Installation of a crosswalk that traverses Van Buren Street at a location immediately adjacent to the Atwood Channel bridge. The cross walk shall be clearly striped to city standards and equipped with a flashing LED warning sign system to the satisfaction of the Public Works Director and/or his/her designee.

14. The use shall comply with the following:

- a. 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.
- b. If applicable, all communal waste bins shall be kept within a fully secured and lockable trash enclosure so as not to be visible from public view or from the different vantage points along the development's private streets and pedestrian walkways or individual waste bins to be securely stored within the garage area of each respective unit.
- c. The primary access gates shall be decorative in nature and fabricated of high gauge metal to withstand continual wear and tear. All walls and gates shall be designed with colors, materials, and of design satisfactory to the Development Services Director or his/her designee.

15. The final action of DPR 2018-01 shall be contingent upon final approval of ZC 2018-01. In the event the DPR is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.

16. Comply with all applicable conditions of approval of TTM 19104.

17. **CEQA MITIGATION MEASURES:**

Cultural Resources

CUL-1 Unanticipated Discovery of Archaeological Resources. If an archaeological resource is encountered during ground disturbing activities, work within 50 feet of the find must halt and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology must be contacted immediately to evaluate the find. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation may be warranted. The on-site monitoring shall end when the project site excavation activities are completed, or sooner if the archaeologist indicates that the site has a low potential for archeological resources. During monitoring, the archaeologist shall complete monitoring logs on a daily basis. The logs will provide descriptions of the daily

activities, including construction activities, locations, soil, and any cultural materials identified. Following completion of monitoring, the archaeologist shall prepare a summary memorandum of finds, their significance under CEQA and their disposition. (*Note: The California Historical Resources Information System contains a listing of qualified archaeologists at www.chrisinfo.org.)

CUL-2 Unanticipated Discovery of Human Remains. The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the county coroner must be notified immediately. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

Hazards and Hazardous Materials

HAZ-1 Radon. Prior to issuance of any building permit for the Project, the Applicant shall demonstrate that buildings have been designed with positive ventilation to reduce the potential for radon accumulation. The U.S. EPA recommends that positive ventilation and the absence of basements or subsurface parking reduces the risk of Radon accumulations and exposure.

HAZ-2 Lead-Based Paint (LBP). Prior to issuance of any demolition permit for the Project, the Applicant shall demonstrate that the existing onsite structures haven been surveyed for LBP, and that any identified LBP have been prior to activities with the potential to disturb painted surfaces, in accordance with all applicable laws.

HAZ-3 Asbestos Containing Materials (ACM). Prior to issuance of any demolition permit for the Project, the Applicant shall demonstrate that the existing onsite structures haven been surveyed for ACM. The survey shall include sampling of suspect ACM which shall be collected for laboratory analysis of asbestos in order to determine the need for compliance with EPA National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations. All ACM shall be removed from the site prior to activities with the potential to disturb affected surfaces, in accordance with all applicable laws.

HAZ-4 Recognized Environmental Conditions - Total petroleum hydrocarbons (TPH). Prior to issuance of any building permit for the Project, the Applicant shall demonstrate that the following measure has been completed and the site is cleared of this Recognized Environmental Conditions (RECs) subject to City Development Services Director and City Engineer review and approval: Approximately 670 cubic yards (1,000 tons) of soils will be excavated and disposed of offsite to remediate

the TPH impacted soil to levels acceptable for the residential use. Following the completion of the remedial excavations, a remedy completion report shall be prepared for DTSC review requesting a no further action letter (NFA) for the property.

HAZ-5 Recognized Environmental Conditions – Lead impacted soils. Prior to issuance of any building permit for the Project, the Applicant shall demonstrate that the following measure has been completed and the site is cleared of this Recognized Environmental Conditions (RECs) subject to City Development Services Director and City Engineer review and approval: Approximately 4,500 to 5,000 cubic yards (6,750 to 7,500 tons) of soils will be excavated and disposed of offsite to remediate the lead-impacted soil to levels acceptable for the residential use. Contaminated soils would be transported off site following United States Department of Transportation (DOT) requirements. Trucks transporting the soil would be required to be covered and consistent with SCAQMD dust control measures. Following the completion of the remedial excavations, a remedy completion report would be prepared for DTSC review requesting a no further action letter (NFA) for the property.

Amended by
PC on April
13, 2020.

HAZ-6 Recognized Environmental Conditions – Oil wells. Prior to issuance of any building permit for the Project, the Applicant shall demonstrate that the following measure has been completed and the site is cleared of this Recognized Environmental Conditions (RECs) subject to City Development Services Director and City Engineer review and approval: All existing and abandoned oil wells on site have completed permitting in accordance with the current standard set forth by California Geologic Energy Management (CalGEM) and is consistent with Title 17, OIL AND GAS WELLS, Chapter 17.12 OPERATION AND DRILLING REQUIREMENTS, Subsection 17.12.070 Abandonment Procedures of the Placentia Municipal Code.

HAZ-7 Recognized Environmental Conditions – Methane. Prior to issuance of any building permit for the Project, the Applicant shall demonstrate that the following measure has been completed and the site is cleared of this Recognized Environmental Conditions (RECs) subject to City Development Services Director and City Engineer review and approval: A sitewide methane survey will be conducted under City of Placentia Fire and Life Safety Department Orange County Fire Authority (OCFA) oversight and at a minimum the following will be implemented:

- a. All abandoned onsite oil wells within 25 feet of any structure or within 25 feet from a continuous hardscape that covers an abandoned well will need to be vented;
- b. Sub slab passive venting systems will need to be installed below all proposed buildings within 25 feet of any well or within 25 feet from a continuous hardscape that covers an abandoned well.

HAZ-8 Recognized Environmental Conditions – Geophysical survey. Prior to

issuance of any building permit for the Project, the Applicant shall demonstrate that the following measure has been completed and the site is cleared of this Recognized Environmental Conditions (RECs) subject to City Development Services Director and City Engineer review and approval: A comprehensive site-wide geophysical survey of the site has been performed after removal of the site obstructions to identify if abandoned and/or active infrastructure is in-place on the site that could be avoided in connection with redevelopment activities.

HAZ-9 Recognized Environmental Conditions – Soil Management Plan. Prior to issuance of any building permit for the Project, the Applicant shall demonstrate that the following measure has been completed and the site is cleared of this Recognized Environmental Conditions (RECs) subject to City Development Services Director and City Engineer review and approval: A Soil Management Plan has been prepared for the site that can be followed should unknown materials or contamination be encountered during redevelopment.

HAZ-10 Traffic Control Plan. Prior to any grading or construction activities, the Applicant shall prepare a construction traffic control plan for review and approval by the City Engineer to ensure emergency access routes are not obstructed.

Noise

NOI-1 Operational Noise - Exterior. An 8-foot masonry wall shall be constructed at the northern boundary of the Project site adjacent to the existing rail lines. This wall shall reduce exterior noise levels at the common open spaces to 65 dB CNEL. The final location and design of the wall shall be subject to Development Services Director review and approval.

NOI-2 Operational Noise – Interior. The following upgrades shall be incorporated into the building design to reduce interior noise levels to 45 dB CNEL:

- All windows throughout the Project will be dual-paned glass and all upstairs living and bedrooms of units abutting the tracks shall be equipped with supplemental ventilation supplying at least 30 CFM of fresh make-up air (Building Code requirement), and
- Upstairs windows of living or bedrooms in units with a line of-site to the tracks shall be rated at STC=30 or better (single event noise nuisance reduction) with STC = 33 rated windows recommended for upstairs windows directly facing the train tracks.

Because window closure is a necessary condition to meet the noise standard, the code requires the provision of supplemental ventilation, including a fresh air intake that provides 30 CFM of fresh outside air. In order to not compromise acoustic protection integrity of the HVAC systems, the fresh air inlet shall be located on the building facades away from the track.

NOI-3 Construction Noise. During all demolition, grading and construction

activities, the Applicant shall ensure that the following measures are followed:

- All construction and general maintenance activities, except in an emergency, shall be limited to the hours of hours of 7 a.m. to 7 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday.
- All on-site construction equipment shall have properly operating mufflers.
- All construction staging areas should be located as far away as practical from the nearest homes.

NOI-4 Vibration. Floors of ground level areas that are used for living or sleeping shall be covered with a soft material such as carpet to reduce vibration levels.

Transportation

TR-1 Construction Traffic. As part of its Traffic Control Plan (Mitigation Measure HAZ-10), the Applicant shall direct and monitor Project construction crews to ensure the following measures are implemented. The Public Works Department will ensure implementation:

- Promote use of car-pool and can pool by the construction workers.
- Reduce inbound and outbound construction trips during the weekday peak traffic periods of between 7:00 AM to 9:00 AM to maintain 52 or less (inbound and outbound combined) AM trips per hour.
- Reduce inbound and outbound construction trips during the weekday peak traffic periods of between 4:00 PM to 6:00 PM to maintain 64 or less (inbound and outbound combined) PM trips per hour.
- Provide unrestricted access to schools for school buses;
- Avoid delays to transported students resulted by truck and construction traffic.
- Avoid adverse impacts on school buses' on-time performance and passenger safety resulting from changed traffic patterns, lane adjustment, traffic light patterns, and altered bus stops during and after construction.
- Construction trucks and other vehicles are required to stop when encountering school buses using red-flashing lights must-stop-indicators per the California Vehicle.
- Contractors must install and maintain appropriate traffic controls (signs and signals) to ensure vehicular safety.
- Haul routes should not pass by any school, except when school is not in

session.

- Barriers and/or fencing must be installed to secure construction equipment and to minimize trespassing, vandalism, short-cut attractions, and attractive nuisances.
- Contractors are required to provide security patrols (at their expense) to minimize trespassing, vandalism, and short-cut attractions.

TR-2 Site Access. Prior to issuance of grading plans, the Applicant shall submit for Engineering Department review and approval site access plans demonstrating that the sight distance at all Project access points is adequate and complies with City standards.

TR-3 Signage and Striping. Prior to issuance of a certificate of occupancy, the Applicant shall demonstrate that appropriate signage and pavement markings at the Project site driveways, including stop bars and stop signs and restrict project access through clear signage and other means have been installed subject to Public Works Department review and approval.

Tribal Cultural Resources

TCR-1 Native American Monitoring. Prior to any grading or construction activities, the Applicant shall retain representative(s) of Gabrieleño heritage to perform Native American monitoring of excavation activities. If prehistoric tribal resources are recovered, all interested tribal groups shall have input in regard to treatment and all materials will be reburied on site at a location deep enough not to be disturbed in the future. If requested by the City, a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology must also be contacted immediately to evaluate the find and determine compliance with California Public Resources Code § 21080.3.1 and Assembly Bill (AB) 52. (Reference Mitigation Measure CUL1). Native American monitoring shall cease when ground disturbance activities are completed, or sooner if the Native American monitor indicates that the site has a low potential for Native American resources. During monitoring, the tribal representative shall complete monitoring logs on a daily basis. The tribal representative document his/her findings according to accepted protocols and provide that documentation to the City Development Services Director upon completion monitoring activities.

Utilities and Service Systems

UTL-1 Utilities/Wastewater. Prior to issuance of a wastewater permit, the Project Applicant shall pay applicable connection and/or user fees to the appropriate sewer service provider.

UTL-2 Utilities/Wastewater. Prior to issuance of a building permit, the Project Applicant shall prepare an engineering study to support the adequacy of the sewer collection system and submit the engineering study to the City Engineer for review

and approval. Any improvements recommended in the engineering study shall be installed prior to the certificate of occupancy for the development project.

UTL-3 Utilities/Wastewater. Prior to issuance of a building permit, the Project Applicant shall provide evidence that the transmission and treatment plant capacity to accept sewage flows from buildings for which building permits are being requested.

UTL-4 Water. Project Applicant shall pay applicable connection and/or user fees to the appropriate water service provider.

UTL-5 Water. Prior to issuance of a building permit, the Project Applicant shall prepare an engineering study to support the adequacy of the water systems and submit the engineering study to the City Engineer for review and approval. Any improvements recommended in the engineering study shall be installed prior to the certificate of occupancy for the development project.

UTL-6 Water. Prior to issuance of a building permit, the Project Applicant shall provide evidence of water supply availability and transmission capacity to service buildings for which building permits are being requested.

DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:

18. The project shall comply with all applicable building codes and regulations adopted by Title 20, Building Codes and Regulations, of the PMC.

PUBLIC WORKS DEPARTMENT:

19. 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).
20. 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.
21. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
22. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.

Grading

23. 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 Local Implementation Plan (LIP) 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.
24. Prior to the issuance of a grading permit, the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP template and shall be submitted to the City Engineer for review and approval. Website available at (<http://www.placentia.org/index.aspx?nid=262>).
25. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.
26. 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.

27. 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 and percolation test for infiltration rate fulfilled per Appendix VII of OCTGD. The recommendations shall be implemented by the Applicant.
28. 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.
29. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
30. 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.
31. The final grading plan for the parcels shall be substantially the same, specifically with regard to pad elevations, size, and configuration; as the proposed grading illustrated on the approved site plan. If there is a significant deviation between the two plans the Community Development Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Community Development Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a revised site plan.
32. Prior to issuance of grading permit, the applicant shall submit a preliminary title report no older than 90 days.
33. Prior to issuance of any permits (such as grading, tree removal, encroachment, or building), the site grading, landscape, irrigation, and street improvement plans (if any) shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.
34. The applicant shall provide a quitclaim or relocation of easement as applicable in plan review process prior to issuance of grading permit.
35. All site, grading, landscape, irrigation, and street improvement plans (if any) shall be coordinated for consistency with each other and for consistency with the requirements

and standards of the City of Placentia; prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.), or approved use has commenced, whichever comes first.

Public Improvements and Construction

36. The developers are responsible for new curb and gutter and sidewalks on Van Buren Street along the frontage of the property only. Developers are also required to provide street paving and resurfacing over the entire section of pavement along the full length of property frontage. The new pavement structural section shall be designed by a geotechnical engineer to support the new developmental loading and traffic conditions. The existing pavement shall be rehabilitated by grinding and new pavement to a depth of 2 inches over the entire length of the project. This includes new pavement from curb to curb over the entire length of the project on Van Buren Avenue. All public improvements shown on the plans and/or tentative map shall be constructed to City of Placentia standards, ordinances, policies and/or reasonably determined by the City Engineer to be applicable to the project.
37. Prior to the issuance of building permit, the applicant shall enter into an agreement and post security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards and the City Code, including, but not limited to the following:
 - a. Street improvement including, but not limited to: pavement, curb and gutter, sidewalks, driveway approaches, street lights, signing, striping, traffic signal systems and other traffic control devices as appropriate.
 - b. Storm drain facilities
 - c. Sewer systems
 - d. Street lighting
38. All utilities to the project site shall be undergrounded or the applicant may select to pay a one-time in lieu payment as established by Condition of Approval No. 13(c) for the sole purpose of funding future undergrounding of existing overhead utility lines within the project area.
39. The development site shall be graded to drain surface water to the existing City storm drain system, or another available/approved storm drain system, with no cross-lot drainage permitted. If a drainage crossing a property line is altered and involves the use of drainage pipes, culverts, and V-gutters to conduct the storm water to an approved city storm drain system, a drainage easement shall be established by the recordation of Covenants Agreements and Restrictions for the benefit of each lot. Drainage easement shall be indicated on the precise grading plans.
40. 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.

41. Prior to the issuance of grading permits, the applicant shall prepare and submit a storm drain relocation plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing new and relocated drain lines, catch basins, LID best management practices (BMPs), and other pertinent information.
42. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."
43. 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.
44. 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 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.
45. 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.
46. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

Sewer Line Improvements and Construction

47. Sewer flow calculations justifying sewer line design shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer.
48. Prior to issuance of building permit, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results

of the system analysis may require special construction such as booster pumps, upsizing the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.

49. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Golden State Water Company.
50. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.
51. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Golden State Water Company
52. Install new sanitary sewer manholes at the proposed connection to the existing City sewer line.

Final Map

53. Applicant shall provide a quitclaim or relocation of easement that affects the proposed development.
54. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.
55. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.
56. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.

FIRE AND LIFE SAFETY DEPARTMENT

57. A fire flow determined by CA Fire Code Appendix B105.1(2) will be required. A will-serve letter with fire flow availability will be required to be submitted with the Fire Master Plan.
58. 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.
59. 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)
60. A fire sprinkler system designed to 2016 NFPA 13 and 13D (as meet by the building code requirements) standards is required to be installed throughout each building in accordance with CA Fire Code section 903.
61. A fire alarm system (fire sprinkler monitoring) designed to 2016 NFPA 72 standards is required to be installed for each building in accordance with CA Fire Code section 907.
62. 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.
63. 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.
64. Emergency parking zones shall be designated and painted red with signage reading "No Parking, Fire Lane." Street widths of more than 28^{ft} but less than 36^{ft} are permitted to have designated parking on one side only. (To be reviewed and approved on the Fire Master Plan)
65. A Methane Mitigation Report is required to be submitted and reviewed.
66. The following plan submittals are required to be submitted and reviewed by the Fire Department:
 - a. Fire Master Plan
 - b. Architectural Plan
 - c. Fire Sprinkler Plan
 - d. Fire Alarm Plan.

POLICE DEPARTMENT

67. The Police Department strongly encourages utilizing rolling vehicle gates as they are much more reliable than the proposed swing vehicle gates.
68. The entire project has natural surveillance opportunity challenges to the recreation and some open space areas. Without natural surveillance from within the dwelling units, that is windows of kitchens or great rooms oriented so persons can view their surroundings, criminal opportunity is not reduced. "Eyes on the street" is a critical concept for reducing criminal opportunity and neighborhood watch programs.
69. Comply with the Police Department Residential Development Requirements (Attachment B)
70. Prior to the issuance of building permits, an Emergency Access Plan, per the Police Department Residential Development Requirements, that identifies and locates all Knox Boxes, Knox keyswitches, and Click2Enter radio access control receivers, shall be approved by the Police Department. The approved Emergency Access Plan shall be incorporated into the building plan set prior to the issuance of any building permits.
71. Prior to the issuance of building permits, a Wayfinding Plan, per the Police Department Residential Development Requirements, shall be approved by the Police Department.
72. Prior to the issuance of the Certificate of Occupancy, the applicant shall arrange for and have completed an inspection by the Police Department to ensure compliance with the Emergency Access Plan requirements.
73. Prior to the issuance of building permits, provide a lighting plan showing compliance with the light requirements of the Placentia Police Department Residential Development Requirements.

Attachment "B"

PLACENTIA POLICE DEPARTMENT
STANDARD DEVELOPMENT REQUIREMENTS
RESIDENTIAL

The following standards shall be required for all residential developments. No modifications shall be made without the approval of the Chief of Police.

Doors

Except for vehicular access doors, all exterior swinging doors of any residential building and garage, including the door leading from the garage area into the dwelling unit, shall be equipped as follows:

1. All wood doors shall be of solid core construction with a minimum thickness of one and three-fourths (1 3/4) inches, or with panels not less than nine-sixteenths (9/16) inch thick.
2. A single or double door shall be equipped with a single cylinder deadbolt lock. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a cylinder guard, a minimum of five pin tumblers, and shall be connected to the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter.
3. The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.
4. All exterior doors equipped with lever-handled locking devices which operate the deadbolt shall have thresholds designed and installed so as to prevent the passing of rigid materials between the door and threshold to the interior.
5. When pairs of doors are utilized in residential structures, a one-piece assembly attached to the full-length edge of the inactive door leaf, incorporating an astragal and flush-bolts for the header and threshold, will be accepted as a strike plate, provided the assembly is constructed of aluminum or steel a minimum of one-eighth inch in thickness.

6. The inactive leaf of double door(s) shall be equipped with metal flush bolts having a minimum embedment of five-eighths (5/8) inch into the head and threshold of the door frame.
7. Door stops on wooden jambs for in-swinging doors shall be of one piece construction with the jamb.
8. Glazing in exterior doors or within forty (40) inches of any locking mechanism shall be of fully tempered glass or rated burglary resistant glazing, except when double cylinder deadbolt locks are installed.
9. Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to preclude removal of the door from the exterior from the exterior by removing the hinge pins.
10. Except where clear vision panels are installed, all front exterior doors shall be equipped with a wide angle one hundred-eighty degree (180°) door viewer.
11. Upon occupancy by the owner or proprietor, each single unit in tract or multi-unit development, constructed under the same general plan, shall have locks using combinations which are interchange free from locks used in all other separate dwellings, proprietorships or similar distinct occupancies.

Windows

1. No louvered windows shall be used.
2. Sliding windows shall incorporate an anti-lift device.

Addressing-Single Family Residential

Single-family residential buildings shall display a street address number conforming to the following specifications:

1. Numerals shall be located where they are clearly visible from the street on which they are addressed. They shall be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use of two-sided tape or any material not resistant to weather conditions.
2. Numerals shall be no less than four inches in height and illuminated during the hours of darkness. The numerals and light source shall be contained within a single, weather-resistant fixture. The light source shall be provided with an uninterruptible A.C. power source or controlled only by a photoelectric device. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.
3. Buildings farther than 100 feet from the center line of the addressed street, or where at least two homes are accessed off the same driveway or common

area walkway, shall, in addition to the illuminated address fixture, provide three-inch high numerals, placed, when possible, on the right side of the driveway or common area roadway or pedestrian entrance, at a height between 24 inches and 42 inches. Landscaping at full maturity or cars parked on the street shall not obstruct such additional addressing. A range of address numbers may be used when there are multiple buildings instead of listing individual address numbers. The range of addresses shall note if all numbers are even or odd based upon existing or potential addressing on the opposite side of the addressed street, with the word "even" or "odd" incorporated into the sign.

4. Numerals shall be in a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible.

5. Any building which affords vehicular access to the rear through a public or private alley shall display, in a clearly visible location, an address number that is a minimum of four inches in height.

6. Second dwelling units on the same single-family parcel, which are further than 100 feet from the center line of the addressed street or are not visible from the addressed street, in addition to the illuminated address fixture, shall have an illuminated address fixture containing a directional arrow or wording indicating the second dwelling unit location, and mounted on the primary dwelling unit that is visible from the addressed street.

Addressing-Multiple Family Residential

Multiple family buildings shall display a street address number conforming to the following specifications. Dual signage may be required to meet accessibility requirements of the California Building Code including but not limited to mounting height, size, font, Braille, and tactile standards:

1. Each individual unit within the complex shall display a prominent identification number at the main dwelling entry door, but not on the entry door, of a contrasting color to the background to which it is affixed and clearly visible to approaching vehicles and/or pedestrians. Size and design shall conform to the following:

a. Minimum four inches in height; or

b. Minimum two inches in height if the entry door is located within a fully enclosed corridor; or

c. Minimum two inches in height if, from the interior of the building common space area, the sight line to the entry door from any approach does not exceed 50 feet; and,

d. Numerals shall be in a Sans Serif font with a stroke weight of regular to medium, or an approved equivalent font which is clearly legible.

2. Numerals shall be located within one foot of the door frame and illuminated during the hours of darkness. The numerals and light source shall be contained with a single, weather-resistant fixture. The light source shall be provided with an uninterruptible A.C. power source or controlled only by a photoelectric device. Nothing in this section shall preclude the requirement for circuit protection devices where applicable. An illuminated fixture is not required when the address number can be lighted by area lighting as required in the lighting section of these building security requirements regarding walkways and doors.

3. For buildings containing ten or more units, each side which affords vehicle and/or pedestrian access, the primary address number or range of primary address numbers within the building and range of unit numbers within the building where a multi-building complex has one primary address number shall be displayed. If the building has vehicle or pedestrian access from an adjacent street not associated with the building addressing, then in addition to the address numbers, the addressed street name must also be displayed. Numerals and any lettering shall be a minimum of eight inches in height. The font used shall be Sans Serif with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible. Such numerals and any lettering shall be of contrasting color to the background to which they are attached, and mounted not less than 10 feet nor more than 20 feet from ground level. Addressing shall be clearly illuminated during the hours of darkness with an uninterruptible A.C. power source or controlled only by a photoelectric device, which may be the common area site lighting. Building landscaping at full maturity shall not obstruct visibility to the numerals.

4. Complexes where all unit address numbers are not visible from the addressed public or private street and with more than one building shall provide vehicle directional signage from point of entry onto the property to each building parking area and/or building entrance and at all decision making locations along walkways. Signs shall display building addresses or unit number range, and be located at the complex entry and at all turning points along the route to a building entrance or parking area. Range of addresses shall note if all numbers are even or odd based upon existing or potential addressing on the opposite side of the addressed street, with the word "even" or "odd" in minimum 1.5 inch high letters. Signs shall contain directional arrows and street name, in minimum 1.5 inch high letters, if the complex has more than one addressed street. Numerals shall be no less than two feet from ground level and not obstructed by building landscaping at full maturity or by parked cars. Numerals shall be at least 3 inches in height using a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible.

5. There shall be positioned, at each vehicle entrance of a multiple family dwelling complex with more than two buildings, an illuminated diagrammatic representation of the complex, which depicts the location of the viewer and the unit designations within the complex. The diagram shall be of a size clearly readable from a distance of at least 10 feet. It shall be lighted during the hours

of darkness utilizing a light source, constructed of weather and vandal resistant materials, and provided with an uninterruptible A.C. power source or controlled by a photoelectric device. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.

6. There shall be positioned, at each common area pedestrian entrance of a multiple-family dwelling complex having buildings that are at least four stories in height, an illuminated diagrammatic representation of the complex, which depicts the location of the viewer and the unit designations within the complex. The diagram shall be of a size clearly readable from a distance of 5 feet. It shall be lighted during the hours of darkness utilizing a light source, constructed of weather- and vandal-resistant materials, and provided with an uninterruptible A.C. power source or controlled by a photoelectric device. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.

7. Pedestrian directional signage shall be provided to guide persons to dwelling units and amenities within and around buildings, being posted at all decision-making locations, including: entrances, elevators, stair landings, and walkway intersections. Signage shall include the street name if more than one street name applies to the complex and be so positioned such that text and numerals are mounted between 4 and 6 feet in height, clearly illuminated by dedicated or common area lighting, and not obstructed by landscaping at full maturity. Numerals and lettering shall be at least 2 inches in height using a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible.

8. A Wayfinding Plan shall be developed indicating the following:

- a. Location and wording of directional signage for vehicles and pedestrians;
- b. location of building address numbers;
- c. landscaping details for areas near any signage or address numbers.

The plan shall include design drawings or exhibits that clearly illustrate the intent of the Wayfinding Plan.

9. In multiple-family complexes, garages or carports not directly attached to the dwelling unit or placed next to the dwelling unit and discernible as being associated with one addressed dwelling unit shall not use corresponding dwelling unit addresses to identify the garage or carport. Where garages are attached and the dwelling unit number is not adjacent to the garage door, an address number shall be displayed, in a clearly visible location, using an address number a minimum of four inches in height.

10. Exterior address identification numbers and/or letters shall not be affixed to a surface using two-sided tape or any material not resistant to weather conditions.

11. An 8.5 inch by 11 inch site plan(s) of the complex shall be provided to the Police and Fire Authority. It shall contain all streets, sidewalks, buildings, including identification numbers and/or descriptions, emergency services access key vaults or key override switches, radio controlled entry system access points, and fire hydrants.

Lighting-Single Family Residential

Single-family dwelling units, garages, and tracts of homes shall conform to the following lighting standards:

1. All garage doors shall have a light fixture that is capable of illuminating the door. Garage doors accessed from alleys are to have vandal resistant light fixtures.
2. Private streets, alleys, and fire department required roadways designed for use only in emergency situations shall be illuminated using the same standards as established for public thoroughfares.

Lighting-Multiple Family Residential

Multiple-family buildings, carports, parking areas, driveways, and walking surfaces shall conform to the following lighting standards:

1. All vehicular drive surfaces, open parking areas and carports shall be illuminated with a minimum maintained one foot-candle of light at ground level during the hours of darkness.
2. All exterior common area pedestrian walkways and recreation areas shall be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness.
3. Open stairways and enclosed common area corridors shall be illuminated with a minimum maintained 0.5 foot-candles of light on all landings and stair treads during the hours of darkness. Enclosed stairways shall be illuminated at all times with a minimum maintained one foot-candle of light on all landings and stair treads.
4. Cluster mailboxes, trash enclosures/areas, vending machines, and public phones located on the exterior shall be illuminated with a minimum maintained one foot-candle of light, measured within a five-foot radius at ground level, during the hours of darkness.
5. Recessed areas of building or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, shall be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This

requirement applies to defined recessed areas which are within six feet of the edge of designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping a minimum of two feet in height.

6. Accessible luminaires utilized to meet the requirements of this section shall have vandal resistant light fixtures and be not less than three feet in height from the walking surface when used to illuminate walkways and a minimum of 78 inches in height above the driving surface when illuminating surfaces associated with vehicles. Light fixtures shall be deemed accessible if mounted within 15 feet vertically or six feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair tread, platform or similar structure.

7. The light source utilized to comply with this section to meet parking and drive surface lighting shall have a rated average bulb life of not less than 15,000 hours

8. A site plan shall be provided, unless otherwise approved, showing buildings, parking areas, walkways, detailed landscaping, fixture schedule, mounting height, the lighting ratio and a point-by-point photometric calculation of the required light levels. If a parking lot is equipped with an occupancy sensor, then a point-by-point photometric calculation is required to show it meets the required minimum level of light. Foot-candles shall be measured at grade on a horizontal plane and conform to a uniformity ratio of six to one (6:1) average/minimum. Landscaping shall not be planted so as to obscure required light levels with light fixtures exceeding eight feet in height installed at least two feet from a tree's canopy at 70 percent maturity.

9. The light source shall be controlled by a photocell device or a timeclock with an astronomic feature.

Common Area Laundry Rooms-Multiple Family Residential

Common-area laundry rooms in multiple-family complexes shall be designed and protected as follows:

1. Entry doors shall have:
 - a. A minimum 600 square-inch clear vision panel, in the upper half of the door.
 - b. Automatic, hydraulic door closures.
 - c. Self-locking door locks equipped with a dead-locking latch, allowing exiting by a single motion and openable from the inside without the use of a key or any special knowledge or effort.
 - d. Nonremovable hinge pins for out-swinging doors to preclude removal

of the door from the exterior by removing the hinge pins.

e. A latch protector consisting of minimum 0.125-inch-thick steel attached to the door's exterior with non-removable bolts from the exterior. It shall be two inches wide and extend a minimum of five inches above and below the strike opening and extend a minimum of one inch beyond the edge of the door. It shall have a metal anti-spread pin a minimum of ½ inch in length.

2. The laundry room shall be illuminated at all times with a minimum maintained five foot-candles of light at floor level, using a non-interruptible power source. There shall be no light switches inside the room that control light fixtures used to meet the lighting requirement.

3. Any portion of an openable window which is within eight feet vertically or six feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair tread, platform, or similar surface, or any climbable pole or tree, or any surface providing a foothold, shall be secured as follows:

a. Windows shall not provide an opening greater than 96 square inches:
or

b. Transom windows opening at the top and hinged at the bottom may be utilized provided the bottom portion is not less than six feet from an exterior accessible surface.

4. The entire laundry room shall be visible from the exterior along common area walking or driving surfaces. Perimeter windows and interior mirrors may be utilized to meet this requirement.

5. Laundry rooms are to be located in high activity areas with natural surveillance opportunities, and not in remote or isolated locations.

Community Mailboxes

Mail boxes are to be located in highly visible and resident active areas.

Ladders-Multiple Family Residential

Ladders leading to the roof shall do so from the interior of the building.

Recreation & Pools-Multiple Family Residential

The provisions of this section shall apply to all community buildings, park/open spaces, trails, community swimming pools:

1. All types of exterior doors shall be illuminated during the hours of darkness with a minimum maintained one foot-candle of light at ground level, measured within a five-foot radius from the center of the door.
2. Paved walkways in open space areas, not directly serving buildings or parking areas, shall be illuminated with a minimum maintained 0.25 foot-candles of light on the walking surface during the hours of operation and one hour thereafter.
3. Swimming pool decks and other hard surface recreation activity areas shall be illuminated with a minimum maintained 0.50 foot-candles of light on the walking surface during the hours of operation and one hour thereafter.
4. The light source utilized to comply with the buildings, walkways, and pool decks shall have a rated average bulb life of not less than 15,000 hours.
5. Luminaires utilized to meet the requirements of this section shall have vandal resistant light fixtures, if accessible, and be not less than eight feet in height from ground level. A Luminaire not less than 42 inches may be utilized to illuminate a walkway if adjacent landscaping is of a variety which does not mature higher than two feet, and it does not interfere with the required light distribution for a distance of 16 feet along the walkway. Light fixtures shall be deemed accessible if mounted within 15 feet vertically or six feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair treads, platform or similar structure.
6. Activation of the required exterior lighting shall be either by a photocell device or a time clock with an astronomic clock feature.
7. Swimming pools shall be secured as follows:
 - a. Restroom doors and pool gates shall be equipped with automatic closure devices, dead latches, and a latch protector consisting of minimum 0.125-inch-thick steel, two inches wide and six inches long.
 - b. The pool equipment room or enclosure to be secured with either a deadbolt lock or padlock with a minimum five-pin tumbler operation, minimum three-eighths-inch thick shackle, and heel and toe locking.
 - c. The on and off switch for the spa is to be keyed.
 - d. Perimeter fencing, using either tubular steel or aluminum, is to be installed at a minimum height of six feet. Vertical fence pickets are to be spaced not more than four inches on-center and be designed to discourage climbing.

e. Private park pools/spas, which may be reached by the general public, shall have signage indicating it is private property and no trespassing allowed, citing the current Penal Code section for trespassing.

f. Emergency access to locked gates is to be provided through installation of a Knox box key vault which shall contain a mechanical key for the gate. The vault shall be sub-mastered to the Orange County Fire Authority for access by the police department. The mounting location shall be 5 feet above finish grade and within 2 feet of the locking device.

g. Selection of landscaping is to consider height of plants regarding providing needed visibility into the pool area from adjacent uses, buildings, and streets.

Parking Garages & Structures

Parking garage or structure designed to park multiple cars shall conform to the following:

1. Directional signage, including floor designation and section, shall be provided on each level to expedite movement within the facility. Signage shall be a minimum of 12 inches in height and of a contrasting color to the background. It shall be displayed not less than 60 inches from the parking surface and be highly visible from within any portion of the facility.
2. Open bicycle storage areas shall be designed and protected as follows:
 - a. Located in areas highly visible to users of the facility.
 - b. Bicycle racks in residential complexes shall be protected by see-through metal fencing which either fully encloses the racks with fencing or have floor to ceiling fencing, and secured either with an access control system locking device or mechanical door lock. Padlocks are prohibited.
3. Solid perimeter walls shall be either full height floor to ceiling or not exceed 42 inches in height from the parking surface.
4. The number of pedestrian and vehicular access points shall be minimized. Except at vehicle and primary pedestrian openings, the structure shall be designed, to the satisfaction of the City, to preclude human entry from any exterior accessible surface to a height of eight feet. Chain link fencing shall not be utilized if visible from a public right of way. When required, fire authority openings in the form of swing-out gates shall be provided and secured by a padlock with a minimum 3/8-inch diameter shackle and five-pin tumbler operation.
5. Exterior pedestrian doors which provide access into the parking facility, shall be constructed and equipped as follows:

- a. A minimum 18-gauge steel and equipped with automatic hydraulic closure device.
 - b. A minimum 100-square-inch vision panel, with the width not less than five inches, to provide visibility into the area being entered. Vision panels shall meet requirements of the Uniform Building Code.
 - c. Emergency exits not intended, as a primary entrance shall have no exterior handles, knobs, or levers.
6. Stairways shall be designed as follows:
 - a. Interior doors shall have glazing panels a minimum of five inches wide and 20 inches in height and meet requirements of the Uniform Building Code.
 - b. Areas beneath stairways at or below ground level shall be fully enclosed or access to them restricted.
 - c. Stairways shall be designed to be completely visible from either the interior or exterior or both, unless mandated by the Uniform Building Code to be enclosed.
 - d. Fully enclosed interior or exterior stairways with solid walls, when required, shall have shatter resistant mirrors or other equally reflective material at each level and landing and be designed or placed in such a manner as to provide visibility around corners.
7. Elevator cabs and lobbies shall be designed as follows:
 - a. Elevators which serve more than two floors, above ground level, with at least one shaft wall exposed to the exterior or interior shall have clear glazing installed in one wall to provide visibility into the elevator cab.
 - b. Elevator cabs, the interiors of which are not completely visible when the door is open from a point centered on and 36 inches away from the door, shall have shatter resistant mirrors or other equally reflective material so placed as to make visible the entire elevator cab from this point. The elevator cab shall be illuminated at all times with a minimum maintained two foot-candles of light at floor level.
 - c. Elevator emergency stop buttons shall be so installed and connected as to activate the elevator alarm when utilized.
 - d. Elevator lobbies, if enclosed, shall be constructed of glazing, the maximum amount allowed by the Uniform Building Code.
8. Lighting of driveways, parking areas, walkways and doors shall conform to the following standards:
 - a. All parking, driving, and walking surfaces, except stairways, shall be

illuminated at all times with a minimum maintained 1.0 foot-candles of light.

b. Stairways shall be illuminated at all times with a minimum maintained two foot-candles of light on all landings and stair treads.

c. All types of exterior doors shall be illuminated, during the hours of darkness, with a minimum maintained one foot-candle of light, measured within a five-foot radius of each side of the door at ground level.

d. Recessed areas of buildings or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, shall be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping a minimum of two feet in height.

e. All luminaires utilized to meet the requirements of this section shall have vandal resistant light fixtures, if on the exterior, with no portion of the fixture placed less than 72 inches above the walking or driving surface.

d. The light source utilized to comply with this section to meet parking and drive surface lighting shall have rated average bulb life of not less than 15,000 hours.

e. A site plan shall be provided showing buildings' parking area, walkways, detailed landscaping and a point-by-point photometric calculation of the required light levels. Foot-candles shall be measured on a horizontal plane and conform to a uniformity ratio of 6:1 average/minimum. Landscaping shall not be planted so as to obscure required light levels.

f. Light fixtures for roof top parking shall be Dark-Sky compliant per the International Dark-Sky Association standards for casting light downward.

g. The light source shall be controlled by a photocell device or a timeclock with an astronomic feature and capable of operating during a power failure.

Emergency Access

1. Private roads and parking areas or parking facilities when controlled by unmanned automated parking gates shall provide for police emergency access utilizing Click2Enter radio controlled entry system and Knox key switch device to be installed and designed as follows:

a. The key switch control shall be installed at a height of 42 inches from finished driveway grade and a minimum of 15 feet from the entry/exit gate, and be located on the driver's side of the road or driveway. The key switch is to be

accessible in such a manner as to not require a person to exit their vehicle to reach it; nor to require any back-up movements in order to enter/exit the gate. The key switch may be installed within a visitor telephone/intercom call box if meeting the above criteria. The control housing shall consist of heavy gauge metal, and be vandal- and weather-resistant and be mounted on a substantial structure such as a steel post, concrete, or masonry pedestal.

- b. Key switches shall be secured to the control housing or telephone/intercom call box utilizing tamper resistant screws.
 - c. Except for an open surface parking lot with less than 100 parking spaces, a Click2Enter radio controlled entry system shall be installed per No. 2 below.
 - d. Vehicle gates shall be designed to open in a power failure.
2. All lockable pedestrian gates or doors to common area walkways and recreation areas/buildings of residential multifamily complexes or tract of homes shall provide for police emergency access utilizing Click2Enter radio controlled entry system and Knox key switch device which shall be installed as follows:
- a. Pedestrian gates/doors using an electrically automated type lock shall be provided with a Click2Enter radio controlled entry system and a key switch within a telephone/intercom console, or installed adjacent to the door inside a wall/door frame, or in a control housing as described in section No.1 above or in a method approved by the police department. Key switches shall be secured utilizing tamper resistant screws. The radio controlled receiver shall be visible in order to determine, when activated, if the signal was received by illuminating a light. More than one gate or door which is in close proximity to another may be operated by the radio controlled entry system if approved by the police department.

Exceptions:

- (1) Recreation buildings are not required to have a Click2Enter radio controlled entry system.
 - (2) Interior stairway doors are not required to have a Click2Enter radio controlled entry system.
- a. Pedestrian gates or doors utilizing mechanical locks shall be provided with a Knox key vault adjacent to each gate or door, securely attaching it to a fence or wall, mounted four feet above finished grade and within two feet of the locking device. Mechanical locks using combination locks shall have a keyway and key for the key vault.
 - b. Pedestrian gates in perimeter community walls or fencing shall utilize a Knox key switch if using an electronically automated type lock, or if a mechanical lock is used, a Knox key vault, mounted five feet above finished grade and within two feet of the locking device.

- c. Pool gates shall only utilize a Knox key vault, mounted five feet above finished grade and within two feet of the locking device.
 - d. Elevators with access control systems shall be provided with a Knox key switch adjacent to the access control reader utilizing tamper resistant screws.
6. Emergency vehicle access gates shall be designed so as to provide access to the padlock from either side of the gate. A Knox key vault shall be installed on each side of the gate. Owner's padlock shall be used to secure the gate.
7. All Knox key switches, key vaults, and padlocks shall be sub-mastered to an Orange County Fire Authority key for access by the police department. The Click2Enter radio controlled entry system shall be programmed to frequencies approved by the police department and Orange County Fire Authority.
8. Key switches, key vaults, padlocks, and radio controlled entry system installations shall be identifiable to approaching police personnel in a manner as approved by the police department.
9. An Emergency Access Plan shall be required when a Click2Enterradio controlled entry system, Knox key switch, or Knox key vault is required to be installed. The plan is to identify the location of each device on a site plan.

Construction Site Security

The number of access points onto the site shall be minimized and, where feasible, situated in locations that are highly visible from an adjacent street, and conform to the following:

- 1. Perimeter construction site fencing shall be installed adjacent to streets and designed as follows:
 - a. Chain link or other metal fencing and gates, at least six feet in height, and
 - (1) Vehicle and pedestrian access gates shall not be covered. Fencing with fabric shall not be covered for the first 50 feet in lineal length, or greater where necessary for sight distance control, on each side of a gate.
 - b. All vehicle and pedestrian openings shall have gates secured after hours of operation by a padlock(s) designed to prohibit cutting of the shackle; and
 - (1) Coil chain, minimum 30 grade, at least 3/8-inch thick, if used to secure a gate, or
 - (2) Cable at least 5/16-inch thick, if used to secure a gate.
 - c. Perimeter fencing may be removed when there is no longer outside storage of building materials or building fixtures and when there are no remaining

exterior construction activities requiring separation of non-construction related personnel and public from exterior construction activity.

d. Alternative fencing and protection may be approved by the police department.

2. Office trailers and temporary buildings shall be secured as follows:

a. At a minimum, doors shall have a deadbolt lock and an auxiliary locking device using a hasp or slide bolt with a protective device to prohibit cutting of a padlock, attached with non-removable bolts from the exterior, and locked with a padlock having a minimum ½-inch thick shackle with heel and toe locking; or secured in a manner as approved by the police department.

b. All windows shall be secured from entry using either:

(1) Steel bars of at least ½-inch round or one-inch by ¼-inch flat steel material, spaced not more than five inches apart, securely attached on the inside of the trailer using bolts that are nonremovable from the exterior; or

(2) Steel grate mesh of at least 1/8-thick material, securely attached on the interior or exterior of the trailer using means that are resistant to removal from the exterior.

3. Storage containers with at least 64 square feet of storage area shall be secured as follows:

a. Doors shall be secured using a hasp or slide bolt with a protective device to prohibit cutting of the padlock, attached with nonremovable bolts from the exterior, and locked with a padlock having a minimum ½-inch thick shackle with heel and toe locking; or secured in a manner as approved by the police department.

b. Exterior hinge pins shall be rendered nonremovable by design or welding.

4. Site lighting shall be installed and designed as follows:

a. Where lighting required would impinge on occupied residential properties:

(1) Motion sensors may be used to control light fixtures.

(2) Elements of the lighting provisions below may be modified or not required when approved by the police department.

b. All vehicle gate locations shall be illuminated, during the hours of darkness, with an approximate minimum maintained one foot-candle of light on the ground, within and on all sides of the gated opening for a distance of 15 feet beyond the opening. Outdoor lighting shall be maintained and installed so that direct rays are confined to the site and adjacent properties and streets open to the public are protected from glare.

c. All open centralized storage areas for building materials or building fixtures shall be illuminated, during the hours of darkness, with an approximate minimum maintained one foot-candle of light on the ground, within and on all sides of the stored items for a distance of 15 feet beyond the materials or fixtures.

d. All trailers, temporary buildings, or containers used as an office or for storage of building materials, or fixtures for buildings, or construction equipment shall be illuminated on all sides with openings, during the hours of darkness, with an approximate minimum maintained one foot-candle of light on the ground for a distance of 15 feet beyond the exterior walls.

e. Luminaries utilized to meet this section shall be installed at least 18 feet from the ground, have tempered or polycarbonate lenses, and meet or exceed U.L. Bulletin 1572 for wet locations.

5. Forklifts shall be rendered inoperable, when hours of operation are ceased, by removing the key and adding a device to either disable the engine or other measure to prohibit moving it.

6. A record shall be developed and maintained of on-site motorized construction vehicle equipment, which have wheels a minimum of 15 inches in diameter, listing the manufacturer, model, license plate number, vehicle identification number (VIN), and product identification number (PIN).

7. An address sign shall be installed at all perimeter vehicle access points and include the street name and number, using minimum six-inch high letters and numbers, and shall be posted at the top of the perimeter fence or at least five feet from the ground.

8. A "No Trespassing" sign, conforming to the requirements of California Penal Code, Section 602, shall be installed at all perimeter access points, posted at the top of the perimeter fence or at least five feet from the ground.

9. A 24-hour emergency phone number, for management of the site, shall be posted at the main gated entrance and on the exterior of an on-site office trailer or building near the main vehicle entrance.

10. The following additional security measures shall be required if the residential construction site has 25 or more dwelling units:

a. Institute at least one of the following additional security measures:

(1) Provide color cameras that view all vehicle access points and record vehicle license plates when the hours of operation cease, saving recorded activity for at least 60 days; or

(2) Utilize a California State Licensed Security Guard for every 10 contiguous acres of the same project or portion thereof, to monitor the site

when hours of operation cease, recording persons and vehicles entering and leaving it, saving recorded activity for at least 60 days; or

(3) Other alternate measure(s) approved by the police department that are found to provide at least the equivalent security of providing one of measures (1) or (2) above.

b. Develop a written procedure and implement a property identification program approved by the police department that is designed to readily identify ownership of heavy equipment, building materials where feasible, and building equipment.

Definitions

Astragal is a device, either fixed or movable, which eliminates the vertical opening between a pair of doors when in the closed position.

Burglary resistant glazing means those materials as defined in Underwriters' Laboratories Bulletin 972.

Fully tempered glass means those materials meeting or exceeding UCB Standard 24-2 for Safety Glazing.

Glazing is all glass, plastics, and fiberglass utilized as an exterior window, vision panel, light, or pane within any type of door.

Hours of operation shall mean the time period when any activity requires the presence of employees or workers within or about the affected business.

Hours of darkness shall mean any time from one-half hour before sunset and one-half hour after sunrise and any other time when the illumination level is less than the required lighting for uses as designated in this chapter.

Luminaire is a complete lighting device consisting of a light source together with its direct appurtenances, such as globe, reflector refractor, housing and such support as is integral with the housing. The pole, post or bracket is not considered a part of the luminaire.

Minimum maintained foot-candles of light is the amount of light falling on that point of a surface with the least illumination, calculated through application of a maintenance factor, which is a multiplier applied to account for aging of the lamp and for dirt build-up on the luminaire during the period for which a lamp is in place.

Vandal resistant light fixture has a lens constructed of materials meeting or exceeding U.L. Bulletin 972 (Burglary Resistant Glazing) and a housing meeting or exceeding U.L. Bulletin 1572 (Wet Locations.)

ORDINANCE NO. O-2021-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PLACENTIA FROM MANUFACTURING (M) DISTRICT AND OIL COMBINING (O) ZONING DISTRICT TO HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT TO BRING THE ZONING OF THE SITE INTO ALIGNMENT WITH THE UPDATED GENERAL PLAN HIGH DENSITY RESIDENTIAL LAND USE DESIGNATION ON AN APPROXIMATELY 5.6-GROSS ACRE LOT, ON PROPERTY LOCATED AT 443 AND 455 S. VAN BUREN STREET (APNS: 346-164-22, -25, & -26)

City Attorney's Summary

This Ordinance would result in an amendment to the Official Zoning Map of the City of Placentia modifying the existing Manufacturing (M) District and Oil Combining (O) Zoning District for the project site (an approximately 5.6-gross acre site, on property located at 443 and 455 S. Van Buren Street (APNs: 346-164-22, -25, & -26) to the R-3 (High Density Residential) Zoning District.

WHEREAS, the City of Placentia wishes to amend the Official Zoning Map of the City of Placentia, changing the existing "M" (Manufacturing) Zoning District and "O" (Oil Combining) Zoning District to "R-3" (High Density Residential) for property located on an approximately 5.6-gross acre lot at 443 and 455 S. Van Buren Street (Exhibit "A") to allow for the development of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscape improvements, and certification of a Mitigated Negative Declaration to ensure environmental impacts of the Zoning Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104 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 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units. Based upon the Initial Study, on or about August 20, 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 Cultural Resources, Hazards and Hazardous Materials, Noise, Transportation, Tribal Cultural Resources, and Utilities and Service Systems. The MND incorporated mitigation measures that would bring all environmental effects of the ZC, DPR, and TTM to a level that is less than significant; and

WHEREAS, on or about April 13, 2021, 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 existing zoning from “Manufacturing” (M) and “Oil Combining” (O) to “High Density Residential” (R-3), amending the official Zoning Map of the City of Placentia, and recommended 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 April 20th, 2021, 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-2021-17, the City Council certified and adopted Mitigated Negative Declaration 2020-01 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 "M(O)" 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 20th day of April 2021.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2021.

Craig S. Green, 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 20th day of April 2021 and adopted at a regular meeting of the City Council of the City of Placentia, held on the _____ day of _____ 2021 by the following vote:

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

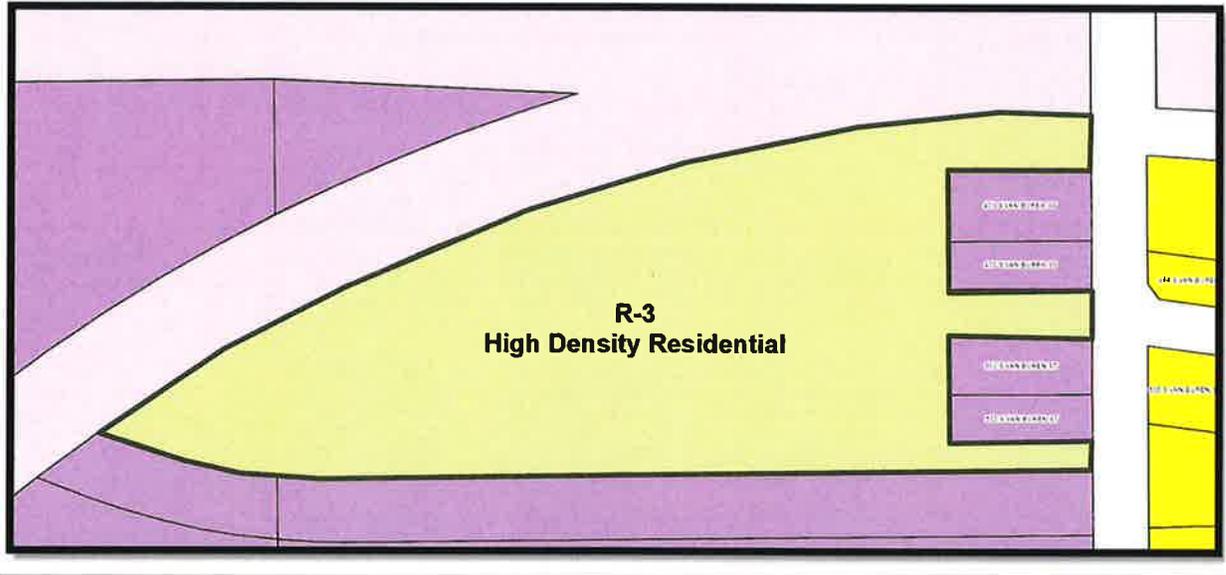
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A: Amendment to the City of Placentia Zoning District Map

Exhibit A
Resulting Amendment to the City of Placentia Zoning District Map



SITE DATA:
 LAND AREA: 5.67 ACRES
 DENSITY: 24.0 DU/AC

LIMITS:
 TRF NUMBER: 81
 CHANGE TOWN: 78
 TOTAL: 138

PROPOSED ZONING:
 T-3 HIGH DENSITY MULTIPLE-FAMILY

STRIPS:
 FRONT: 15 FEET
 STREET: 10 FEET
 SIDE: 5 FEET
 REAR: 10 FEET

HEIGHTS:
 MAX - 35'-0" (PROPOSED 30'-0")

MINIMUM DISTANCE BETWEEN BUILDINGS:
 20' MIN. SIDE ACCESS
 17' MIN. DRIVE ACCESS
 17' MIN. BETWEEN ALL OTHER BUILDINGS

PARKING:
 GARAGES: 254 PROVIDED
 OPEN STALLS: 47 PROVIDED
 REQUIRED PARKING: 2.15 STALLS/UNIT = 208 STALLS

TOTAL PROVIDED:
 254 GARAGE STALLS
 47 OPEN STALLS
 = 301 STALLS PROVIDED

OPEN SPACE:
 54.2% TREED (1.24 ACRES)
 REQUIRED: 200 S.F./UNIT = 27,000 S.F. ON 0.63 ACRES

LOT COVERAGE:
 11,177 SQUARE FEET (0.24 ACRES)
 ALLOWED LOT COVERAGE: 20%
 REQUIRED: 300 S.F./UNIT = 14,000 S.F. ON 0.34 ACRES

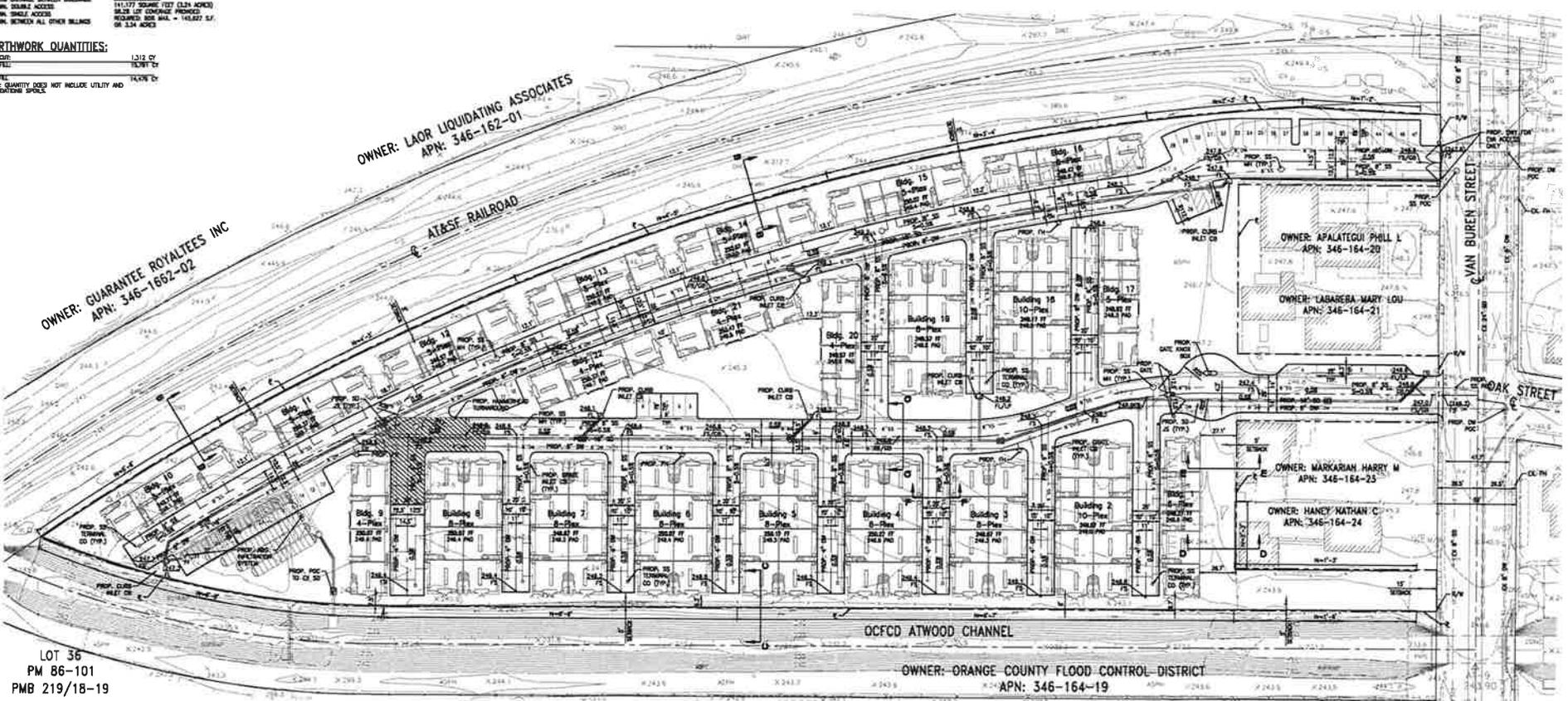
EARTHWORK QUANTITIES:
 SWF CUT: 1,212 CY
 SWF FILL: 18,017 CY

NOTE: QUANTITY DOES NOT INCLUDE UTILITY AND FOUNDATION SPILLS

OWNER: LAOR LIQUIDATING ASSOCIATES
 APN: 346-162-01

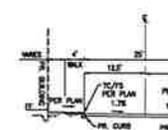
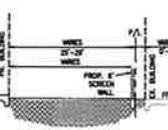
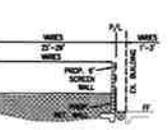
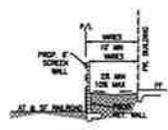
OWNER: GUARANTEE ROYALTEES INC
 APN: 346-1662-02

LOT 36
 PM 86-101
 PMB 219/18-19



OWNER: ORANGE COUNTY FLOOD CONTROL DISTRICT
 APN: 346-164-19

- LEGEND**
- EX. CONDUIT LINE
 - PROPERTY LINE
 - EXISTING CURB AND GUTTER
 - STREET LIGHT
 - FIRE HYDRANT
 - CENTERLINE
 - EX. STORM DRAIN LINE
 - PROP. STORM DRAIN
 - JUNCTION STRUCTURE
 - MANHOLE
 - CLEANOUT
 - INLET
 - PROP. CONDUIT LINE



NO.	DATE	REVISIONS	BY	CHKD

DEVELOPER: **TOPPOLI INVESTMENTS, LLC**
 3 BOGERT AVENUE, CALIFORNIA 92604

SOILS ENGINEER: **ALTA CALIFORNIA GEOTECHNICAL, INC.**
 132 S. WOLF STREET, SUITE 114
 PLACENTIA, CA 92669

PREPARED BY: **CONSULTING, INC. CIVIL ENGINEERING**
 LAND PLANNING & SURVEYING

6 CONSULTING, MAPS AND LAND SURVEYING
 1 800 441-3800
 1 909 441-3800
 1 909 441-3800

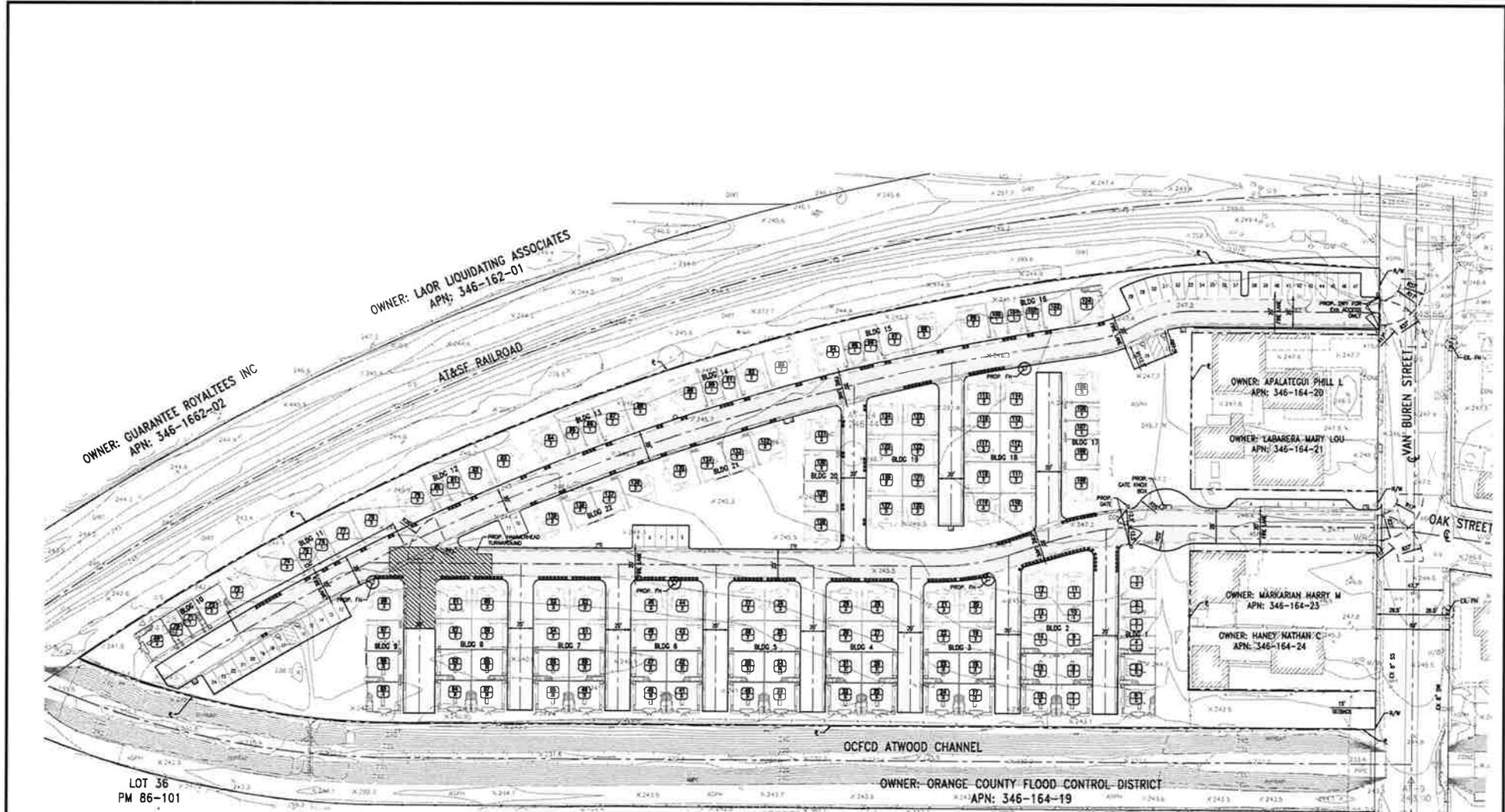


TENTATIVE TRACT MAP
 19104
 PRELIMINARY GRADING
 AND UTILITY PLAN

SCALE: AS SHOWN DRAWN BY: SP CHECKED BY: JC

DATE: 2/24/21
 SHEET 8 OF 8

CITY OF PLACENTIA



OWNER: LAOR LIQUIDATING ASSOCIATES
APN: 346-162-01

OWNER: GUARANTEE ROYALTEES INC
APN: 346-1662-02

OWNER: APALATEGI PHILL L
APN: 346-164-20

OWNER: LABAREGA MARY LOU
APN: 346-164-21

OWNER: MARKARIAN HARRY M
APN: 346-164-23

OWNER: HANEY NATHAN C
APN: 346-164-24

OWNER: ORANGE COUNTY FLOOD CONTROL DISTRICT
APN: 346-164-19

LOT 36
PM 86-101

LEGEND

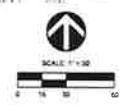
- TRASH BIN LOCATIONS
- 1 CANS PER UNIT
- 1 FOR TRASH
- 1 FOR RECYCLING MATERIALS
- ADA PATH OF TRAVEL
- UNIT NUMBER
- PLAN TYPE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED FIRE TRUCK ACCESS
- TURNING RADIUS
- HANDHELD TURNWARD

PARKING SUMMARY

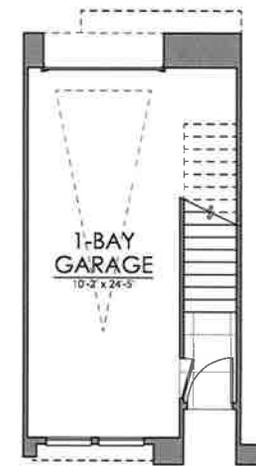
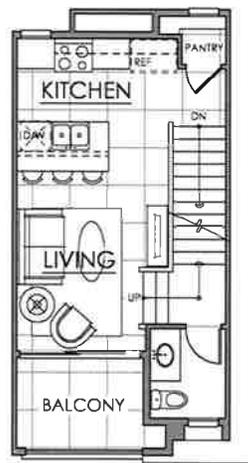
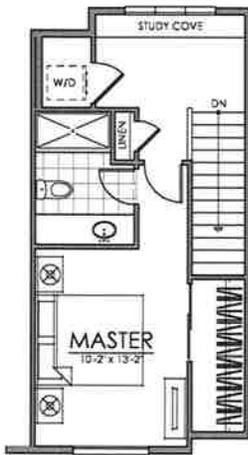
OVERSEEN SPACES: 215 STALLS/UNIT = 280 STALLS

PARKING PROVIDED:

- CANVAS STALLS = 204 STALLS
- OPEN STALLS = 47 STALLS
- TOTAL PROVIDED = 251 STALLS
- ADA COMPLIANT STALLS = 42 STALLS
- TOTAL ADA COMPLIANT STALLS = 301 STALLS PROVIDED (2.17/UNIT)



DEVELOPER / SUBSEDER TOFFOLI INVESTMENTS, LLC 3 HERBES, IRVINE, CALIFORNIA 92614 SOILS ENGINEER ALTA CALIFORNIA GEOTECHNICAL, INC. 1100 N. HWY 4, SUITE 100 IRVINE, CA 92614 PHONE (949) 266-7888	REVISIONS <table border="1"> <tr><th>NO.</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	BY	DESCRIPTION													PREPARED BY 4000 JENSEN DRIVE, SUITE 200 IRVINE, CALIFORNIA 92614 TEL: 949.266.3000 FAX: 949.266.3008 WWW.CONSULTING-INC.COM	TENTATIVE TRACT MAP 19104 CIRCULATION & PARKING PLAN SCALE: AS SHOWN DATE: 7/31/20 SHEET 3 OF 3 CHECKED BY: JC CITY OF PLACENTIA
	NO.	DATE	BY	DESCRIPTION															
DATE: 7/31/20 SHEET 3 OF 3 CHECKED BY: JC																			



FIRST FLOOR	78 SQ. FT.
SECOND FLOOR	348 SQ. FT.
THIRD FLOOR	380 SQ. FT.
TOTAL LIVING	806 SQ. FT.

02.10.21

PLAN ONE | METRO TOWNS - PASEO | 806 SQ. FT.

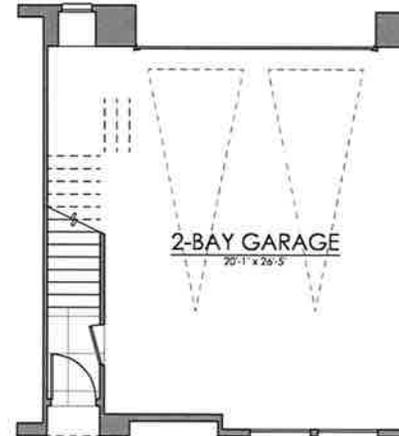
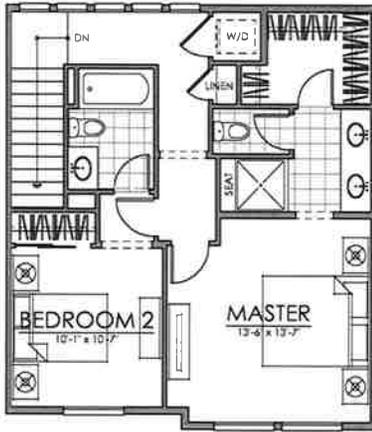
LATITUDE | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

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ATTACHMENT 3



FIRST FLOOR	89 SQ. FT.
SECOND FLOOR	581 SQ. FT.
THIRD FLOOR	626 SQ. FT.
TOTAL LIVING	1296 SQ. FT.

02.10.21

PLAN TWO | METRO TOWNS - PASEO | 1296 SQ. FT.

LATITUDE | TOFFOLI INVESTMENTS, LLC.

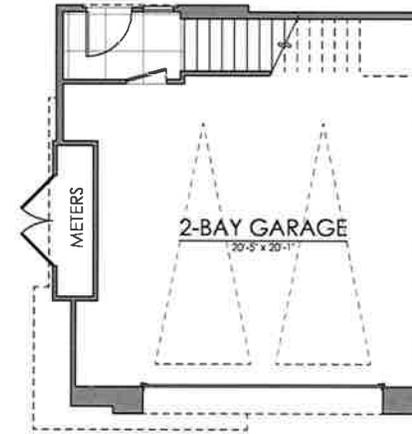
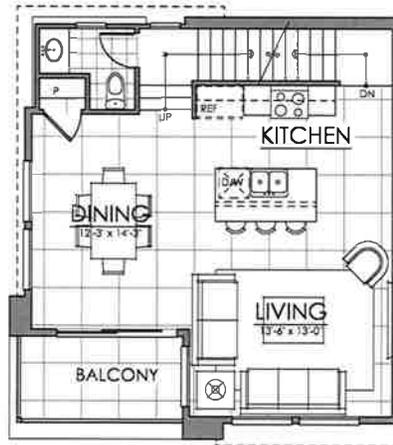
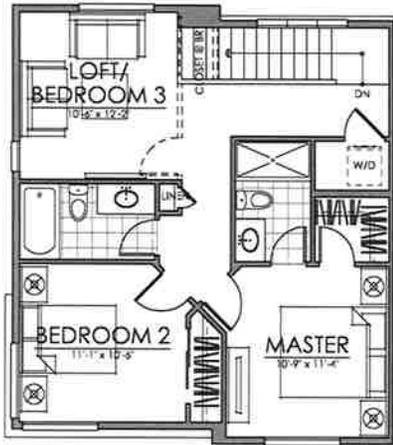
PLACENTIA, CALIFORNIA

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ATTACHMENT 3



FIRST FLOOR	112 SQ. FT.
SECOND FLOOR	584 SQ. FT.
THIRD FLOOR	653 SQ. FT.
TOTAL LIVING	1349 SQ. FT.

02.10.21

PLAN THREE | METRO TOWNS - PASEO | 1349 SQ. FT.

LATITUDE | TOFFOLI INVESTMENTS, LLC.

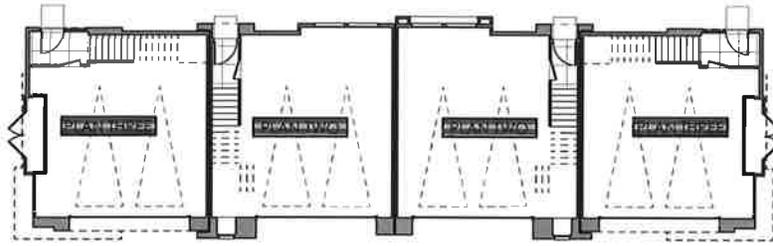
PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

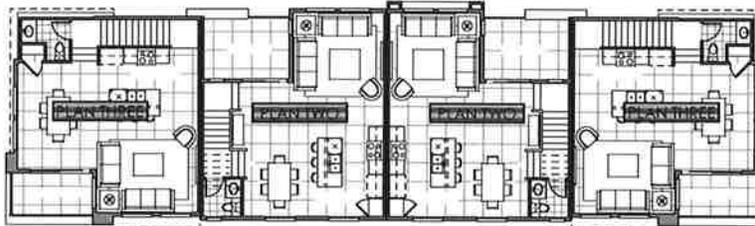
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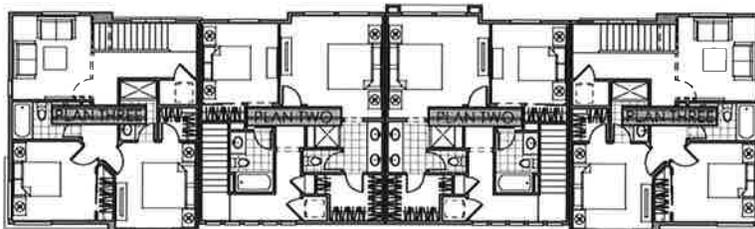
ATTACHMENT 3



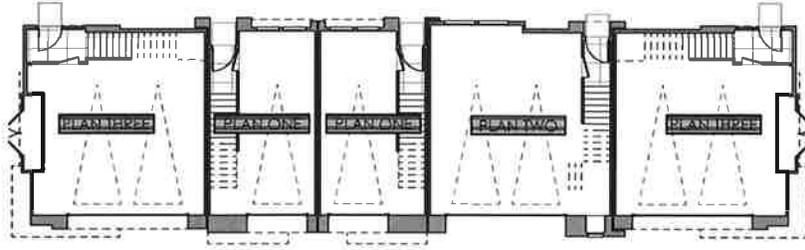
FLOOR ONE



FLOOR TWO



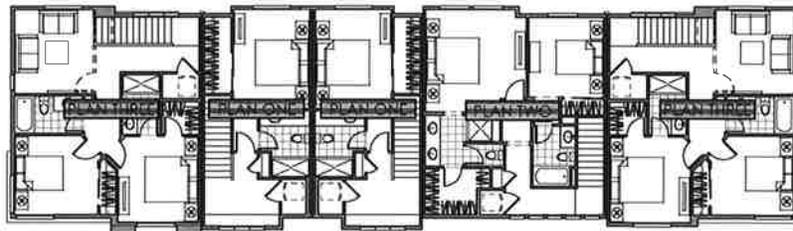
FLOOR THREE



FLOOR ONE



FLOOR TWO



FLOOR THREE



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

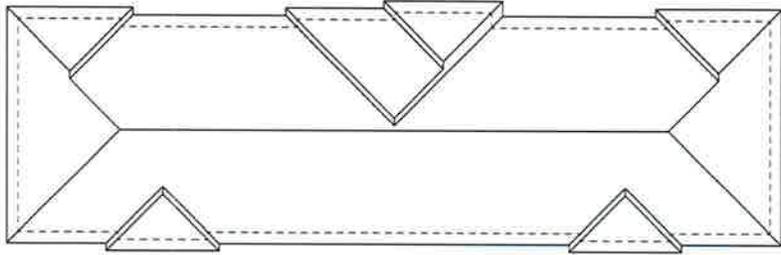
02.10.21

4-UNIT METRO TOWNS - PASEO | ELEVATIONS
 LATITUDE | TOFFOLI INVESTMENTS, LLC.
 PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS



ATTACHMENT 3



ROOF PLAN

SCALE: 1/8" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

4-UNIT METRO TOWNS - PASEO | ELEVATIONS

LATITUDE | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHOD USED.

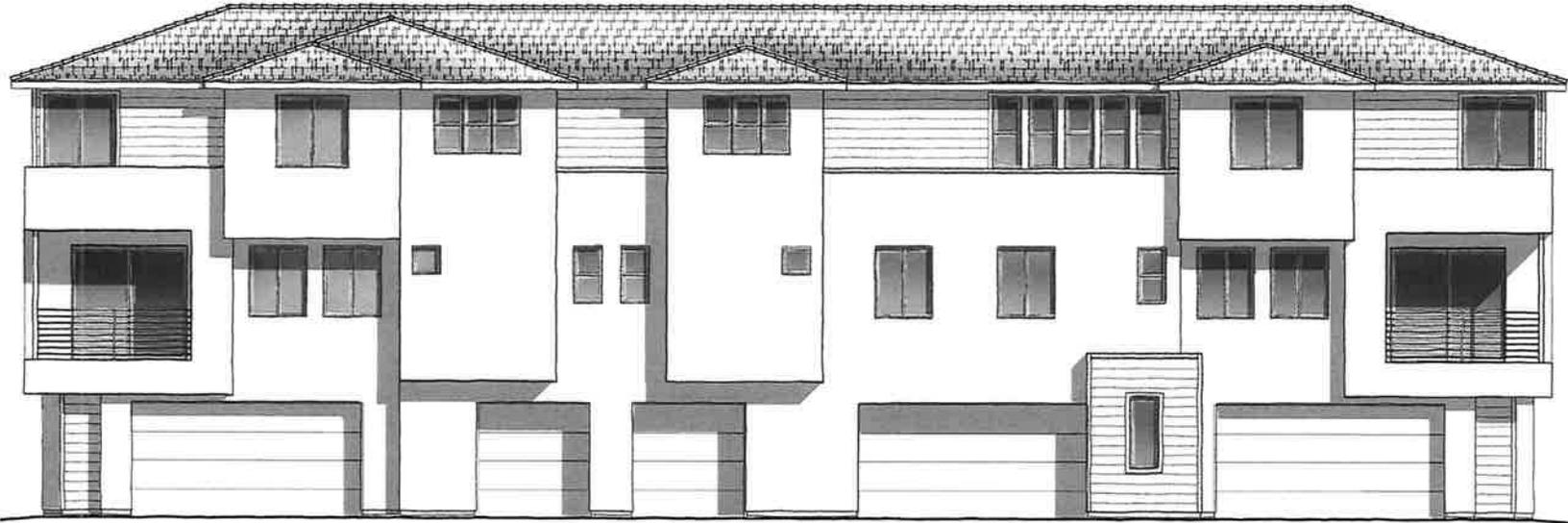


ATTACHMENT 3



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

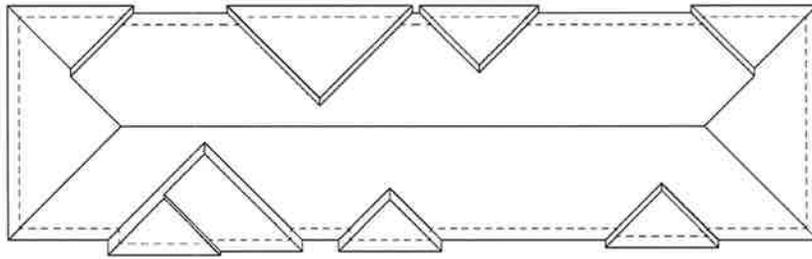
02.10.21

5-UNIT METRO TOWNS - PASEO | ELEVATIONS
 LATITUDE | TOFFOLI INVESTMENTS, LLC.
 PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON LOCAL COUNTY PERMITS
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 california // 2943 pullman st, suite A
 santa ana, ca 92705 / 714.553.6719



ROOF PLAN

SCALE: 1/8" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

5-UNIT METRO TOWNS - PASEO | ELEVATIONS

LATITUDE | TOFFOLI INVESTMENTS, LLC.

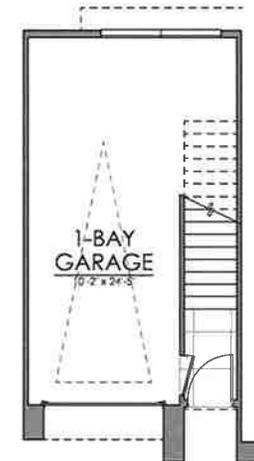
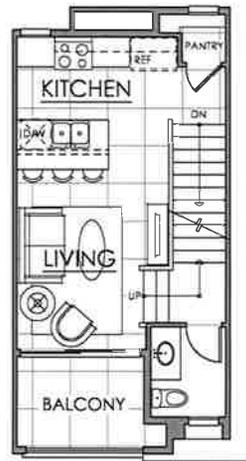
PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS.

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ATTACHMENT 3



FIRST FLOOR	78 SQ. FT.
SECOND FLOOR	348 SQ. FT.
THIRD FLOOR	380 SQ. FT.
TOTAL LIVING	806 SQ. FT.

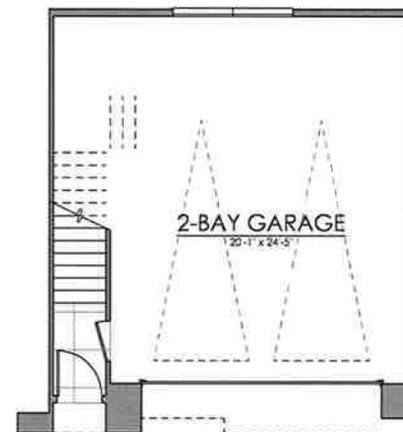
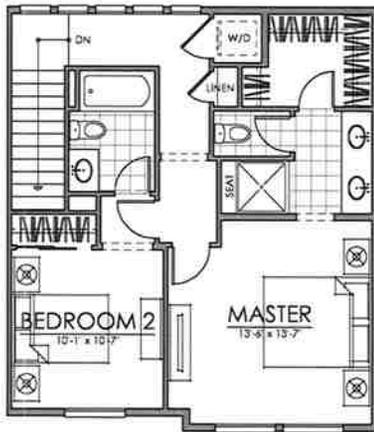
PLAN ONE | METRO TOWNS | 806 SQ. FT.
 LATITUDE | TOFFOLI INVESTMENTS, LLC.
 PLACENTIA, CALIFORNIA

02.10.21

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ATTACHMENT 3



FIRST FLOOR	89 SQ. FT.
SECOND FLOOR	581 SQ. FT.
THIRD FLOOR	626 SQ. FT.
TOTAL LIVING	1296 SQ. FT.

PLAN TWO | METRO TOWNS | 1296 SQ. FT.

LATITUDE | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

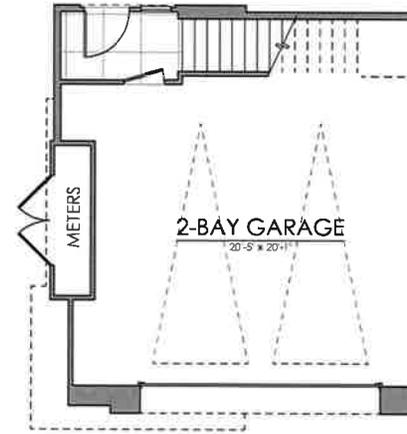
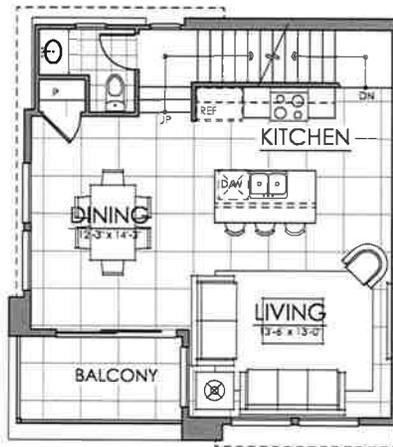
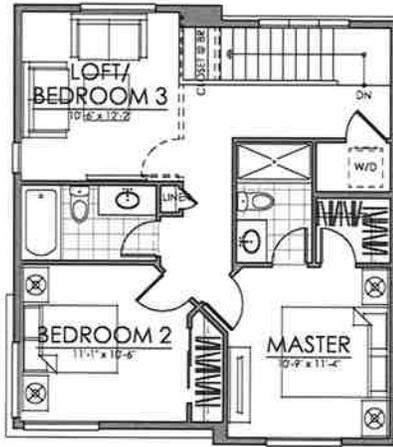
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ATTACHMENT 3



FIRST FLOOR	112 SQ. FT.
SECOND FLOOR	584 SQ. FT.
THIRD FLOOR	653 SQ. FT.
TOTAL LIVING	1349 SQ. FT.

02.10.21

PLAN THREE | METRO TOWNS - PASEO | 1349 SQ. FT.

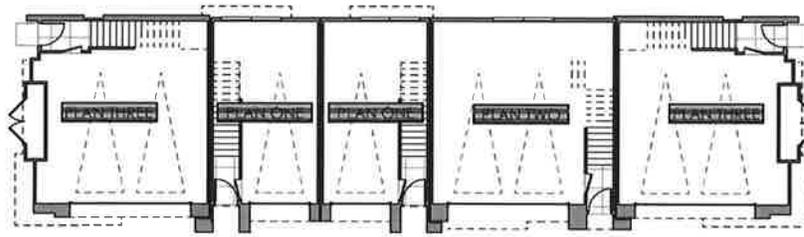
LATITUDE | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

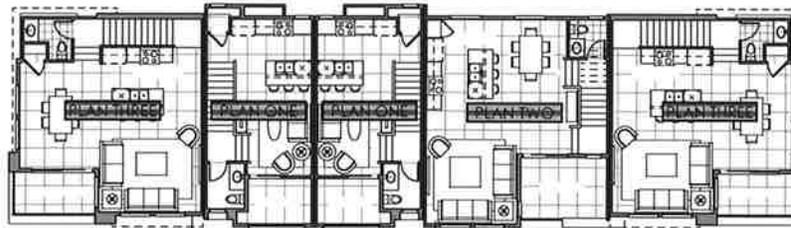
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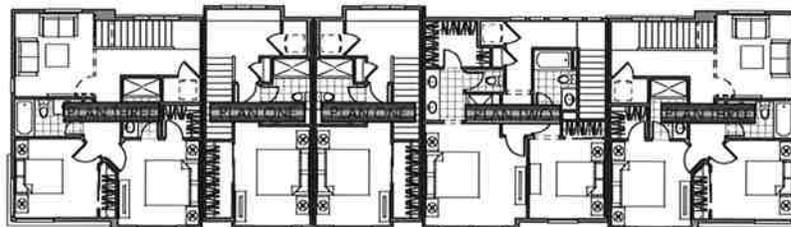
ATTACHMENT 3



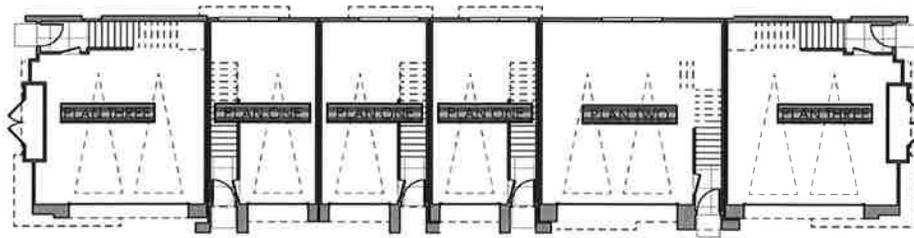
FLOOR ONE



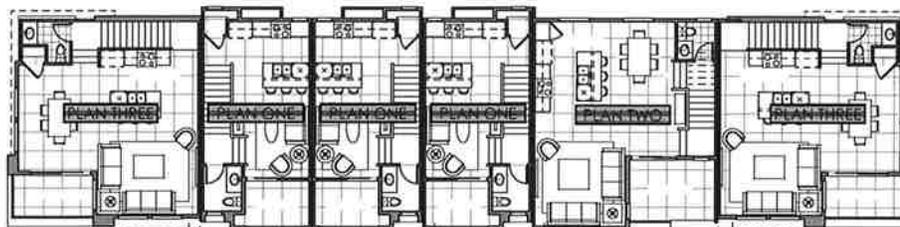
FLOOR TWO



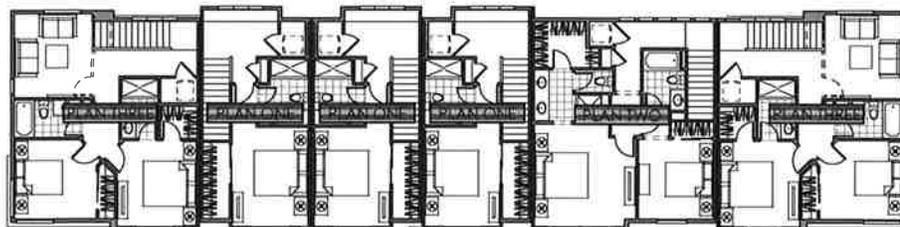
FLOOR THREE



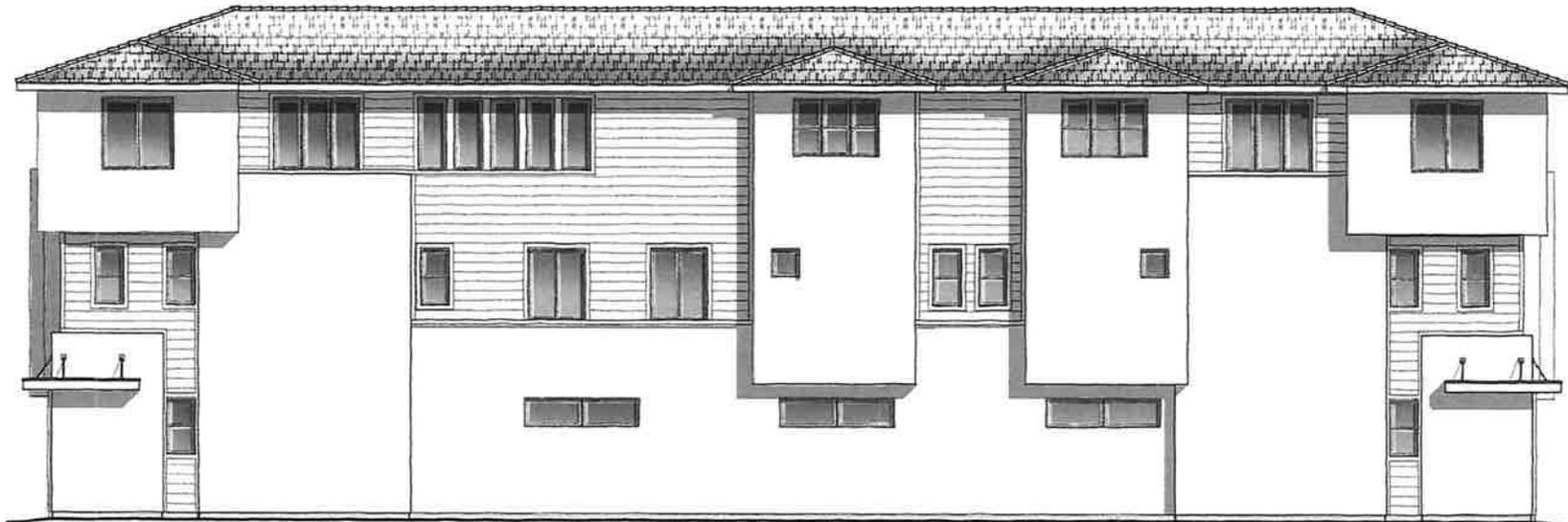
FLOOR ONE



FLOOR TWO



FLOOR THREE



REAR ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

5-UNIT METRO TOWNS - RAILROAD | ELEVATIONS

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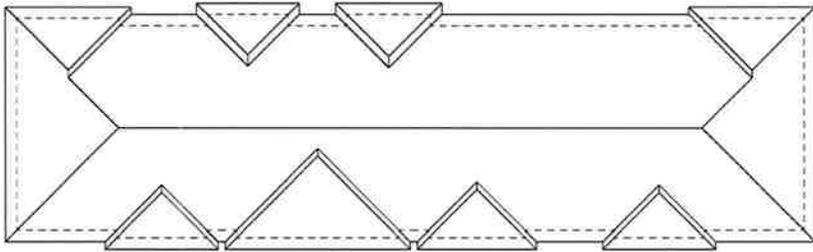
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vanita ana, ca 92705 / 949.553.8919



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

5-UNIT METRO TOWNS - RAILROAD | ELEVATIONS

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NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METH. CDS

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ATTACHMENT 3



REAR ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

6-UNIT METRO TOWNS - RAILROAD | ELEVATIONS

LATITUDE | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

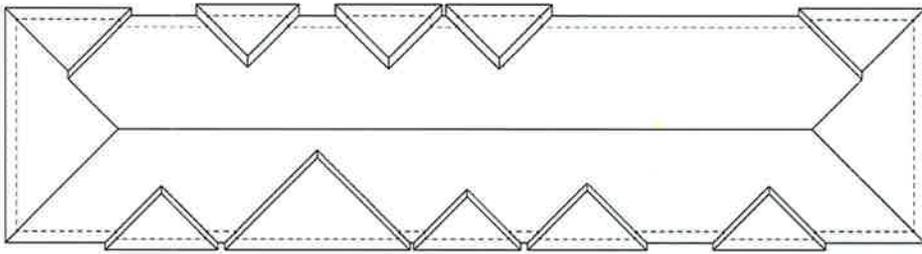
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california // 2943 pullman st, suite A
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ATTACHMENT 3



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

6-UNIT METRO TOWNS - RAILROAD | ELEVATIONS

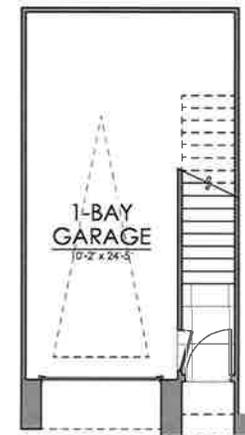
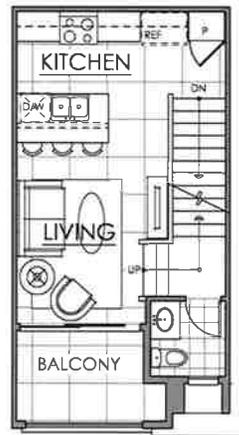
LATITUDE | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

NOTES: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS



ATTACHMENT 3



FIRST FLOOR	78 SQ. FT.
SECOND FLOOR	332 SQ. FT.
THIRD FLOOR	352 SQ. FT.
TOTAL LIVING	762 SQ. FT.

02.10.21

PLAN ONE | BACK-TO-BACK TOWNS | 762 SQ. FT.

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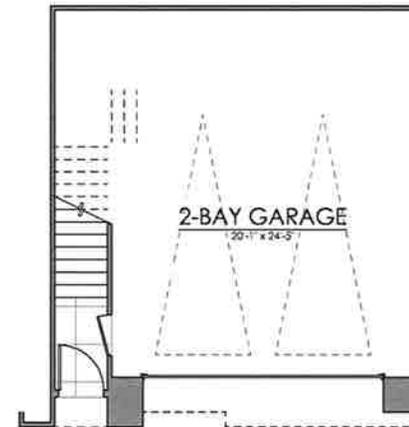
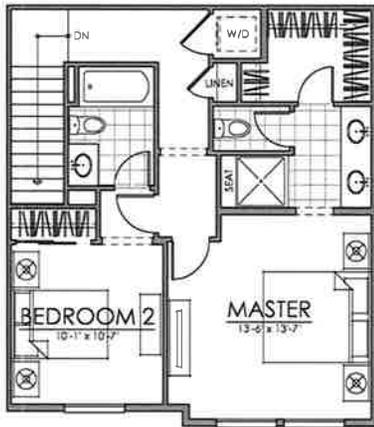
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ATTACHMENT 3



FIRST FLOOR	89 SQ. FT.
SECOND FLOOR	577 SQ. FT.
THIRD FLOOR	623 SQ. FT.
TOTAL LIVING	1289 SQ. FT.

02.10.21

PLAN TWO | BACK-TO-BACK TOWNS | 1289 SQ. FT.

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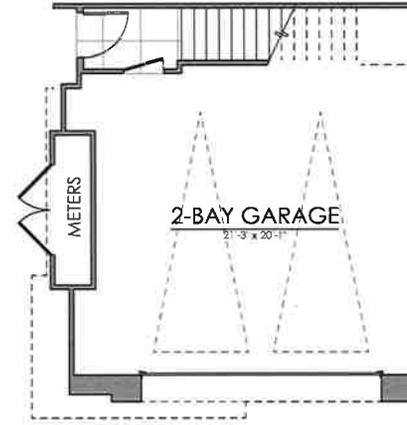
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ATTACHMENT 3



FIRST FLOOR	97 SQ. FT.
SECOND FLOOR	580 SQ. FT.
THIRD FLOOR	640 SQ. FT.
TOTAL LIVING	1317 SQ. FT.

02.10.21

PLAN THREE | BACK-TO-BACK TOWNS | 1317 SQ. FT.

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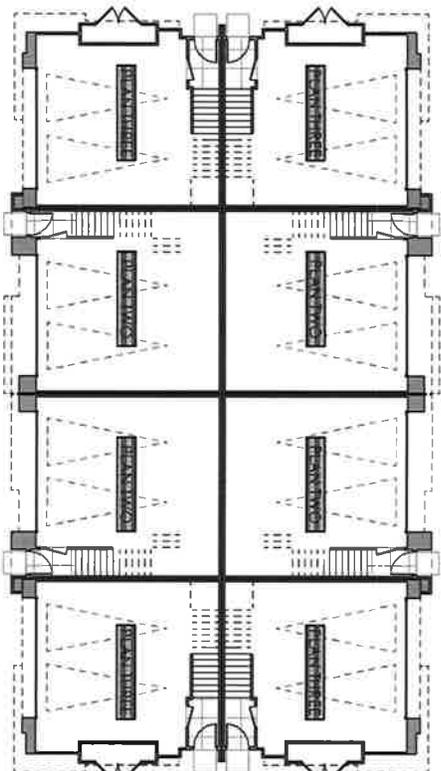
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NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

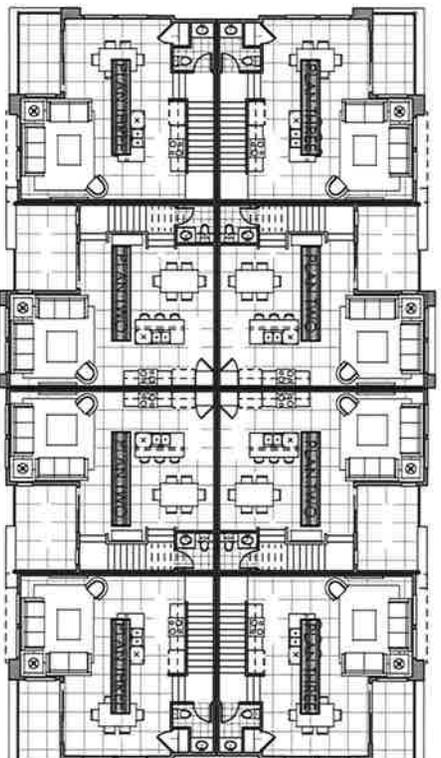
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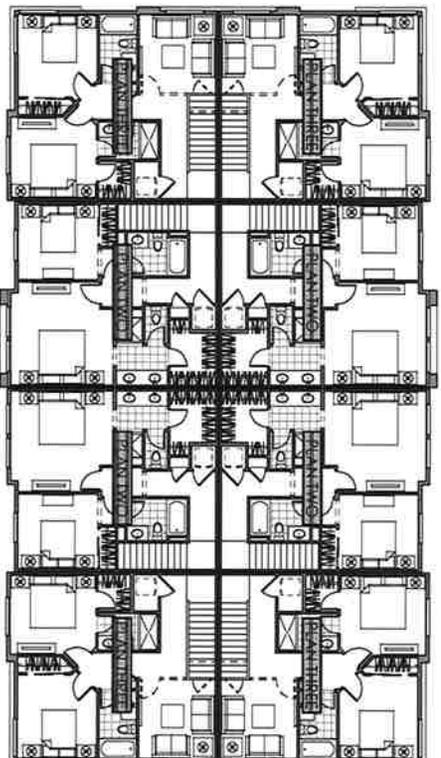
ATTACHMENT 3



FLOOR ONE



FLOOR TWO



FLOOR THREE

02.10.21

8-UNIT BACK TO BACK TOWNS

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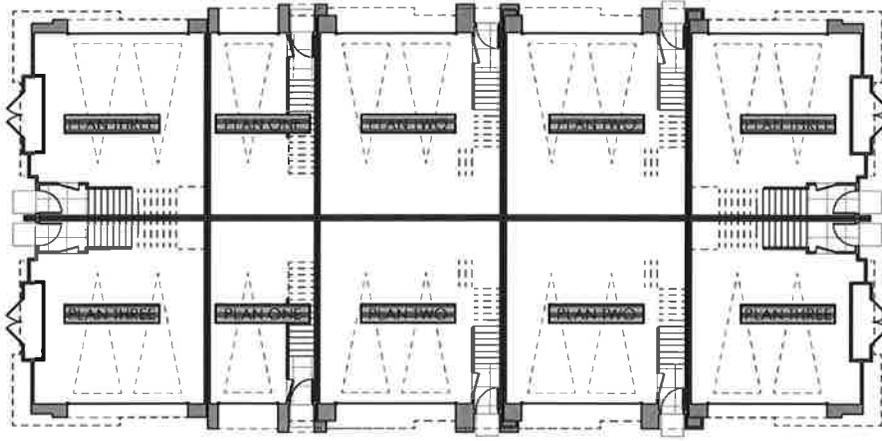
NOTE: SQUARE FOOTAGE MAY VARY BASED ON LOCAL JURISDICTIONS

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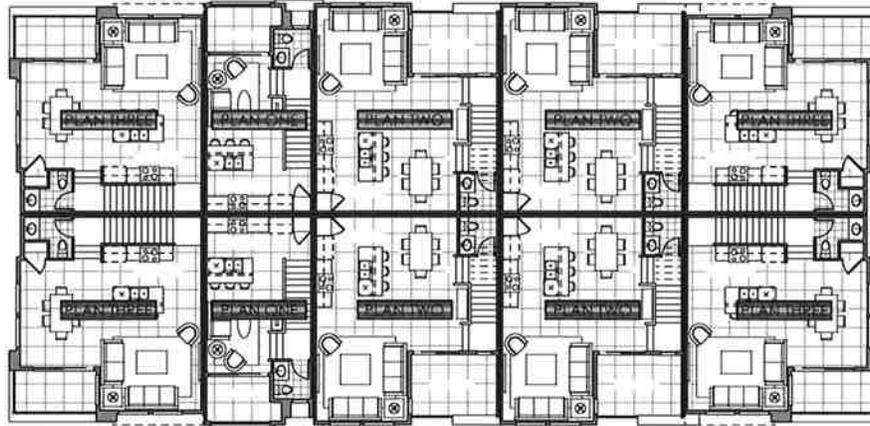
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www.woodleyarchitectural.com

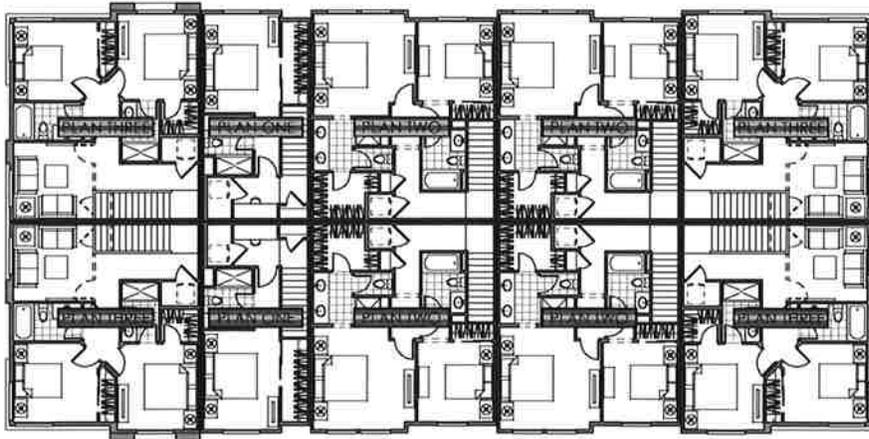
ATTACHMENT 3



FLOOR ONE



FLOOR TWO



FLOOR THREE



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

8-UNIT BACK TO BACK TOWNS | ELEVATIONS
 LATITUDE | TOFFOLI INVESTMENTS, LLC.
 PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

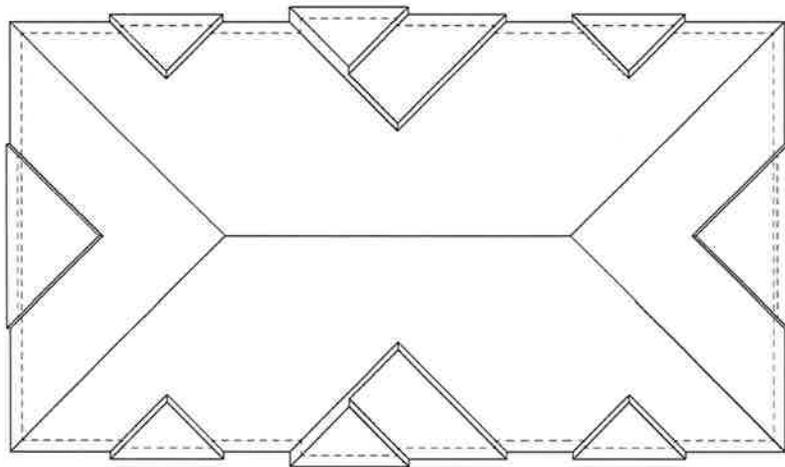
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SCALE: 1/4" = 1'-0"



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 california // 2943 pullman st. suite A
 san joaquin, ca 92705 / 949.553.0919

ATTACHMENT 3



ROOF PLAN

SCALE: 1/8" = 1'-0"

OVERALL HEIGHT



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

8-UNIT BACK TO BACK TOWNS | ELEVATIONS
 LATITUDE | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

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ATTACHMENT 3



FRONT & REAR ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

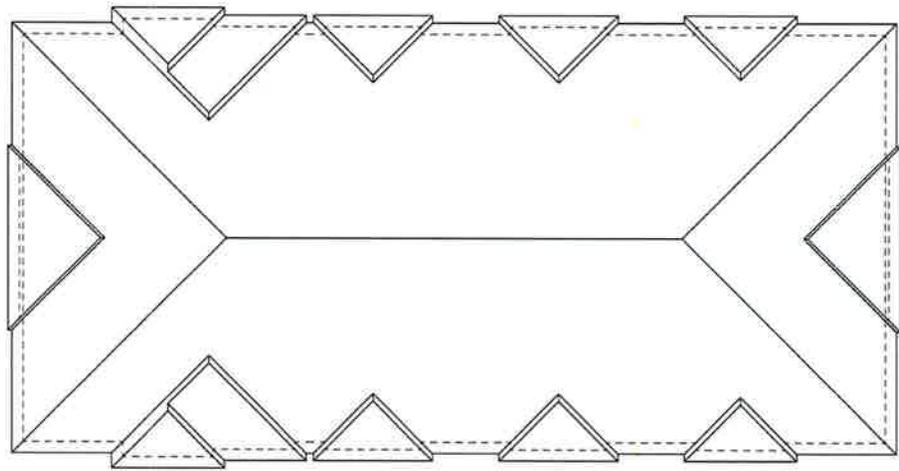
10-UNIT BACK TO BACK TOWNS | ELEVATIONS
 LATITUDE | TOFFOLI INVESTMENTS, LLC.
 PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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 california // 2943 pullman st. suite A
 santa ana, ca 92705 / 949 353 8919

ATTACHMENT 3



ROOF PLAN

SCALE: 1/8" = 1'-0" OVERALL HEIGHT



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

02.10.21

10-UNIT BACK TO BACK TOWNS | ELEVATIONS

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PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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 littleton, co 80120 / 303.683.7231
 california // 2943 pullman st. suite A
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ATTACHMENT 3



VAN BUREN & ORANGETHORPE | Preliminary Site Plan

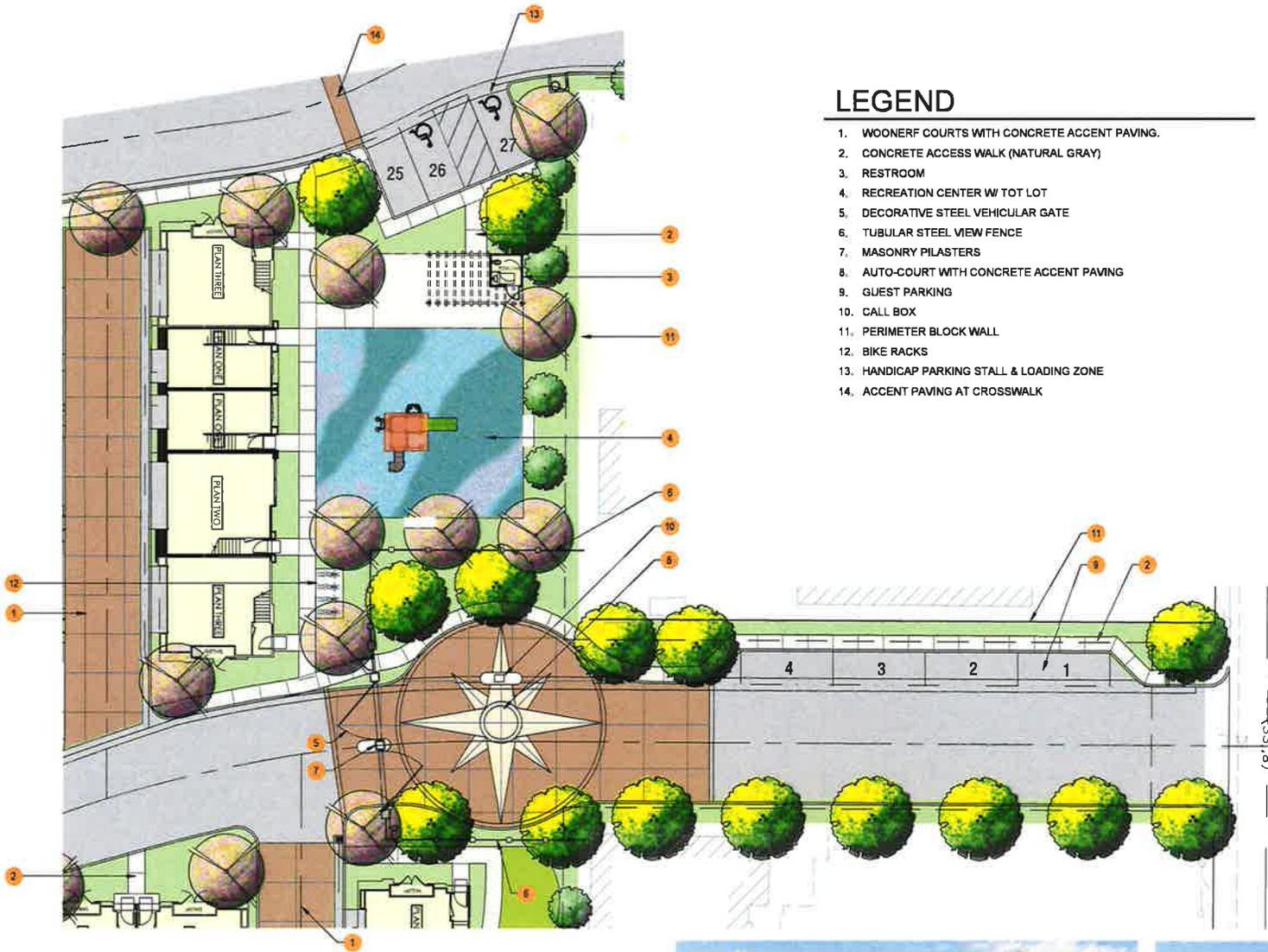
Toffoli Investments, LLC | 3 Hughes | Irvine, CA 92618 | September 30, 2020



SCALE: 1" = 30'-0"



SMITHSONIAN PARTNERS, INC.
2410 CALIFORNIA STREET, SUITE 100
DANFORTH, CA 92620
(949) 453-1111



MAIN GATE ENTRY AND RECREATION AREA

LEGEND

1. WOONERF COURTS WITH CONCRETE ACCENT PAVING.
2. CONCRETE ACCESS WALK (NATURAL GRAY)
3. RESTROOM
4. RECREATION CENTER W/ TOT LOT
5. DECORATIVE STEEL VEHICULAR GATE
6. TUBULAR STEEL VIEW FENCE
7. MASONRY PILASTERS
8. AUTO-COURT WITH CONCRETE ACCENT PAVING
9. GUEST PARKING
10. CALL BOX
11. PERIMETER BLOCK WALL
12. BIKE RACKS
13. HANDICAP PARKING STALL & LOADING ZONE
14. ACCENT PAVING AT CROSSWALK



ENTRY GATE CONCEPT



TOT LOT PLAY EQUIPMENT



RESTROOM BUILDING ELEVATIONS

VAN BUREN & ORANGETHORPE | Common Areas Enlargements

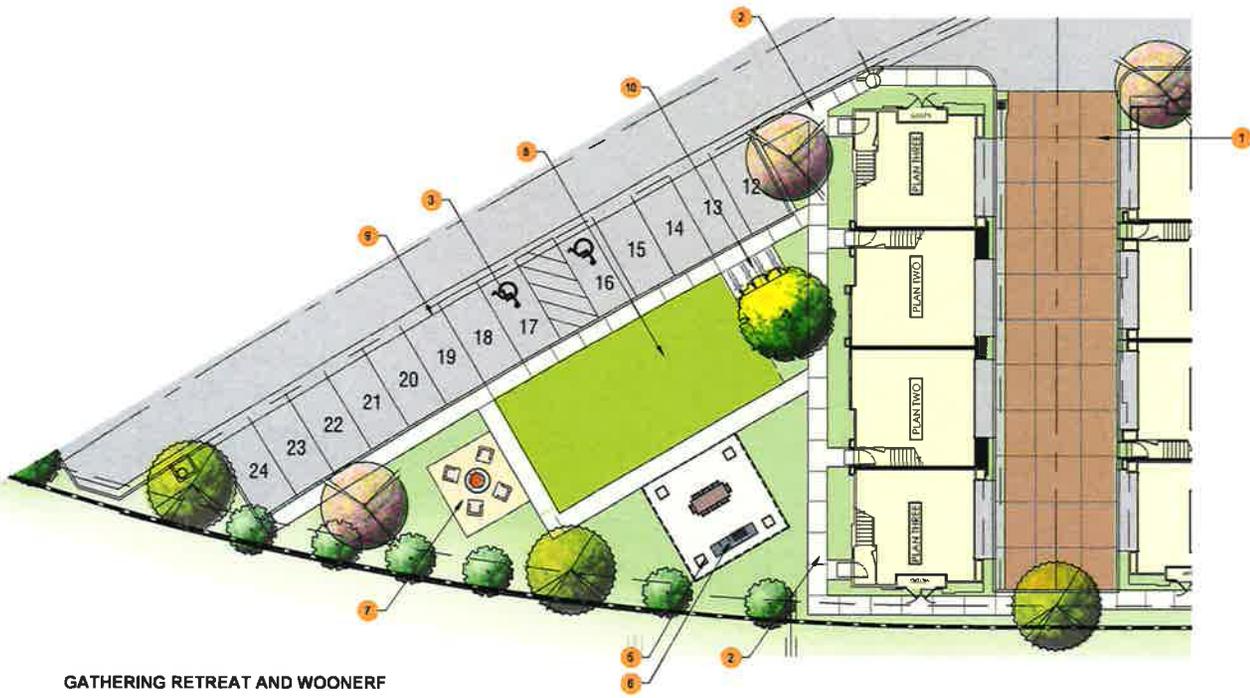
Toffoli Investments, LLC | 3 Hughes | Irvine, CA 92618 | September 30, 2020



SCALE: 1" = 10' - 0"



ENVIRONMENTAL DESIGN
SUSTAINABILITY & PERFORMANCE
4000 GARDEN VIEW BLVD, SUITE 200
DANA POINT, CA 92629
(949) 441-1111



GATHERING RETREAT AND WOONERF

LEGEND

1. WOONERF COURTS WITH CONCRETE ACCENT PAVING.
2. CONCRETE ACCESS WALK (NATURAL GRAY)
3. PARKING STALL
4. HANDICAP PARKING STALL & LOADING ZONE
5. OVERHEAD STRUCTURE
6. BBQ COUNTER
7. SEATING AREA WITH FIREBOWL IN DECOMPOSED GRANITE
8. TURF AREA
9. UNDERGROUND CISTERN SYSTEM - REFER TO CIVIL PLANS
10. BIKE RACKS
11. MAILBOX CLUSTER



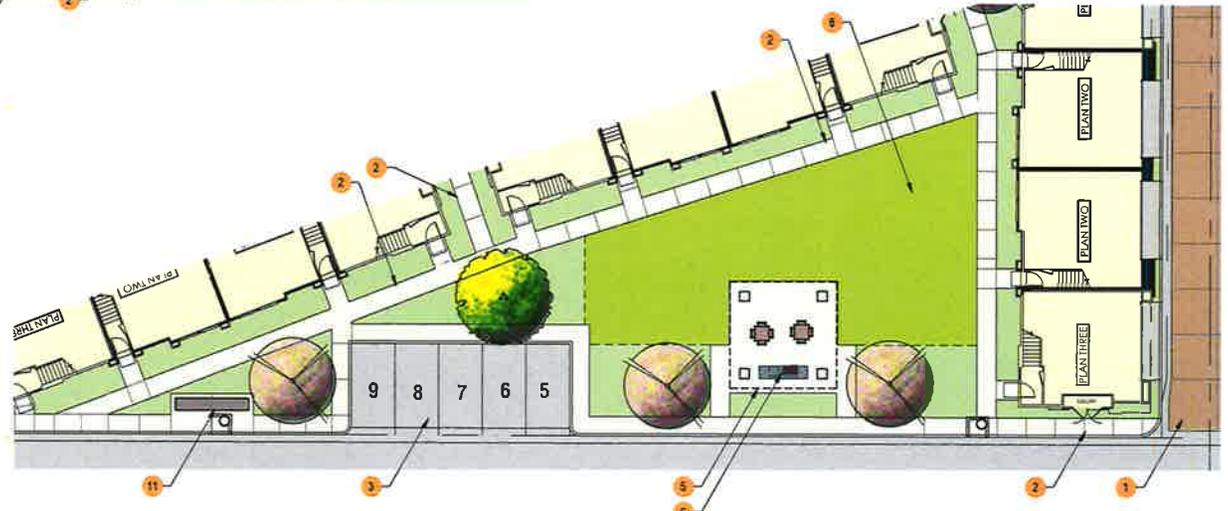
BIKE RACKS



OVERHEAD STRUCTURE



FIRE BOWL WITH DECOMPOSED GRANITE



PASSIVE RECREATION AREA

VAN BUREN & ORANGETHORPE | Common Areas Enlargements

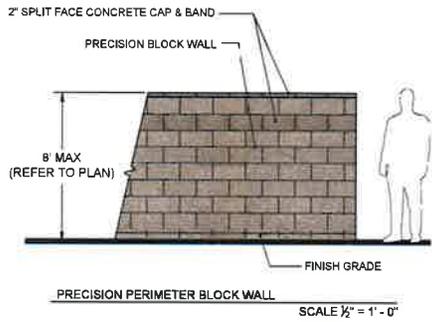
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SCALE 1" = 10' - 0"
0 10 20 30 40



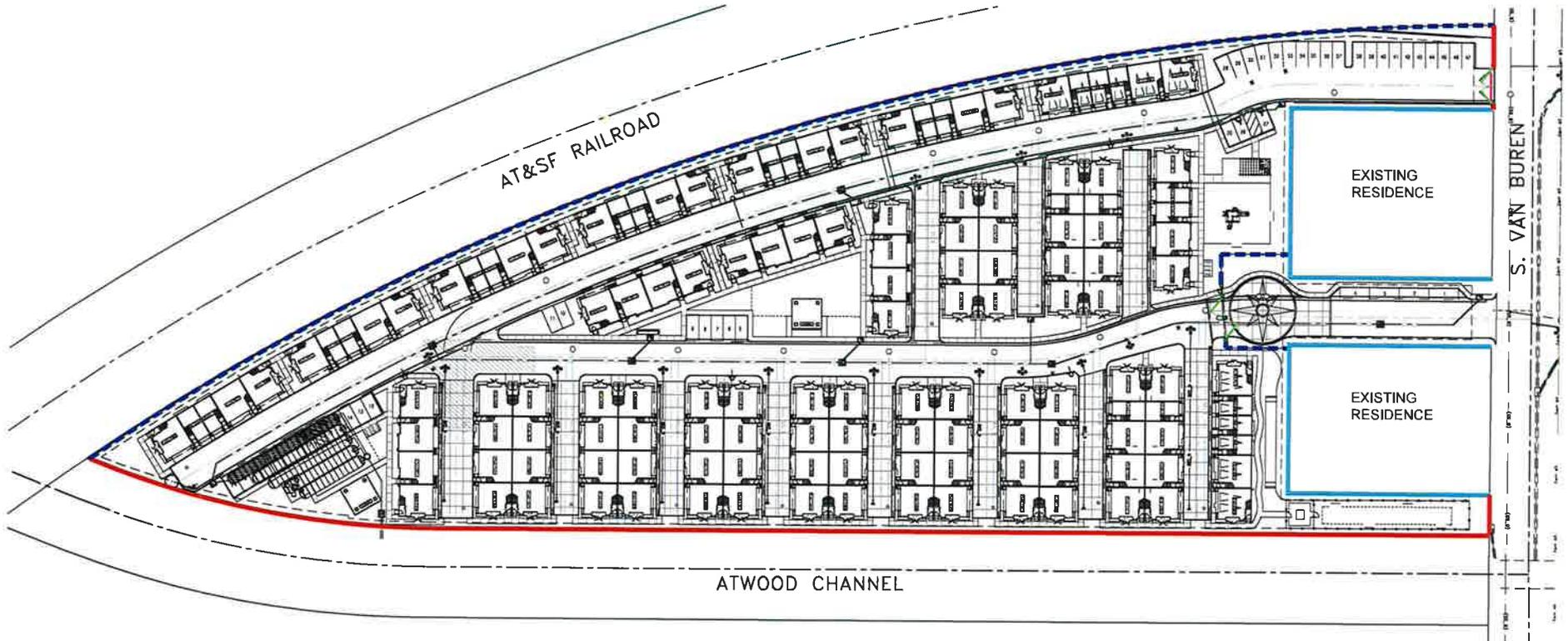
ARCHITECTURE & PLANNING, INC.
11111 COLONY HAVEN DRIVE, SUITE 300
DANFORTH, CA 92618
PHONE: 949-441-1141



OPTION 1: NATURAL GRAY



OPTION 2: SOURDOUGH



WALL & FENCE LEGEND	
	6'-0" HIGH PERIMETER COLORED PRECISION BLOCK WALL
	6'-0" HIGH PERIMETER COLORED PRECISION BLOCK WALL
	EXISTING FENCE TO REMAIN
	DECORATIVE STEEL VEHICULAR GATED SWA ACCESS GATE

VAN BUREN & ORANGETHORPE | Wall and Fence

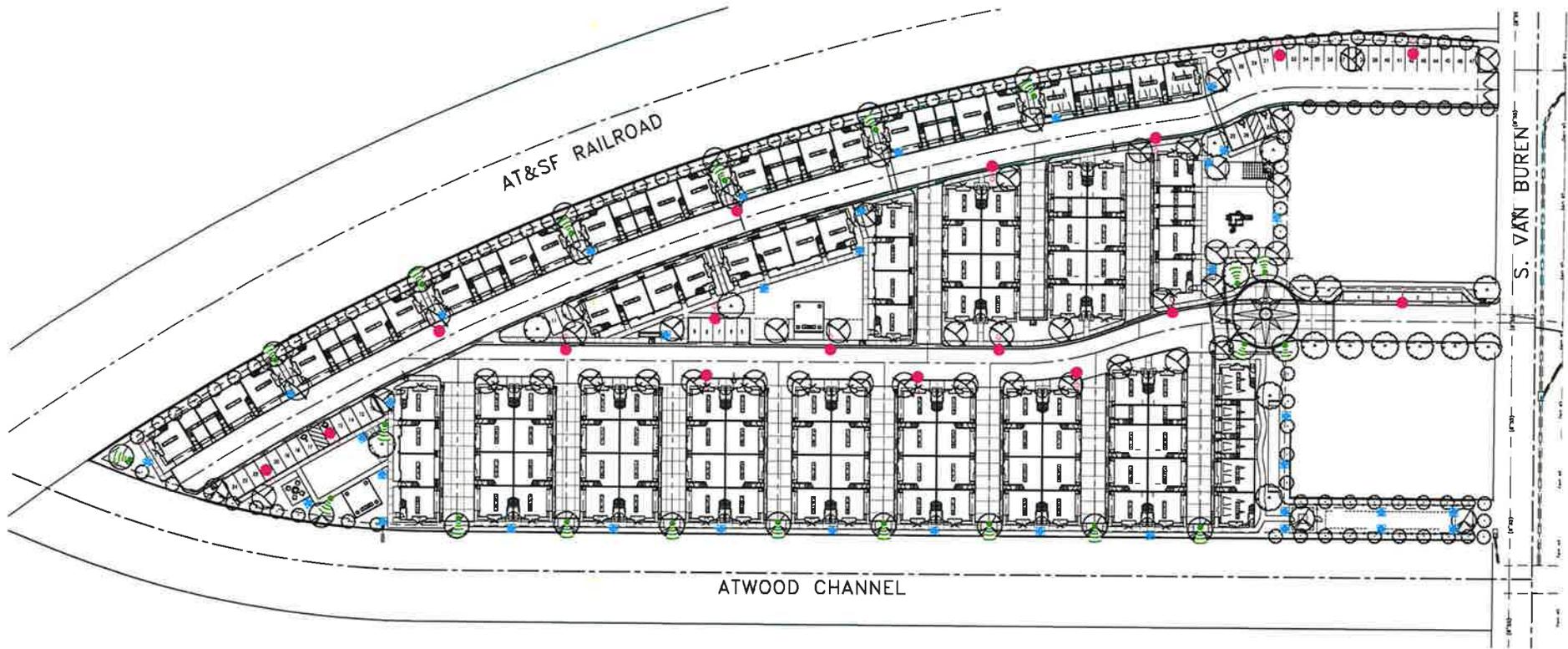
Toffoli Investments, LLC | 3 Hughes | Irvine, CA 92618 | October 6, 2020



SCALE: 1" = 30'-0"



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1875 CALIFORNIA AVENUE, SUITE 200
SAN ANTONIO, TEXAS 78202
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LIGHTING LEGEND	
	UP LIGHT
	BOLLARD LIGHT
	STREET LIGHTS

VAN BUREN & ORANGETHORPE | Conceptual Lighting

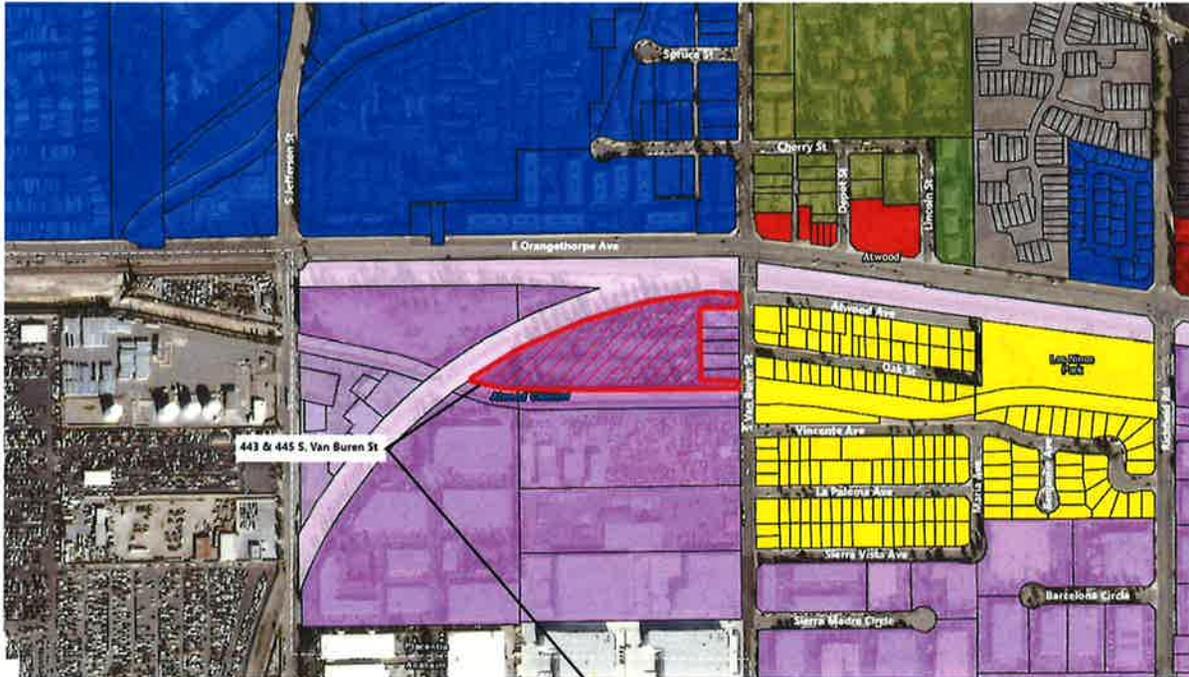
Toffoli Investments, LLC | 3 Hughes | Irvine, CA 92618 | September 30, 2020





ATTACHMENT B. VICINITY ZONING MAP

ZC 2018-01, DPR 2018-01, TTM 19104; 443 & 445 S. VAN BUREN STREET



Aerial A.

Zoning Code	
C-1	R-3
C-1 (O)	R-3 (O-1)
C-1 (O-1)	R-A
C-2	R-G
C-2-H65	R-G (O)
C-M	R-G(O) & C-1 (O)
C-O	RPC (O)
M	SP-1
M (O)	SP-2
M (PMD)	SP-3
PUD-1	SP-4
PUD-2	SP-5
PUD-2 (O)	SP-6 (O)
PUD-3	SP-7
PUD-3 (O)	SP-8
PUD-4	SP-9
R-1	SP-10
R-1 (MHP)	T-C
R-1 (O)	Old Town
R-2	TOD
R-2 (MHP)	N/A



Aerial B.



























**PLACENTIA PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING**

April 13, 2021

The regular meeting of the Placentia Planning Commission of April 13, 2021 was called to order at 6:32 p.m. in the City Council Chambers, 401 East Chapman Avenue, Placentia, by Chair Schaefer.

ROLL CALL:

PRESENT (VIDEO CONFERENCE): Commissioners Evans, Keller, Lee, Polichetti, Rocke, Perez

ABSENT: Lee

OTHERS PRESENT: Kathya Firlik, Assistant 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: Commissioner Keller

ORAL COMMUNICATIONS:

CONSENT CALENDAR:

- 1. Planning Commission Meeting Minutes – March 9, 2021**
Recommended Actions: Approve

Motion by Keller, second by Perez carried on a (6-0-1-0) vote to approve the recommended actions.

Ayes: Evans, Keller, Lee, Polichetti, Rocke, Perez
Noes: None
Absent: Lee
Abstain: None

REGULAR AGENDA:

PUBLIC HEARINGS:

Director of Development Services Joseph Lambert noted that he met with all the Commissioners prior to this meeting regarding the Public Hearing items on this agenda.

- Applicant: Kevin Coleman, representing Net Development Co.**
Project Location: 736 Richfield Road

Development Plan Review (DPR) 2021-01: A request for approval of a Development Plan Review to allow for the development of an improved 1.57-acre lot, resulting in the demolition of an existing 3,175-square foot building on the lot and the construction of a new two-story industrial building measuring approximately 36,966 square feet, in conjunction with various onsite hardscape and landscape improvements on property located within the M (Manufacturing) Zoning District, at 736 Richfield Road.

Recommended Actions: It is recommended that the Planning Commission take the following actions:

1. Open the public hearing concerning Development Plan Review (DPR) No. 2021-01; and
2. Receive the staff report and consider all public testimony; and
3. Close the public hearing; and
4. Adopt Resolution No. PC-2021-07, a Resolution of the Planning Commission of the City of Placentia, approving DPR 2021-01 and making findings to permit the development of an improved 1.57-acre lot, resulting in the demolition of an existing 3,175-square foot building and construction of a new two-story industrial building measuring approximately 36,966 square feet in conjunction with various onsite hardscape and landscape improvements on property located within the M (Manufacturing) Zoning District, at 736 Richfield Road; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

Chair Schaefer opened the public hearing.

Associate Planner Lesley Whittaker presented the staff report and provided an overview of the proposed project to the Commission.

Ms. Whittaker provided a project site plan, elevations, site zoning standards, and landscape plan.

Ms. Whittaker also provided the Commissioners with a brief background regarding the property owner, Jellco Container.

Senior Planner Andrew Gonzales answered Commissioner Evans' question regarding the compatibility of the proposed architectural design with the other buildings in the surrounding area.

Ms. Whittaker noted that no public comments were received for or against the proposed project.

The Applicant, Kevin Coleman, representing Net Development Co. provided an overview

of the proposed project plans and highlighted their other developments in surrounding cities.

The Applicant answered the Commissioners' questions regarding a Metropolitan Water District easement and their communication with the neighbors.

In response to questions from Chair Schaefer, the Applicant stated his understanding and acceptance of the Conditions of Approval for the Development Plan Review.

Chair Schaefer closed the public hearing.

Motion by Perez, second by Polichetti carried on a (6-0-1-0) vote to approve the recommended actions.

Ayes: Evans, Keller, Perez, Polichetti, Rocke, Schaefer
Noes: None
Absent: Lee
Abstain: None

2. Applicant: Toffoli Investments

Project Location: 443 & 455 S. Van Buren Street

Zone Change (ZC) 2018-01, Development Plan Review (DPR) 2018-01, and Tentative Tract Map (TTM) 19104:

A request for approval of a Zone Change, Development Plan Review, and Tentative Tract Map to develop a partially improved 5.6-gross acre lot for the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential town home units and associated hardscape and landscaping improvements that will be utilized for a private internal street system, outdoor parking, and pedestrian walkways, including landscaping for the property perimeter and passive and non-passive open space areas. The property is bordered by a 100-foot wide Burlington Northern and Santa Fe Railway (BNSF) right-of-way to the north, 70-foot wide Atwood Channel to the south, and S. Van Buren Street and four existing single-family residences to the east. Access to the site will be provided from S. Van Buren Street and said access will be directly across the street from the western terminus of Oak Street.

Recommended Actions: It is recommended that the Planning Commission take the following actions:

1. Open the public hearing concerning Zone Change No. ZC 2018-01, Development Plan Review No. DPR 2018-01, and Tentative Tract Map No. TTM 19104; and
2. Receive the Staff Report and consider all public testimony; and
3. Close the public hearing; and
4. Adopt Resolution No. PC-2021-09, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of

Placentia approve ZC 2018-01, DPR 2018-01, and TTM 19104, and making findings to change the existing Zoning District of the project site from Manufacturing (M) District and Oil Combining (O) Zoning District to High Density Residential (R-3) Zoning District to bring the zoning of the site into alignment with the updated General Plan High Density Residential land use designation, and permit the development of an approximately 5.6-gross acre lot for the construction of 22, three-story, multi-family buildings consisting of 139 for-sale residential townhome units and associated hardscape and landscape improvements within the proposed High Density Residential (R-3) Zoning District on property located at 443 and 455 S. Van Buren Street and recommending the adoption of Mitigated Negative Declaration No. MND 2020-01 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, noting that this item will also go before City Council for final approval at a noticed Public Hearing.

Mr. Gonzales recommended to the Commission that Mitigation Measure HAZ-6 should be amended to add language regarding Recognized Environmental Conditions – Oil Wells. This is based on consultation with the project CEQA consultant.

Mr. Gonzales provided a project site plan, unit floor plans, site zoning standards, architectural design, elevations, amenities, and CEQA determination.

Mr. Gonzales summarized the public comments and concerns received via email regarding spot zoning, and the proximity to a high pressure fuel line and railway.

Mr. Gonzales and Director of Development Services Joseph Lambert answered the Commissioner's questions regarding the contemplated selling price of the proposed units, the windows facing the railway, sound attenuation, possible hazardous waste from the previous business establishments, the adjacent pipeline and railway, the proposed trail system and dog park, the vacancy rate for existing developments that are adjacent to the railway, and the timeframe for site cleanup.

The Applicant, Alan Toffoli, and the Architect, Mike Woodley, presented a slide presentation of the proposed site plans and architectural designs of the project.

The Applicant answered Commissioner Rocke's questions regarding dust reduction during construction, electric vehicle charging regarding the project and the adjacent pipeline.

Placentia resident Eddie De La Torre expressed concerns regarding spot zoning, the adjacent pipeline and railway.

JoAnn Nau, 513 Van Buren, Placentia CA expressed concerns regarding the

possibility of the Home Owners Association adding a fence around the proposed dog park in the future, and the existing parking issue in the neighborhood.

Mr. Lambert and Mr. Gonzales addressed the public's concerns and clarified points regarding spot zoning, parking, and fencing around the proposed dog park.

In response to questions from Chair Schaefer, the Applicant stated his understanding and acceptance of the Conditions of Approval for the Zone Change, Development Plan Review, and Tentative Tract Map.

Chair Schaefer closed the public hearing.

Motion by Schaefer, second by Keller carried on a (6-0-1-0) vote to approve the recommended actions, with amendment to Mitigation Measure HAZ-6.

Ayes: Evans, Keller, Perez, Polichetti, Rocke, Schaefer
Noes: None
Absent: Lee
Abstain: None

3. **Applicant:** City of Placentia
Project Location: 1) 946, 950, 954, 958 Vista Avenue, 503 W. La Jolla Street, 2) 106 E. Santa Fe Court, 3) 1470 S. Placentia Avenue, 4) 1952, 1958 E. Veterans Way, 2006, 2018 E. Lakeview Loop, 601, 613, 625 S. Lakeview Avenue, 5) 735 W. Orangethorpe Avenue, 6) 132-150 E. Crowther Avenue, and 7) 431, 437, 455, 503, 513 S. Van Buren Street

General Plan Amendment (GPA) 2021-01 and Zone Change (ZC) 2021-01: A request for approval of a General Plan Amendment to change the existing land use designation of project areas 1,3, and 6 above in order to "clean-up" inconsistencies found on the General Plan Land Use map that were not captured or were mistakenly mislabeled during the 2019 General Plan Update. The City also proposes a ZC to change the zoning district of project areas 2,3,4,5, and 7 above in order to make the zoning designation of the project areas consistent with the 2019 General Plan Land Use designation.

Recommended Actions: It is recommended that the Planning Commission take the following actions:

1. Open the public hearing concerning General Plan Amendment (GPA) 2021-01 and Zone Change (ZC) 2021-01; and
2. Receive the staff report and consider all public testimony; and
3. Close the public hearing; and
4. Adopt Resolution No. PC-2021-08, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of

Placentia approve GPA 2021-01 and ZC 2021-01; and recommending the adoption of a “finding of consistency” regarding project area location Nos. 1, 2, 4, 5, 6, 7 identified above pursuant to Sections 15168 and 15162 of the State CEQA Guidelines, and recommending adoption of a “Common Sense” Statutory Exemption regarding project area location No. 3, identified above pursuant to the “Common Sense” exemption under Section 15061 (b) (3) of the State CEQA Guidelines and the City of Placentia Environmental Guidelines.

Chair Schaefer opened the public hearing.

Assistant Planner Arlen Beck presented the staff report and provided an overview of the proposal to the Commission.

Mr. Beck discussed the proposed mapping corrections and zoning changes for each of the 7 project areas.

Mr. Beck and Development Services Director Joseph Lambert answered the Commissioners’ questions regarding the contemplated Zoning and General Plan designations for Project Area 1, Project Areas 2 and 3, and the proposed trail adjacent to Project Area 4.

Chair Schaefer closed the public hearing.

Motion by Rocke, second by Keller carried on a (6-0-1-0) vote to approve the recommended actions.

Ayes: Evans, Keller, Perez, Polichetti, Rocke, Schaefer
Noes: None
Absent: Lee
Abstain: None

OLD BUSINESS:

NEW BUSINESS:

DEVELOPMENT REPORT:

Mr. Lambert provided updates regarding JPI, The Herald, Shea Homes, Brandywine Homes, the Audi Dealership, and Village Plaza Phase 2.

DIRECTOR’S REPORT:

PLANNING COMMISSION REQUESTS:

ADJOURNMENT:

Chair Schaefer closed the Planning Commission Regular Meeting at 8:54 p.m. to the regular meeting of Tuesday, May 11, 2021 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

Andrew Gonzales

From: Sylvia Minjares
Sent: Tuesday, April 13, 2021 5:34 PM
To: Christine Schaefer; Claudia Keller; F Perez; npolichetti@gmail.com; Brandon Evans; Matt Rocke; delee@uei.com
Cc: Andrew Gonzales; Joseph Lambert
Subject: FW: Planning commission public comments

Commissioners,

Please see letter received regarding Public Hearing Item 2.

Thank you,

Sylvia Minjares | Office Assistant | Development Services Department City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870 a (714) 993-8268 | 📠 (714) 528-4640 | sminjares@placentia.org

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-----Original Message-----

From: Roadrunner <edelatorre@roadrunner.com>
Sent: Tuesday, April 13, 2021 5:25 PM
To: Sylvia Minjares <sminjares@placentia.org>
Cc: Yamaguchi, Jeremy <jyamaguchi@placentia.org>; Craig Green <cgreen@placentia.org>
Subject: Planning commission public comments

I would like to submit my opposition to item #2 for tonight's planning commission meeting. The spot zoning of these parcels are being conducted based on the applicants submittal. The city should be forward thinking in its approach to land use. This parcel is not conducive to the designation of R3 and would have a negative impact on the surrounding R1 neighborhood to the east. The Atwood neighborhood has seen a recent increase in development of vacant parcels and this project is not a catalyst to any future development.

The other problem with this proposed development is the location adjacent to a high pressure fuel line and proximity to two rail lines. One rail line is primarily a commuter line and the second is a freight corridor. I would be supportive of a less dense development that takes the surrounding area into consideration. I would prefer to speak at the planning commission meeting but due to Covid restrictions, I am under the impression that this is not currently possible. I thank you for your consideration.

Eddie De La Torre



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 20, 2021

SUBJECT: **CONTINUED ITEM - STUDY SESSION: 2020 SEWER COST RECOVERY FEE RATE STUDY**

FISCAL

IMPACT: There is no immediate fiscal impact associated with this Study Session. Based upon City Council policy direction Staff will finalize any proposed sewer rate cost recovery adjustments and return to the City Council on May 4, 2021, to schedule the public hearing and Proposition 218 process to formally adjust the City's sewer rates.

SUMMARY:

The Public Works Department is charged with administering the City's Sewer Maintenance Enterprise Fund ("Fund"). During the last two fiscal year reviews of the City's Comprehensive Annual Financial Report (CAFR), the City's Financial Audit Oversight Committee ("Committee") has noted that the Fund has a structural deficit. The Committee also noted that actions should be taken by the City to ensure there are sufficient funds to properly administer the City's sewer system. In 2018, the City completed a Sewer Master Plan "(Master Plan)" under a contract with Dudek Corporation. Subsequently the City contracted with SCI Consulting Services ("SCI") to prepare a Sewer Cost Recovery Fee Rate Study ("Study"). The previous sewer rate study was completed in 2005 and there have been no adjustments or updates to the original sewer rate fee since that time.

On March 16, 2021, the City Council initiated a Study Session on the Study and continued the item to the April 20, 2021 City Council regular Meeting to allow more time for Staff to provide further information on the proposed rates.

RECOMMENDATION:

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

1. Receive and file the Staff report and presentation; and
2. Ask any questions of Staff; and
3. Provide Staff with policy direction relative to the 2020 Sewer Cost Recovery Fee Study and any potential adjustments to the City's existing sewer rate; and

3. a.
April 20, 2021

4. Direct Staff to return to the May 4, 2021 City Council meeting to formally adopt a resolution setting the public hearing date to consider formally adopting increased sewer collection rates and adopting a resolution outlining the procedures for establishing and increasing property related fees and charges under Proposition 218.

DISCUSSION:

On March 16, 2021, the City Council held a Study Session to review a Staff report and presentation on the background and analysis relative to a potential increase to the City’s existing sewer collection rates based upon the recently completed Master Plan and Study. The City Council voted to continue the Study Session to the April 20, 2021 City Council meeting and requested additional information from Staff regarding the City’s existing sewer fee structure and rate methodology.

City’s Existing Sewer Maintenance Fee

On April 26, 2002, the Santa Ana Regional Water Quality Control Board (“RWQCB”) issued Board Order (“Order”) No. R8-2002-0014, which prohibited the discharge of untreated sewage to any surface water storm or drainage system. This Order included numerous provisions, including the requirement for every agency to prepare a Sewer System Management Plan (SSMP) to address all requirements of the Order by September 30, 2005. In 2005, the City adopted a sanitary sewer fee ordinance and established the Fund to meet the increased costs and comply with regulations adopted by the Santa Ana RWQCB. Below is the City’s existing sewer maintenance fee schedule:

User Class	Unit Fee per CCF*
Single-Family Residential	\$0.35
Multi-Family Residential	\$0.39
Commercial	\$0.37
Industrial	\$0.37
Institutional	\$0.25
Government and Public	\$0.35

** Note: CCF is an abbreviation for cubic feet of water, which is a normal unit of measure for water consumption in the Orange County area. One “CCF” of water is equal to 748 gallons.*

2005 Sanitary Service Fee Report and Methodology Analysis

The City conducted a Sanitary Service Fee Report to review the needs of the sanitary system in light of the new regulatory requirements and established rates for the management, maintenance, and operations of the sanitary sewer collection system. The City reviewed a wide variety of rate methods in consideration of the requirements including:

- A flat fee – a fixed amount to be charged to any user of the sanitary system. This could include a variation to allow different amounts to be charged to different types of customers (i.e., residential or commercial).
- A fee based upon the square foot area of the building or lot for the building/property connected to the sanitary system.

- A fee based upon the number of fixtures (sinks, toilets, urinals, bathtubs, showers, etc.) connected to the sanitary system at each property.
- A fee based upon the number of residents/occupants or number of customers served at each property connected to the sanitary system.
- A fee based upon the amount of wastewater contributed by each property connected to the sanitary system.

The report concluded that a fee based upon amount of wastewater contributed by each property connected to the system was most appropriate for the City.

The 2005 sewer fee structure was developed to represent each user's impact on the sewer system and account for changes in property usage, connected fixtures, changes of occupancy and conservation efforts by users. The actual amount of wastewater entering the sanitary system is not metered and would not be a cost-effective solution. Alternatively, the amount of wastewater (in almost all cases) is directly related to the amount of potable water entering the property. To make a domestic water use rate structure more equitable, all users were grouped into distinct categories with a rate assigned to each category. The variations in these rates were based upon established engineering hydraulic design criteria that has determined the amount of wastewater returned into the sewer system is proportionate to the amount of water consumed and that this proportion varies by the type of user.

These proportions are known as "discharge factors." The City analyzed water consumption data for every customer connected to the City's sanitary system, over a two-year period. This data was provided by the Yorba Water Linda Water District (YWLD) and Golden State Water Company (GSWC) who provide the water utility service in Placentia. This consumption data was categorized according to six customer classes. From this consumption data, estimated "discharge factors" were calculated for each customer class (as a ratio of winter usage to non-winter usage) as depicted in the formula below:

$$\text{Discharge Factor} = \frac{\text{Average Water Consumption December - March}}{\text{Average Water Consumption April - March}}$$

The calculated "discharge factors" by customer class are as follows:

User Class	Discharge Factor
Single-Family Residential	75%
Multi-Family Residential	85%
Commercial	80%
Industrial	80%
Institutional	55%
Government and Public	75%

These discharge factors represented the approximate amount by each user class that is returned (or discharges) to the City's sewer collection system. For example, the discharge factor for single-family homes assumes that 75% of all the water that goes into a home comes back out in the form of wastewater into the sewer system. The remaining 25% is assumed to be used for irrigation and other outdoor uses. The rate established for a single-family residence was reflective of the fact that the typical single-family residence returns a lower percentage of water consumed to the sanitary sewer system than a multi-family residence because a larger percentage of the water delivered to a single-family residence is typically utilized for irrigation and other outside uses than multi-family properties. The typical multi-family residence generally has a reduced outside irrigation need so, although the total amount of water consumed in an apartment or condominium is typically lower, a higher percentage is returned to the sanitary sewer system. Likewise, the typical commercial or industrial account typically has less outside water usage than an apartment building thus returning a higher percentage to the sanitary sewer system. These categories are based upon typical industry-accepted water use patterns.

2020 Sewer Cost Recovery Fee Rate Study

In addition to regulatory compliance, to adequately maintain and operate the sewer collection system ensuring the system functions properly and preventing sewage spills, the City must develop and regularly update a financial plan for the Sewer Maintenance Enterprise Fund to meet operation and maintenance costs and fund necessary capital improvements. The City has not adjusted the sanitary sewer fee rates since March 2005 even though the costs associated with maintaining the City's sewer system continue to rise. In 2019, the City contracted with SCI Consulting to conduct a cost recovery study of the City's Sewer Maintenance Enterprise Fund.

The Study includes a five-year financial plan and cost of service analysis as well as development of sanitation rates. The analysis reviewed the current rate structure in determining needed adjustments for the next five (5) years. The study includes the following findings:

- The City's current sewer service rates provide a minimal amount of funding to provide for basic maintenance of the sewer system.
- The rates do not provide any funding for capital improvements and system repairs.
- The rates have not been adjusted since March 2005; since that time, the cumulative annual price change has increased by a factor of 37.2% and revenues have not kept pace with the capital needs of the system.

The Study recommends the implementation of an updated sewer service fee structure that includes two separate fees: maintenance fee and capital fee. The maintenance fee will fund operating and maintenance costs of the sewer system. The capital fee will fund sewer replacement, rehabilitation, and capacity enhancement improvements through a series of capital projects that are necessary to replace and upgrade the sewer system. The capital rate was developed utilizing the City's Sewer Master Plan. The Sewer Master Plan prepared by Dudek in 2018 identified over \$13 million in needed rehabilitation and capacity improvement projects. There is currently no dedicated funding source for these recommended capital improvements.

The proposed fee structure will continue to be based on water consumption per user category and charged on a per cubic foot (CCF) unit. To properly allocate costs to each customer class,

the City's consultant estimated the discharge factors and sewer flow for each class using water consumption data provided by GSWC and YLWD from 2016-2019. The discharge factors for Single-Family Residential, Multi-Family Residential, Institutional, and Government/Public customers remained consistent with the discharged factors calculated from the 2005 study. The current Study recommends a discharge factor of 100% for Commercial and Industrial customers since these customers typically have minimal landscape irrigation or outdoor watering needs. The data suggests that outdoor water use for these classes is minimal since annualized winter use for these classes nearly equals their actual yearly use, thus their return to sewer factor is nearly 100%.

The following table provides a summary and breakdown of the proposed sewer fee rates for FY 2021-22:

User Class Current Rate (Per CCF)		Proposed Rates for FY 2021-22		
		Sewer Maintenance Fee (Per CCF)	Sewer Capital Fee (Per CCF)	Total Proposed Rates (Per CCF)
Single-Family Residential	\$0.35	\$0.32	\$ 0.40	\$0.72
Multi-Family Residential	\$0.39	\$0.36	\$0.46	\$0.82
Commercial	\$0.37	\$0.42	\$0.46	\$0.96
Industrial	\$0.37	\$0.42	\$0.54	\$0.96
Institutional	\$0.25	\$0.23	\$0.30	\$0.53
Government and Public	\$0.35	\$0.32	\$0.40	\$0.72

The aforementioned information was presented to the City Council Sewer Utility, Refuse, and Recycling Ad-Hoc Committee ("SURR Committee") at their February 24, 2021 meeting. Staff presented the detailed findings of the Master Plan and Study and proposed an updated sewer rate structure. Upon a thorough review, the Committee provided Staff direction and recommended that the Study rates be forwarded to the full City Council for consideration.

NEXT STEPS:

Based upon City Council input and policy direction, Staff will implement any changes requested and will return to the City Council on May 4, 2021, to initiate the public hearing and Proposition 218 process to adjust the fees. The provisions of Proposition 218 set forth in Article XIII D of the California Constitution provide that certain types of "Property Related Fees" are subject to a "majority protest" process. If approved, official notices would be mailed to all property owners. The public protest hearing would be held and, if less than a majority of property owners file protests, the Council could then take action to adopt the new service fee. If approved, the fee takes effect 30 days after the second reading of the ordinance.

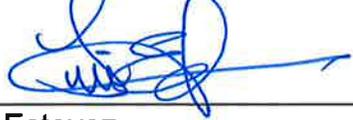
FISCAL IMPACT:

There is no immediate fiscal impact associated with this Study Session. Based upon City Council policy direction, Staff will finalize any proposed sewer rate adjustments and return to the City Council on May 4, 2021 to set the public hearing date and initiate the Proposition 218 process.

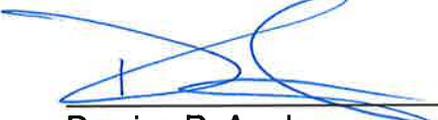
Prepared by:


Elsa Robinson
Management Analyst

Reviewed and approved:


Luis Estevez
Deputy City Administrator

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachments:

1. 2020 Sewer Cost Recovery Rate Study PowerPoint Presentation
2. Overview of the Draft 2020 Sewer Rate Study
3. 2005 Sanitary Service Fee Report



City of Placentia

**CONTINUED ITEM - STUDY SESSION:
2020 SEWER COST RECOVERY FEE RATE STUDY**

**CITY COUNCIL
APRIL 20, 2021**

ATTACHMENT 1

Background

- On March 16, 2021, the City Council held a Study Session to review and discuss the 2020 Sewer Cost Recovery Fee Rate Study.
- The City Council voted (5-0) to continue the item to the April 20, 2021 City Council Regular Meeting and directed staff to provide additional information on the following:
 - 2005 Sewer Fee Rate Model
 - 2020 Sewer Fee Rate Model
 - Calculation of Discharge Factor per user category
 - Personnel Allocation for the Sewer Enterprise Fund



Existing Sewer Maintenance Fee

- Established in 2005 via O-2005-04 (Chapter 5.24 of Municipal Code)
- Funds the operation and maintenance of City's sewer system
- Variable fee based upon domestic water consumption
- Subject to Prop 218
- **Fee has not been increased since 2005**

User Class	Sanitary Sewer Fee per CCF (100 cubic ft.)
Single-Family Residential	\$0.35
Multi-Family Residential	\$0.39
Commercial	\$0.37
Industrial	\$0.37
Institutional	\$0.25
Government & Public	\$0.35



2005 Sewer Fee Study

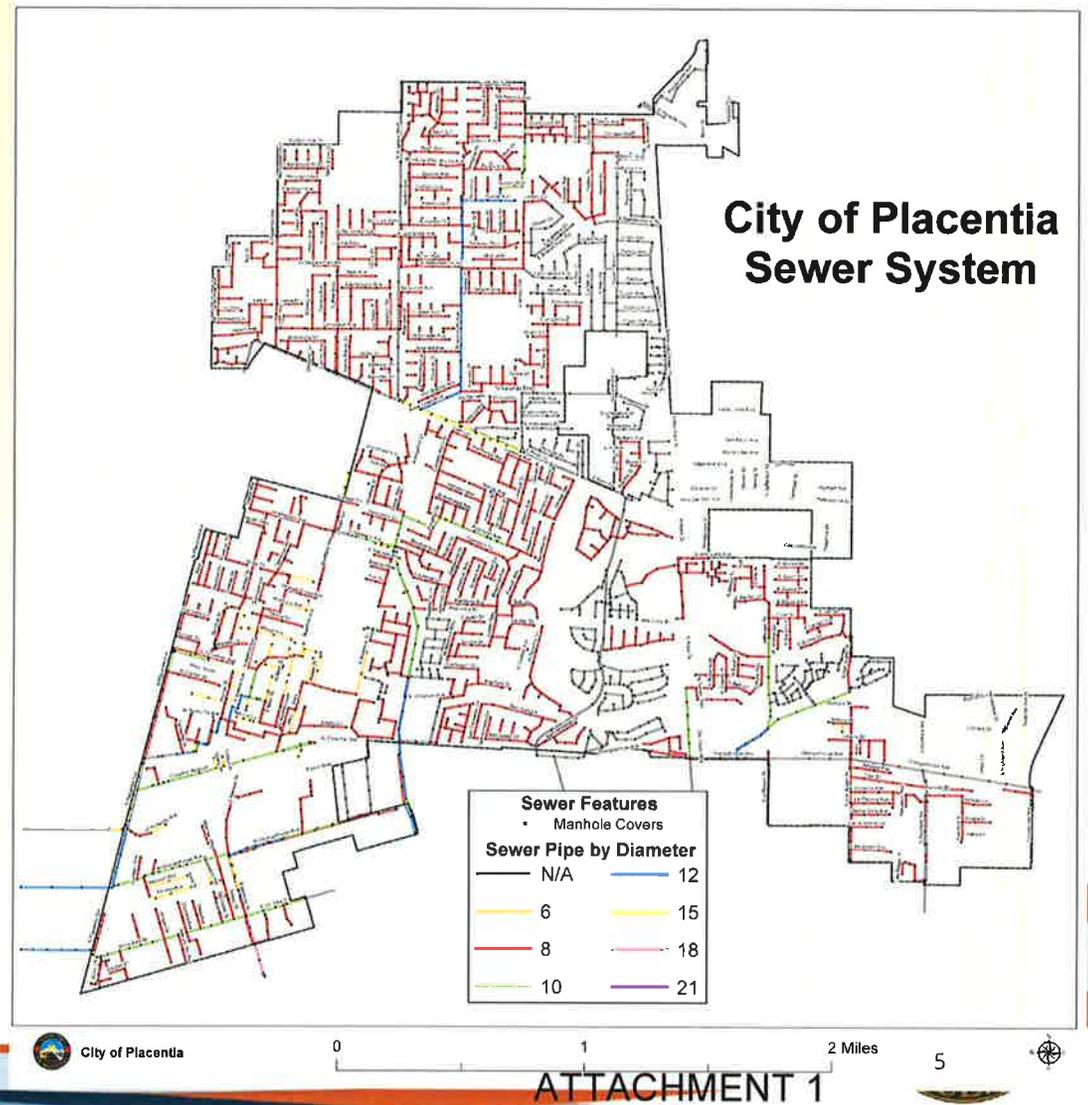
- New Sewer Collection Fee created Enterprise Fund and a revenue stream for an initial three-year period

- Rates included revenue requirements for capital improvements
 - Fund a Sanitary Sewer System Master Plan Update
 - Fund near-term sewer system repair and replacement projects
 - Fund anticipated debt service for financing of future sewer system CIP projects

- Regulatory requirements from the State Water Resources Control Board further created the need for a Sewer Enterprise Fund



Map of City's Sewer System



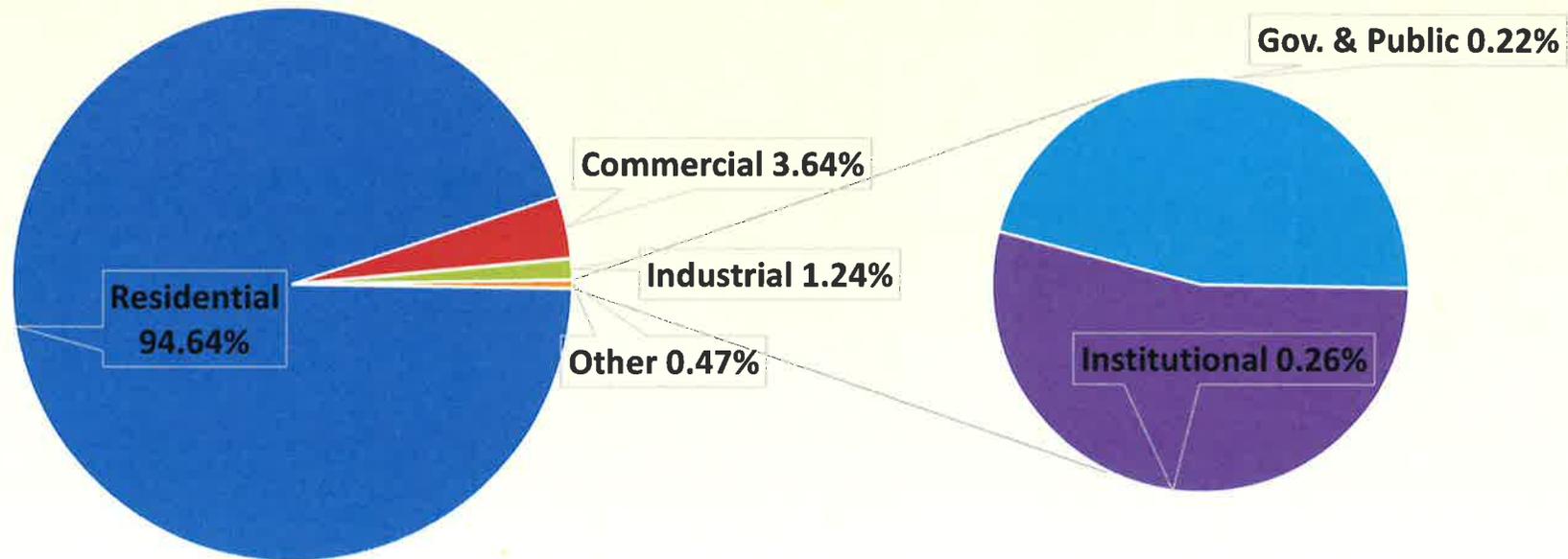
2005 Rate Structure Methodology

$$\text{Discharge Factor} = \frac{\text{Average Water Consumption for December through March}}{\text{Average Water Consumption for April through March}}$$



Customer User Class Breakdown

Customer User Class



■ Residential ■ Commercial ■ Industrial ■ Institutional ■ Gov. & Public



2005 Discharge Factor Calculation

User Class	Calculated Discharge Factor
Single-Family Residential	75%
Multi-Family Residential	85%
Commercial	80%
Industrial	80%
Institutional	55%
Government & Public	75%

*Discharge factor is based on the total water consumption that is discharged into sewer system by each class.

2005 Estimated Annual Sewer Flow

User Class	Average Water Consumption (CCF) (A)	Discharge Factor (B)	Estimated Sewer Flow (CCF) (C = A x B)
Single-Family Residential	1,898,640	75%	1,423,980
Multi-Family Residential	563,174	85%	478,698
Commercial	316,803	80%	253,442
Industrial	103,951	80%	83,161
Institutional	138,240	55%	76,033
Government & Public	10,478	75%	7,859
Total Estimated Annual Sanitary Flow			2,323,173

2005 User Fee Unit Cost by Class (CCF)

Calculation of Unit Cost		Notes
Average Annual Revenue Requirement	\$1,064,066	
Estimated Sewer Flow (CCF)	2,292,357	Excluded Septic Customers
Cost per Unit of Sewer Flow (CCF)	\$0.46	

User Class	Accepted Discharge Factor (A)	Cost per Unit of Sewer Flow (CCF) (B)	Sewer Charge per CCF Unit (C = A*B)
Single-Family Residential	75%	\$0.46	\$0.35
Multi-Family Residential	85%	\$0.46	\$0.39
Commercial	80%	\$0.46	\$0.37
Industrial	80%	\$0.46	\$0.37
Institutional	55%	\$0.46	\$0.25
Government & Public	75%	\$0.46	\$0.35



2020 Sewer Fund – Existing Rate Structure

Item	Adopted Budget FY 2020-21	Projection FY 2021-22	Projection FY 2022-23	Projection FY 2023-24	Projection FY 2024-25	Projection FY 2025-26
Beginning Fund Balance	128,400.00	(400.00)	(234,569.76)	(475,764.61)	(724,195.31)	(980,078.93)
Revenues	Adopted	Projection	Projection	Projection	Projection	Projection
Sewer Maintenance Fee	704,000.00	725,120.00	746,873.60	769,279.81	792,358.20	816,128.95
Interest Revenue	30,000.00	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
Total Revenues	734,000.00	725,120.00	746,873.60	769,279.81	792,358.20	816,128.95
Expenditures	Adopted	Projection	Projection	Projection	Projection	Projection
Salaries & Benefits	430,900.00	445,424.27	458,787.00	472,550.61	486,727.13	501,328.94
Materials, Supplies & Services	327,300.00	337,119.00	347,232.57	357,649.55	368,379.03	379,430.40
Transfer Out to GF	104,600.00	176,746.49	182,048.88	187,510.35	193,135.66	198,929.73
<u>Capital Improvements</u>	-	-	-	-	-	-
Contribution to Reserves	-	-	-	-	-	-
Total Expenditures	862,800.00	959,289.76	988,068.45	1,017,710.51	1,048,241.82	1,079,689.08
Surplus (Deficit) Ending Fund Balance	(128,800.00)	(234,169.76)	(241,194.85)	(248,430.70)	(255,883.62)	(263,560.13)
	(400.00)	(234,569.76)	(475,764.61)	(724,195.31)	(980,078.93)	(1,243,639.06)



2020 Sewer Cost Recovery Fee Study

Rate Study Goals & Objectives:

- Address the structural deficit in the Sewer Fund noted by the City's Financial Audit Oversight Committee in the last two fiscal year reviews of the City's CAFR
- Project future operating and capital expenses needed to operate the City's sewer system
- Establish rates that will generate sufficient revenues to cover ongoing collection system maintenance, address backlogged capital improvements identified in the 2018 Sewer Master Plan, and establish a reasonable reserve to address emergencies
- Ensure rates are keeping pace with inflation

Other Key Considerations:

- Establish an annual fee escalator for addressing increasing operating and capital costs
- Addresses the City's sewer system capital improvement needs over the next 11 years
- Ensure the General Fund, which is used for public safety and other operations does not subsidizing Sewer Fund operations
- Sewer rate increase subject to Prop 218

2020 Sewer Fee Planning Assumptions

Assumption	Description	Notes
Working Capital Goal	25%	% of O&M Costs by 5 th Year
Minimum CIP Reserve	\$278,000	3% of Capital Assets of \$9.2 Million
Two Sewer Fees	(Maintenance/CIP)	
Inflation Assumption	3%	
Annual Increase in Water Usage	2%	
First Rate Increase	July 1, 2021	Effective Date
Base Fiscal Year	FY 2020-21	Budget
Capital Improvement Plan	Thru 2021-32	\$1.4M Annual CIP Contribution



Proposed Sewer Financing Plan

Item	Adopted Budget FY 2020-21	Projection FY 2021-22	Projection FY 2022-23	Projection FY 2023-24	Projection FY 2024-25	Projection FY 2025-26
Beginning Fund Balance	128,400.00	(400.00)	251,560.24	188,941.79	213,158.78	331,125.83
Source of Funds	Adopted	Projection	Projection	Projection	Projection	Projection
Sewer Maintenance Fee	704,000.00	969,000.00	1,017,450.00	1,068,322.50	1,121,738.63	1,177,825.56
Sewer Capital Fee	-	1,242,000.00	1,304,100.00	1,369,305.00	1,437,770.25	1,509,658.76
Interest Revenue	30,000.00	250.00	3,900.00	4,300.00	6,700.00	11,000.00
Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Source of Funds	734,000.00	2,211,250.00	2,325,450.00	2,441,927.50	2,566,208.88	2,698,484.32
Use of Funds	Adopted	Projection	Projection	Projection	Projection	Projection
Salaries & Benefits	430,900.00	445,424.27	458,787.00	472,550.61	486,727.13	501,328.94
Materials, Supplies & Services	327,300.00	337,119.00	347,232.57	357,649.55	368,379.03	379,430.40
Transfer Out to GF	104,600.00	176,746.49	182,048.88	187,510.35	193,135.66	198,929.73
Capital Improvements	0.00	1,000,000.00	1,400,000.00	1,400,000.00	1,400,000.00	1,400,000.00
Contribution to Reserves	0.00	242,000.00	0.00	0.00	0.00	0.00
Total Use of Funds	862,800.00	2,201,289.76	2,388,068.45	2,417,710.51	2,448,241.82	2,479,689.08
Surplus (Deficit)	(128,800.00)	9,960.24	(62,618.45)	24,216.99	117,967.05	218,795.24
Ending Fund Balance	(400.00)	251,560.24	188,941.79	213,158.78	331,125.83	449,921.08



Position	FY 2021-22 Allocation	
	FTE	Amount
<u>Direct Personnel</u>		
City Administrator	0.05	19,446.47
City Engineer	0.15	29,616.12
Deputy City Administrator	0.10	29,866.78
Associate Civil Engineer	1.00	121,987.00
Facility Maintenance Technician	0.35	33,989.41
Maintenance Worker	1.00	92,777.97
Management Analyst	0.15	18,347.29
Office Assistant (PW)	0.05	3,062.40
Public Works Superintendent	0.30	43,171.94
Public Works Supervisor	0.30	36,593.33
Total Direct		428,858.70
<u>Indirect Personnel</u>		
Director of Finance	0.02	4,372.83
Sr. Financial Analyst	0.02	2,445.67
Payroll Technician (2FTE)	0.02	3,519.15
Accounting Manager	0.02	2,716.38
Accountant	0.02	1,909.68
Accounting Technician	0.02	1,601.86
Total Indirect	0.12	16,565.57
Total Personnel	3.57	445,424.27

Proposed Sewer Fee Summary

User Class	Current Fee (FY 2020-21)	FY 2021-22		
		Sewer Maintenance Fee	Sewer Capital Fee	Total Sewer Fees
Single-Family Residential	\$0.35	\$0.32	\$0.40	\$0.72
Multi-Family Residential	\$0.39	\$0.36	\$0.46	\$0.82
Commercial	\$0.37	\$0.42	\$0.54	\$0.96
Industrial	\$0.37	\$0.42	\$0.54	\$0.96
Institutional	\$0.25	\$0.23	\$0.30	\$0.53
Government & Public	\$0.35	\$0.32	\$0.40	\$0.72

2020 Discharge Factor Calculation

$$\text{Discharge Factor} = \frac{\text{Average Water Usage for December through March}}{\text{Average Water Usage for April through March}}$$

User Class	Discharge Factor
Single-Family Residential	75%
Multi-Family Residential	85%
Commercial	100%
Industrial	100%
Institutional	55%
Government & Public	75%



Estimated Annual Sewer Flow (FY 2021-22)

User Class	Average Annual Water Usage (CCF) (A)	Discharge Factor (B)	Estimated Annual Sanitary Flow (CCF) (C = A x B)
Single-Family Residential	1,574,175	75%	1,180,631
Multi-Family Residential	407,723	85%	346,656
Commercial/Industrial	697,252	100%	697,252
Institutional	140,056	55%	77,031
Government & Public	3,079	75%	2,309
Total	2,822,286		2,303,788

Note: Based on annual water consumption data from 2016-2019 received from Golden State Water Company (GSWC & Yorba Linda Water District (YLWD)).



Proposed Sewer CIP Fee

Determination of Sewer CIP Unit Cost (CCF)

CIP Revenue Requirement (FY 2021-22)	\$1,242,000
Estimated Sewer Flow (FY 2021-22)	2,303,788
CIP Cost per Unit of Sewer Flow (CCF)	\$0.5391

User Class	Discharge Factor (A)	Cost per Unit of Sewer Flow (CCF) (B)	Sewer Charge per CCF Unit (C = A*B)
Single-Family Residential	75%	\$0.5391	\$0.4043
Multi-Family Residential	85%	\$0.5391	\$0.4582
Commercial	100%	\$0.5391	\$0.5391
Industrial	100%	\$0.5391	\$0.5391
Institutional	55%	\$0.5391	\$0.2965
Government & Public	75%	\$0.5391	\$0.4043

Proposed Sewer Maintenance Fee

Determination of Sewer Maintenance Unit Cost (CCF)

Maintenance Revenue Requirement (FY 2021-22)	\$969,000
Estimated Sewer Flow (FY 2021-22)	2,303,788
Maintenance Cost per Unit of Sewer Flow (CCF)	\$0.4206

User Class	A Discharge Factor (A)	Cost per Unit of Sewer Flow (CCF) (B)	Sewer Charge per CCF Unit (C = A x B)
Single-Family Residential	75%	\$0.4206	\$0.3155
Multi-Family Residential	85%	\$0.4206	\$0.3575
Commercial	100%	\$0.4206	\$0.4206
Industrial	100%	\$0.4206	\$0.4206
Institutional	55%	\$0.4206	\$0.2313
Government & Public	75%	\$0.4206	\$0.3155



Current Sewer Rates Adjusted for Inflation

User Class	Existing Sewer Maintenance Rate	Cumulative Annual CPI Increase 2005-2021 (Annual CPI in Los Angeles Region)	Adjusted Rate (2021)
Single-Family Residential	\$0.35	37.2%	\$0.48
Multi-Family Residential	\$0.39	37.2%	\$0.54
Commercial	\$0.37	37.2%	\$0.51
Industrial	\$0.37	37.2%	\$0.51
Institutional	\$0.25	37.2%	\$0.34
Government & Public	\$0.35	37.2%	\$0.48

Current vs. Proposed Fees

User Class	Current Fee (FY 2020-21)	FY 2021-22		
		Sewer Maintenance Fee	Sewer Capital Fee	Total Sewer Fees
Single-Family Residential	\$0.35	\$0.32	\$0.40	\$0.72
Multi-Family Residential	\$0.39	\$0.36	\$0.46	\$0.82
Commercial	\$0.37	\$0.42	\$0.54	\$0.96
Industrial	\$0.37	\$0.42	\$0.54	\$0.96
Institutional	\$0.25	\$0.23	\$0.30	\$0.53
Government & Public	\$0.35	\$0.32	\$0.40	\$0.72

ATTACHMENT P



Average Monthly Fee By Customer

User Class	2005 Average Monthly Fee	Current Average Monthly Fee	Proposed Average Monthly Fee
Single-Family Residential	\$5.60	\$5.50	\$11.31
Multi-Family Residential	\$59.67	\$59.81	\$125.10
Commercial	\$24.42	\$24.48	\$63.50
Industrial	\$23.68	\$23.57	\$61.13
Institutional	\$101.75	\$101.67	\$214.65
Government & Public	\$16.10	\$14.66	\$30.16

Proposed Five-Year Sewer Fee Schedule

User Class	Current (FY 2020-21)	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Single-Family Residential	\$0.35	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81
Multi-Family Residential	\$0.39	\$0.82	\$0.84	\$0.87	\$0.89	\$0.92
Commercial	\$0.37	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Industrial	\$0.37	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Institutional	\$0.25	\$0.53	\$0.54	\$0.56	\$0.58	\$0.59
Government & Public	\$0.35	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81

Staff Recommendations

1. Receive and file the Staff report and presentation; and
2. Ask any questions of Staff; and
3. Provide Staff with policy direction relative to the 2020 Sewer Cost Recovery Fee Study and any potential adjustments to the City's existing sewer rate; and
4. Direct Staff to return to the May 4, 2021 City Council meeting to formally adopt a resolution setting the public hearing date to consider formally adopting increased sewer collection rates and adopting a resolution outlining the procedures for establishing and increasing property related fees and charges under Proposition 218.



Questions & Comments



City of Placentia
Sanitary Sewer Maintenance Fee Study

Assumptions

Assumption	Description	Notes
Working Capital Goal	25%	% of M&O Costs by 5th Year
Minimum CIP Reserve Balance	\$278,000	3% of Capital Assets of \$9.2 Million by 5th Yr
Two Sewer Fees (Maintenance / CIP)		
Inflation Assumption	3.0%	
Annual Increase in Water Usage	2.0%	
First Rate Increase	July 1, 2021	Effective Date
Base Fiscal Year	FY 2020-21	Budget
Capital Improvement Plan	Thru 2025-26	\$12.57 million over 15 years (2021\$)

City of Placentia
Sanitary Sewer Maintenance Fee Study

Sewer Maintenance Five-Year Financing Plan

Item	Projection FY 21-22	Projection FY 22-23	Projection FY 23-24	Projection FY 24-25	Projection FY 25-26
Beginning Fund Balance	(\$400)	\$9,560	\$39,842	\$92,354	\$169,351
Source of Funds	Projection	Projection	Projection	Projection	Projection
Sewer Maintenance Fee	\$969,000	\$1,017,450	\$1,068,323	\$1,121,739	\$1,177,826
Interest Revenue	\$250	\$900	\$1,900	\$3,500	\$5,500
Other Revenue	\$0	\$0	\$0	\$0	\$0
Total Source of Funds	\$969,250	\$1,018,350	\$1,070,223	\$1,125,239	\$1,183,326
Use of Funds					
Salaries & Benefits	\$445,424	\$458,787	\$472,551	\$486,727	\$501,329
Material, Supplies & Services	\$337,119	\$347,233	\$357,650	\$368,379	\$379,430
Transfer Out to GF	\$176,746	\$182,049	\$187,510	\$193,136	\$198,930
Contribution to Reserves	\$0	\$0	\$0	\$0	\$0
Total Use of Funds	\$959,290	\$988,068	\$1,017,711	\$1,048,242	\$1,079,689
Surplus (Deficit)	\$9,960	\$30,282	\$52,512	\$76,997	\$103,636
Ending Fund Balance	\$9,560	\$39,842	\$92,354	\$169,351	\$272,987

City of Placentia

Sanitary Sewer Maintenance Fee Study

Old Town Sewer Rehab Project (Project B3): FY 2021-22 \$1,000,000

Project A2 Phase 1: FY 2022-23: \$2,313,000

Project B1: FY 2023-24: \$456,000

Project A2 Phase 2: FY 2024-25: \$2,313,000

Project B2: FY 2025-26: \$561,000

Project A3: FY 2026-27: \$1,677,000

Project A4: FY 2027-28: \$834,000

Project A5 Phase 1: FY 2028-29: \$1,195,500

Project A5 Phase 2: FY 2029-30: \$1,195,500

Project A6: FY 2030-31: \$634,000

Project A7: FY 2031-32: \$393,000

Total Capital Need over 11 years: \$12,572,000

City of Placentia
Sanitary Sewer Maintenance Fee Study

Sewer CIP Five-Year Financing Plan

Item	Projection FY 21-22	Projection FY 22-23	Projection FY 23-24	Projection FY 24-25	Projection FY 25-26
Beginning Fund Balance	\$0	\$242,000	\$149,100	\$120,805	\$161,775
Source of Funds	Projection	Projection	Projection	Projection	Projection
Capital Improvement Fee	\$1,242,000	\$1,304,100	\$1,369,305	\$1,437,770	\$1,509,659
Interest Revenue	\$0	\$3,000	\$2,400	\$3,200	\$5,500
Other Revenue	\$0	\$0	\$0	\$0	\$0
Total Source of Funds	\$1,242,000	\$1,307,100	\$1,371,705	\$1,440,970	\$1,515,159
Use of Funds					
Capital Improvements	\$1,000,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000
Contribution to Reserves	\$242,000	\$0	\$0	\$0	\$0
Total Use of Funds	\$1,242,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000
Surplus (Deficit)	\$0	(\$92,900)	(\$28,295)	\$40,970	\$115,159
Ending Fund Balance	\$242,000	\$149,100	\$120,805	\$161,775	\$276,934

City of Placentia
Sanitary Sewer Maintenance Fee Study

Sewer Maintenance and Capital Improvement Five-Year Financing Plan

Item	Amended FY 19-20	Budget FY 20-21	Projection FY 21-22	Projection FY 22-23	Projection FY 23-24	Projection FY 24-25	Projection FY 25-26
Beginning Fund Balance	\$1,427,400	\$128,400	(\$400)	\$251,560	\$188,942	\$213,159	\$331,126
Source of Funds	Amended	Budget	Projection	Projection	Projection	Projection	Projection
Sewer Maintenance Fee	\$720,000	\$704,000	\$969,000	\$1,017,450	\$1,068,323	\$1,121,739	\$1,177,826
Sewer Capital Fee	-	-	\$1,242,000	\$1,304,100	\$1,369,305	\$1,437,770	\$1,509,659
Interest Revenue	\$0	\$30,000	\$250	\$3,900	\$4,300	\$6,700	\$11,000
Other Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Source of Funds	\$720,000	\$734,000	\$2,211,250	\$2,325,450	\$2,441,928	\$2,566,209	\$2,698,484
Use of Funds							
Salaries & Benefits	\$709,600	\$430,900	\$445,424	\$458,787	\$472,551	\$486,727	\$501,329
Material, Supplies & Services	\$317,400	\$327,300	\$337,119	\$347,233	\$357,650	\$368,379	\$379,430
Transfer Out to GF	\$192,000	\$104,600	\$176,746	\$182,049	\$187,510	\$193,136	\$198,930
Capital Improvements	\$800,000	\$0	\$1,000,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000
Contribution to Reserves	\$0	\$0	\$242,000	\$0	\$0	\$0	\$0
Total Use of Funds	\$2,019,000	\$862,800	\$2,201,290	\$2,388,068	\$2,417,711	\$2,448,242	\$2,479,689
Surplus (Deficit)	(\$1,299,000)	(\$128,800)	\$9,960	(\$62,618)	\$24,217	\$117,967	\$218,795
Ending Fund Balance	\$128,400	(\$400)	\$251,560	\$188,942	\$213,159	\$331,126	\$549,921

City of Placentia
Sanitary Sewer Maintenance Fee Study

Estimated Annual Sewer Flow (FY 2021-22)

User Class	Projected Annual Water Usage (CCF)		Discharge Factor	Estimate Annual Sewer Flow (CCF)
	Calc	a	b	c = a * b
Single-Family Residential		1,574,175	75.0%	1,180,631
Multi-Family Residential		407,723	85.0%	346,565
Commercial / Industrial		697,252	100.0%	697,252
Institutional		140,056	55.0%	77,031
Government and Public		3,079	75.0%	2,309
Total		2,822,286		2,303,788

City of Placentia
Sanitary Sewer Maintenance Fee Study

Determination of Sewer Maintenance Unit Cost (CCF)

Maintenance Revenue Requirement (FY 2021-22)	\$969,000
Estimated Sewer Flow (FY 2021-22)	2,303,788
Maintenance Cost per Unit of Sewer Flow (CCF)	\$0.4206

City of Placentia
Sanitary Sewer Maintenance Fee Study

Determination of Sewer Maintenance Fee

User Class	Unit	Maintenance Cost per Unit of Sewer Flow	Discharge Factor	Sewer Fee per Unit
	Calc	a	b	c = a * b
Single-Family Residential	CCF	\$0.4206	75%	\$0.3155
Multi-Family Residential	CCF	\$0.4206	85%	\$0.3575
Commercial	CCF	\$0.4206	100%	\$0.4206
Industrial	CCF	\$0.4206	100%	\$0.4206
Institutional	CCF	\$0.4206	55%	\$0.2313
Government and Public	CCF	\$0.4206	75%	\$0.3155

City of Placentia
Sanitary Sewer Maintenance Fee Study

Determination of Sewer CIP Unit Cost (CCF)

Maintenance Revenue Requirement (FY 2021-22)	\$1,242,000
Estimated Sewer Flow (FY 2021-22)	2,303,788
CIP Cost per Unit of Sewer Flow (CCF)	\$0.5391

City of Placentia
Sanitary Sewer Maintenance Fee Study

Determination of Sewer CIP Fee

User Class	Unit	CIP Cost per Unit of Sewer Flow	Discharge Factor	Sewer Fee per Unit
	Calc	a	b	c = a * b
Single-Family Residential	CCF	\$0.5391	75%	\$0.4043
Multi-Family Residential	CCF	\$0.5391	85%	\$0.4582
Commercial	CCF	\$0.5391	100%	\$0.5391
Industrial	CCF	\$0.5391	100%	\$0.5391
Institutional	CCF	\$0.5391	55%	\$0.2965
Government and Public	CCF	\$0.5391	75%	\$0.4043

City of Placentia
Sanitary Sewer Maintenance Fee Study

Proposed Five-Year Sanitation Sewer Maintenance Fee Summary

User Class	FY 20-21 Current Fee	Fiscal Year 21-22		
		Sewer Maintenance Fee	Sewer Captial Fee	Total Sewer Fees
Single-Family Residential	\$0.3500	\$0.32	\$0.40	\$0.72
Multi-Family Residential	\$0.3900	\$0.36	\$0.46	\$0.82
Commercial	\$0.3700	\$0.42	\$0.54	\$0.96
Industrial	\$0.3700	\$0.42	\$0.54	\$0.96
Institutional	\$0.2500	\$0.23	\$0.30	\$0.53
Government and Public	\$0.3500	\$0.32	\$0.40	\$0.72

City of Placentia
Sanitary Sewer Maintenance Fee Study

Proposed Five-Year Sanitation Total Sewer Maintenance Fees Summary

User Class	FY 2020 (Current)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Single-Family Residential	\$0.35	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81
Multi-Family Residential	\$0.39	\$0.82	\$0.84	\$0.87	\$0.89	\$0.92
Commercial	\$0.37	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Industrial	\$0.37	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Institutional	\$0.25	\$0.53	\$0.54	\$0.56	\$0.58	\$0.59
Government and Public	\$0.35	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MARCH 15, 2005

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE ADDING TO CHAPTER 5.24 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO SANITARY SEWER SYSTEM SERVICE FEES

FINANCIAL

IMPACT: TBD

INTRODUCTION:

On March 1, 2005, the Placentia City Council introduced and conducted the first reading of of the proposed sanitary sewer system fee ordinance adding to Chapter 5.24 of the Placentia Municipal Code pertaining to sanitary sewer system service fees.

RECOMMENDATION:

It is recommended the Council:

- 1.) Conduct the second reading and adoption of the attached Sanitary Service Fee Ordinance establishing sanitary sewer system user fee rates for the management, maintenance, and operation of the sanitary sewer system

Note: Approval requires an affirmative vote of 4/5 of the City Council.

DISCUSSION:

A Sanitary Sewer System Fee Ordinance is necessary to establish sanitary sewer system user fee rates for the management, maintenance, and operation of the sanitary sewer system.

Impending regulations, such as the U.S. Environmental Protection Agency's Capacity, Management, Operation and Maintenance (cMOM) standards and the already adopted Waste Discharge Requirements (WDRs) of the Regional Water Quality Control Board for the Santa Ana Region (Region 8), have imposed and will continue to impose stringent

ACTION:
 Approved Denied
 Receive & File
 Continued to _____

VOTE: 5-0
FILE# 303

AGENDA ITEM No. 8.

MEETING DATE MAR 15 2005

ATTACHMENT 3

SANITARY SEWER FEE
MARCH 15, 2005
PAGE 2

management, maintenance, and operation requirements on sanitary sewer systems. The WDRs require sanitary sewer systems to be adequately sized, managed, operated and maintained to eliminate sanitary sewer overflows (SSOs).

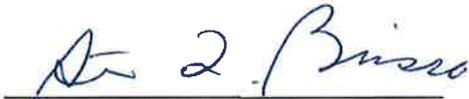
The City will use the revenues from the fees for the operation and maintenance of the City's sewer system in compliance with the State and Federal regulation, and the rates proposed will raise an amount of revenue that does not exceed the amount required to operate and maintain the sanitary sewer system. The fees are based on the proportional costs of operation and maintenance of the sewer system attributable to each user of the sewer system.

Respectfully submitted:

Reviewed and approved:


Travis K. Hopkins, P.E.
Director of Public Works


for - Robert C. Dominguez
City Administrator


Steven L. Brisco
Director of Finance

Attachments: Proposed Sanitary Sewer Fee Ordinance

ATTACHMENT 3

Scanned
M. Ericksen 06/05

ORDINANCE NO. O-2005-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ADDING TO CHAPTER 5.24 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO SANITARY SEWER SYSTEM SERVICE FEES.

City Attorney's Summary: This ordinance establishes sanitary sewer system service fees based upon consumption of water by persons using the system.

THE CITY COUNCIL FINDS AND DECLARES AS FOLLOWS:

WHEREAS, Health & Safety Code Section 5470 et seq. authorizes the City to adopt fees and charges for the acquisition, construction, reconstruction, maintenance, and operation of sanitary sewer system facilities; and

WHEREAS, the Federal Clean Water Act and the General Waste Discharge Requirements issued by the Santa Ana Regional Water Quality Control Board, Order No. R8-2002-0014, require each governmental entity that operates a sanitary sewer system in the watershed to maintain and replace its sanitary sewer system infrastructure in the manner necessary to prevent sewage spills; and

WHEREAS, sewage spills are harmful to the public health and the environment; and

WHEREAS, Order No. R8-2002-0014 requires the adequate funding for proper management, operation, and maintenance of the sanitary sewer system; and

WHEREAS, the City intends to ensure that sufficient revenues are collected to adequately manage, operate, and maintain the City's sanitary sewer system facilities; and

WHEREAS, the City does not have a dedicated sanitary sewer system service charge, and desires to operate its sanitary sewer system as an enterprise; and

WHEREAS, the revenues to operate the sanitary sewer system are currently provided from the City's General Fund; and

WHEREAS, the City's General Fund has been strained by the State's fiscal crisis and the City desires to have a dedicated source of funding for sanitary sewer system maintenance that raises sufficient revenues to cover the costs of operating the sanitary sewer system and charges the users of the system on a proportional use basis; and

WHEREAS, the Government Accounting Standards Board now requires that maintenance of infrastructure be accounted for and that reserves be in place to maintain such infrastructure ("GASB 34"); and

WHEREAS, the City has commissioned a study to identify the City's costs of operating the sanitary sewer system, and a fee structure will support the financial needs of the City's sanitary sewer system facilities while collecting the fee equitably from all persons using the system; and

WHEREAS, the City Council has received the study from Raymond C. Miller, P.E., Consulting Engineers, recommending a fee structure based upon use of the sanitary sewer system; and

WHEREAS, the study recommends setting the fees based upon the five major classes of sanitary sewer system users discharging wastewater to the City's sanitary sewer system; and

WHEREAS, the five major classes of sanitary users are as follows: Residential, commercial, industrial, institution (including public and private schools), and governmental (including other public facilities); and

WHEREAS, pursuant to Health & Safety Code Sections 5471 and 5472.5, the City has contracted or is about to contract with the local water purveyors to collect the City's sanitary sewer system service fees in conjunction with the water service charges for the same customers; and

WHEREAS, the fees collected pursuant to this Ordinance shall be used for purposes of the operation, maintenance and management of the City's sanitary sewer system.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 5.24.140 of Chapter 5.24 of Title 5 of the Placentia Municipal Code shall be added to read as follows:

Section 5.24.140 Sanitary Sewer System Service Fee.

(a) Purpose. In order to reimburse the City, in part, for its service in transporting sewerage from persons using the city-owned sanitary sewer system to the Orange County Sanitation District's publicly owned treatment works and related infrastructure, and to operate, maintain, repair and replace said city-owned sanitary sewer system, it is appropriate for the City to charge a sanitary sewer system service fee. This fee does not duplicate any existing fee, charge, levy or other toll currently collected by any public agency, and is intended to be, and shall be interpreted as, distinct and separate from any current or future (1) sewer standby or availability charge or assessment; (2) special benefit assessment or special tax imposed pursuant to state or local law; (3) sewer connection charge or sewer capacity charge paid in connection with or as a condition of approving an application for sewer service; or (4) any mitigation fee imposed on new development pursuant to state law (Government Code § 66000 et seq.) or local law.

(b) Sanitary Sewer System Service Fee Established.

Except as exempted below, there shall be imposed upon every individual, partnership, association, corporation, or agency of government that has connected or is connecting their building, structure, or fixture to the City sanitary sewer system, a sanitary sewer system service fee based upon the volume of usage of the system, as measured by metered water service. All sanitary sewer system service fees imposed pursuant to this subsection shall be due and payable at the time and in the manner provided by the water purveyor for payment of water utility bills, but shall be listed as a separate line item

on the water utility bill. The fee shall be applied based upon the water use category applicable to the system user as follows:

User Category	Fee per ccf Unit
Single-family residential	\$0.35
Multi-family residential	\$0.39
Commercial	\$0.37
Industrial	\$0.37
Institutional	\$0.25
Government & Public	\$0.35

Note: "ccf" is an abbreviation for 100 cubic feet, which is a normal unit of measure for water consumption in the Orange County area. One "ccf" of water is equal to 748 gallons.

(c) Exceptions. The following persons shall be exempt, as specified below, from the sanitary sewer system service fee established in this Section, to the extent such fee would otherwise apply to the subject building, structure, or fixture, provided that it shall be the obligation of the individual, partnership, association, corporation or agency of government to present sufficient evidence to the City to establish the applicability of one of the following categories of exemption:

- (1) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having separately metered fire service connections, for fees directly related to the separately metered fire service connections;
- (2) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having separately metered irrigation service connections, for fees directly related to the metered irrigation service connections;
- (3) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having no connection to the City's sanitary sewer system, for any fees imposed pursuant to this Section 5.24.140

(d) Sewer service fee adjustments and appeals procedure.

- (1) Any individual, partnership, association, corporation, or agency of government subject to the sewer system service fee may apply to the Public Works Director, or the Director's designee, for an adjustment of, or exemption from, the fee billed pursuant to this Section in the manner provided for below.
- (2) Review Process.
 - (A) Any individual, partnership, association, or agency of government who has reason to

dispute the imposition or computation of the fee billed pursuant to this Section shall file with the Director, within sixty (60) days of the date payment of the fee is first due, an application for exemption or adjustment in the form prescribed by the Director, or designee, stating all facts and contentions upon which the applicant bases the application for adjustment.

- (B) The Director or designee shall consider all information provided with the application and determine whether the information supports a finding that an exemption from the fee imposed by this Section applies to the building, structure, or fixture of the applicant; whether the applicant should be charged under a different category of water use in which the applicant had been designated; whether the water use category accurately reflects the user's use of the sewer system; or whether there was an error in the computation of the fee.
 - (C) The Director or designee shall render a decision in writing and send the decision to the applicant, by certified mail, within forty-five (45) days of the date that the application is received.
 - (D) The applicant may appeal the decision of the Director or designee to the City Administrator within fifteen (15) days of the date of mailing of the decision of the Director or designee by filing a written notice of appeal with the City Clerk. The notice of appeal shall state all facts and contentions upon which the appeal is based. The City Administrator shall review the Director's or designee's decision based upon the application, the information submitted by the applicant and the information presented in the underlying hearing process and shall determine whether the Director's or designee's decision is supported by the evidence. The City Administrator shall render a decision in writing within fifteen (15) days of receipt of the appeal. The City Administrator's decision shall be final and conclusive.
 - (E) The filing of an appeal pursuant to subsection (d)(2) shall not affect the obligation of the appellant to pay the fee as billed.
- (3) The City shall refund overpayments within thirty (30) days of the final determination of the overpayment. If the Director or City Administrator makes a final determination that a claimant should not be charged a sewer service fee, a claimant should be charged in a different category of water use than the category in which

the claimant had been designated, or that a billing adjustment should otherwise be made, the City shall notify the water purveyor collecting the City's fees of the changes required to be made to the claimant's account within fifteen (15) days of the final determination of the required change, in the form that may be prescribed by the water purveyor collecting the City's fees.

(e) Delinquent Accounts. If any fee imposed under this Section is not collected by the billing entity, and upon notice to the City from the billing entity of such delinquency, the City Administrator, or designee, shall notify the individual, partnership, association, corporation, or agency of government subject to the fee that if the fee is not paid within fifteen (15) days of such notice, the fee shall become delinquent and a basic penalty equal to ten percent (10%) of the fee shall be immediately imposed, and an additional penalty in the amount of one-half percent (½%) of the fee plus the basic penalty per month shall be imposed for each month that payment is delinquent thereafter.

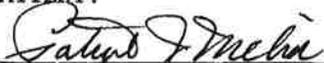
SECTION 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

PASSED AND ADOPTED THIS 15th DAY OF March, 2005.


SCOTT P. BRADY, MAYOR

ATTEST:


Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 1st day of March, 2005, and was finally adopted at a regular meeting held thereof on the 15th day of March, 2005, by the following vote:

AYES: COUNCILMEMBERS: ECKENRODE, LOWE, UNDERHILL, RICE, BRADY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: NONE


Patrick J. Melia, City Clerk

Approved as to form:


Thomas F. Nixon, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MARCH 1, 2005

SUBJECT: INTRODUCTION (FIRST READING) OF ORDINANCE FOR THE
IMPLEMENTATION OF A SANITARY SERVICE FEE

FINANCIAL

IMPACT: TBD

INTRODUCTION:

City Staff and consultants have been developing an appropriate revenue source to address impending and current unfunded requirements of State and Federal regulations, requiring the need to implement a user fee to ensure that the City remain compliant. As discussed in the February 15 City Council Meeting, the Sanitary Sewer Fee Ordinance is being presented to conduct the first reading of the Ordinance. Following the public hearing on February 15, 2005, it was determined that there were 337 written protests submitted by affected property owners, which is approximately 3% of the affected property owners.

RECOMMENDATION:

It is recommended that the City Council:

- 1.) Conduct the first reading of the attached Sanitary Service Fee Ordinance establishing sanitary sewer system user fee rates for the management, maintenance, and operation of the sanitary sewer system

Note: Approval requires an affirmative vote of 4/5 of the City Council.

DISCUSSION:

Impending regulations, such as the U. S. Environmental Protection Agency's Capacity, Management, Operation and Maintenance (cMOM) standards and the already adopted Waste Discharge Requirements (WDRs) of the Regional Water Quality Control Board for the Santa Ana Region (Region 8), have imposed and will continue to impose stringent management, maintenance, and operation requirements on sanitary sewer systems. The WDRs require sanitary sewer systems to be adequately sized, managed, operated and

ACTION:

Approved Denied

Receive & File

Continued to _____

VOTE: 5-0
FILE# 305

AGENDA ITEM No. 6.

MEETING DATE MAR - 1 2005

SANITARY SEWER FEE
MARCH 1, 2005
PAGE 2

maintained to eliminate sanitary sewer overflows (SSOs). The full impact upon the City of the WDRs and cMOM regulations (if adopted) is fully outlined in the Sanitary Service Fee Report. The Sanitary Sewer Fee Report is available for public review at the City Clerk's office and has been provided to City Council.

Liability for violation of the WDRs is set forth in California Water Code section 13385. Section 13385(b) provides that a superior court may impose monetary penalties for violation of the WDRs in an amount not to exceed \$25,000.00 for each day in which the violation occurs. In addition, if the violation involves a discharge which is not cleaned up, such as a sewer overflow which reaches the ocean, an additional liability of \$25.00 per gallon of discharge not cleaned up and exceeding 1000 gallons may be imposed.

In the alternative, the RWQCB, instead of going to court, may impose administrative monetary penalties on its own for violation of the WDRs in an amount not to exceed \$10,000.00 for each day in which the violation occurs. In addition, if the violation involves a discharge which is not cleaned up, such as a sewer overflow which reaches the ocean, an additional liability of \$10.00 per gallon of discharge not cleaned up and exceeding 1000 gallons may be imposed.

At a study session held on February 17, 2004, staff and consultants from Ray Miller Consulting Engineers provided the City Council with an overview of the sewer service fee. Since then, the consultant team has refined the fee structure and verified their data with the City's two water providers, Southern California Water Company and Yorba Linda Water District.

The proposed sewer service fee is based on the use of the sewer system as it correlates to the consumption of water by the different users of the sanitary sewer system. Pursuant to Health & Safety Code Sections 5470 through 5472.5, the ordinance must be approved by 4/5 of the City Council and will be collected by the water providers on behalf of the City. The City is entering into billing services agreements with the water providers for this purpose.

The proposed sewer use fees are as follows:

USER CLASS	SAN FEE PER CCF UNIT	AVG. MONTHLY SANITARY FEE PER ACCOUNT
Single Family Residential	\$0.35	\$5.60
Multi-Family Residential	\$0.39	\$59.67
Commercial	\$0.37	\$24.42
Industrial	\$0.37	\$23.68
Institutional	\$0.25	\$101.75
Government & Public	\$0.35	\$16.10

The City will use the revenues from the fees for the operation and maintenance of the City's sewer system in compliance with the State and Federal regulations, and the rates

SANITARY SEWER FEE
MARCH 1, 2005
PAGE 3

proposed will raise an amount of revenue that does not exceed the amount required to operate and maintain the sanitary sewer system. The fees are based on the proportional costs of operation and maintenance of the sewer system attributable to each user of the sewer system.

In compliance with Proposition 218, City Staff sent over 11,000 notices to property owners that may be affected by the proposed fees, including to all property owners connected to the City's sanitary sewer system. Proposition 218 provides that the City Council cannot adopt the fees if the City receives written protests from over 50% of the affected property owners. Of the more than 11,000 notices, staff received Three Hundred Thirty-Seven (337) valid written protests and approximately Eleven (11) protests which did not include the required protest information. In finalizing the amounts required for sewer operations and maintenance, the City's consultant has determined that the fees may be reduced slightly from those set forth in the notices to property owners.

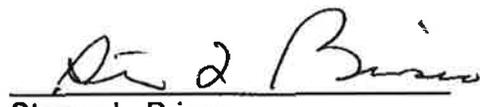
If the City Council approves the first reading of the proposed Ordinance, the Ordinance will be brought back for its second reading and adoption at the March 15, 2005 City Council meeting.

Respectfully submitted:


Travis K. Hopkins
Director of Public Works

Reviewed and approved:


Robert C. Dominguez
City Administrator


Steven L. Brisco
Director of Finance

Attachments: Proposed Sanitary Sewer Fee Ordinance

ORDINANCE NO. O-2005-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ADDING TO CHAPTER 5.24 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO SANITARY SEWER SYSTEM SERVICE FEES.

City Attorney's Summary: This ordinance establishes sanitary sewer system service fees based upon consumption of water by persons using the system.

THE CITY COUNCIL FINDS AND DECLARES AS FOLLOWS:

WHEREAS, Health & Safety Code Section 5470 et seq. authorizes the City to adopt fees and charges for the acquisition, construction, reconstruction, maintenance, and operation of sanitary sewer system facilities; and

WHEREAS, the Federal Clean Water Act and the General Waste Discharge Requirements issued by the Santa Ana Regional Water Quality Control Board, Order No. R8-2002-0014, require each governmental entity that operates a sanitary sewer system in the watershed to maintain and replace its sanitary sewer system infrastructure in the manner necessary to prevent sewage spills; and

WHEREAS, sewage spills are harmful to the public health and the environment; and

WHEREAS, Order No. R8-2002-0014 requires the adequate funding for proper management, operation, and maintenance of the sanitary sewer system; and

WHEREAS, the City intends to ensure that sufficient revenues are collected to adequately manage, operate, and maintain the City's sanitary sewer system facilities; and

WHEREAS, the City does not have a dedicated sanitary sewer system service charge, and desires to operate its sanitary sewer system as an enterprise; and

WHEREAS, the revenues to operate the sanitary sewer system are currently provided from the City's General Fund; and

WHEREAS, the City's General Fund has been strained by the State's fiscal crisis and the City desires to have a dedicated source of funding for sanitary sewer system maintenance that raises sufficient revenues to cover the costs of operating the sanitary sewer system and charges the users of the system on a proportional use basis; and

WHEREAS, the Government Accounting Standards Board now requires that maintenance of infrastructure be accounted for and that reserves be in place to maintain such infrastructure ("GASB 34"); and

WHEREAS, the City has commissioned a study to identify the City's costs of operating the sanitary sewer system, and a fee structure will support the financial needs of the City's sanitary sewer system facilities while collecting the fee equitably from all persons using the system; and

WHEREAS, the City Council has received the study from Raymond C. Miller, P.E., Consulting Engineers, recommending a fee structure based upon use of the sanitary sewer system; and

WHEREAS, the study recommends setting the fees based upon the five major classes of sanitary sewer system users discharging wastewater to the City's sanitary sewer system; and

WHEREAS, the five major classes of sanitary users are as follows: Residential, commercial, industrial, institution (including public and private schools), and governmental (including other public facilities); and

WHEREAS, pursuant to Health & Safety Code Sections 5471 and 5472.5, the City has contracted or is about to contract with the local water purveyors to collect the City's sanitary sewer system service fees in conjunction with the water service charges for the same customers; and

WHEREAS, the fees collected pursuant to this Ordinance shall be used for purposes of the operation, maintenance and management of the City's sanitary sewer system.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 5.24.140 of Chapter 5.24 of Title 5 of the Placentia Municipal Code shall be added to read as follows:

Section 5.24.140 Sanitary Sewer System Service Fee.

(a) Purpose. In order to reimburse the City, in part, for its service in transporting sewerage from persons using the city-owned sanitary sewer system to the Orange County Sanitation District's publicly owned treatment works and related infrastructure, and to operate, maintain, repair and replace said city-owned sanitary sewer system, it is appropriate for the City to charge a sanitary sewer system service fee. This fee does not duplicate any existing fee, charge, levy or other toll currently collected by any public agency, and is intended to be, and shall be interpreted as, distinct and separate from any current or future (1) sewer standby or availability charge or assessment; (2) special benefit assessment or special tax imposed pursuant to state or local law; (3) sewer connection charge or sewer capacity charge paid in connection with or as a condition of approving an application for sewer service; or (4) any mitigation fee imposed on new development pursuant to state law (Government Code § 66000 et seq.) or local law.

(b) Sanitary Sewer System Service Fee Established.

Except as exempted below, there shall be imposed upon every individual, partnership, association, corporation, or agency of government that has connected or is connecting their building, structure, or fixture to the City sanitary sewer system, a sanitary sewer system service fee based upon the volume of usage of the system, as measured by metered water service. All sanitary sewer system service fees imposed pursuant to this subsection shall be due and payable at the time and in the manner provided by the water purveyor for payment of water utility bills, but shall be listed as a separate line item

on the water utility bill. The fee shall be applied based upon the water use category applicable to the system user as follows:

User Category	Fee per ccf Unit
Single-family residential	\$0.35
Multi-family residential	\$0.39
Commercial	\$0.37
Industrial	\$0.37
Institutional	\$0.25
Government & Public	\$0.35

Note: "ccf" is an abbreviation for 100 cubic feet, which is a normal unit of measure for water consumption in the Orange County area. One "ccf" of water is equal to 748 gallons.

(c) Exceptions. The following persons shall be exempt, as specified below, from the sanitary sewer system service fee established in this Section, to the extent such fee would otherwise apply to the subject building, structure, or fixture, provided that it shall be the obligation of the individual, partnership, association, corporation or agency of government to present sufficient evidence to the City to establish the applicability of one of the following categories of exemption:

- (1) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having separately metered fire service connections, for fees directly related to the separately metered fire service connections;
- (2) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having separately metered irrigation service connections, for fees directly related to the metered irrigation service connections;
- (3) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having no connection to the City's sanitary sewer system, for any fees imposed pursuant to this Section 5.24.140

(d) Sewer service fee adjustments and appeals procedure.

- (1) Any individual, partnership, association, corporation, or agency of government subject to the sewer system service fee may apply to the Public Works Director, or the Director's designee, for an adjustment of, or exemption from, the fee billed pursuant to this Section in the manner provided for below.
- (2) Review Process.
 - (A) Any individual, partnership, association, or agency of government who has reason to

dispute the imposition or computation of the fee billed pursuant to this Section shall file with the Director, within sixty (60) days of the date payment of the fee is first due, an application for exemption or adjustment in the form prescribed by the Director, or designee, stating all facts and contentions upon which the applicant bases the application for adjustment.

- (B) The Director or designee shall consider all information provided with the application and determine whether the information supports a finding that an exemption from the fee imposed by this Section applies to the building, structure, or fixture of the applicant; whether the applicant should be charged under a different category of water use in which the applicant had been designated; whether the water use category accurately reflects the user's use of the sewer system; or whether there was an error in the computation of the fee.
 - (C) The Director or designee shall render a decision in writing and send the decision to the applicant, by certified mail, within forty-five (45) days of the date that the application is received.
 - (D) The applicant may appeal the decision of the Director or designee to the City Administrator within fifteen (15) days of the date of mailing of the decision of the Director or designee by filing a written notice of appeal with the City Clerk. The notice of appeal shall state all facts and contentions upon which the appeal is based. The City Administrator shall review the Director's or designee's decision based upon the application, the information submitted by the applicant and the information presented in the underlying hearing process and shall determine whether the Director's or designee's decision is supported by the evidence. The City Administrator shall render a decision in writing within fifteen (15) days of receipt of the appeal. The City Administrator's decision shall be final and conclusive.
 - (E) The filing of an appeal pursuant to subsection (d)(2) shall not affect the obligation of the appellant to pay the fee as billed.
- (3) The City shall refund overpayments within thirty (30) days of the final determination of the overpayment. If the Director or City Administrator makes a final determination that a claimant should not be charged a sewer service fee, a claimant should be charged in a different category of water use than the category in which

held thereof on the ____ day of _____, 2005, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Patrick J. Melia, City Clerk

Approved as to form:

Thomas F. Nixon, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 15, 2005

SUBJECT: INTRODUCTION (FIRST READING) OF ORDINANCE FOR THE IMPLEMENTATION OF A SANITARY SERVICE FEE

FINANCIAL

IMPACT: TBD

first reading

INTRODUCTION:

The City's sanitary sewer system is aging, as a result, City staff and consultants have been developing an appropriate revenue source to address impending and current unfunded requirements of State and Federal regulations, requiring the need to implement a user fee to ensure that the City remain compliant.

RECOMMENDATION:

It is recommended that the City Council:

- 1.) Conduct a Public Hearing on the proposed sanitary sewer fee ordinance
- 2.) Consider all protests against the proposed fee and determine whether the City has received written protests from over 50% of the affected property owners
- 3.) Unless over 50% of the affected property owners have submitted written protests, conduct the first reading of the attached Sanitary Service Fee Ordinance establishing sanitary sewer system user fee rates to become effective April 1, 2005, for the management, maintenance, and operation of the sanitary sewer system

Note: Approval requires an affirmative vote of 4/5 of the City Council.

DISCUSSION:

Impending regulations, such as the U. S. Environmental Protection Agency's Capacity, Management, Operation and Maintenance (cMOM) standards and the already adopted Waste Discharge Requirements (WDRs) of the Regional Water Quality Control Board for

ACTION:
 Approved Denied
 Receive & File
 Continued to 3/1/05

VOTE: ~~3~~
 FILE# 305

AGENDA ITEM No. 6.
 MEETING DATE FEB 15 2005
 ATTACHMENT 3

SANITARY SEWER FEE
 FEBRUARY 15, 2005
 PAGE 2

the Santa Ana Region (Region 8), have imposed and will continue to impose stringent and expensive management, maintenance, and operation requirements on sanitary sewer systems. The WDRs require sanitary sewer systems to be adequately sized, managed, operated and maintained so as to eliminate all sanitary sewer overflows (SSOs). Both the U. S. EPA and the Regional Board have the authority under Federal and State law to impose civil penalties of up to \$10,000.00 per day for each violation of their regulations. In response to these regulations, almost every other city in Orange County has now adopted a sewer fee. The full impact upon the City of the WDRs and cMOM regulations (if adopted) is fully outlined in the Sanitary Service Fee Report attached to this report. The Sanitary Sewer Fee Report is available for public review at the City Clerk's office.

At a study session held on February 17, 2004, staff and consultants from Ray Miller Consulting Engineers provided the City Council with an overview of the sewer service fee. Since then, the consultant team has refined the fee structure and verified their data with the City's two water providers, Southern California Water Company and Yorba Linda Water District.

The proposed sewer service fee is based on the use of the sewer system as it correlates to the consumption of water by the different users of the sanitary sewer system. Pursuant to Health & Safety Code Sections 5470 through 5472.5, the ordinance must be approved by 4/5 of the City Council and will be collected by the water providers on behalf of the City. The City is entering into billing services agreements with the water providers for this purpose.

The proposed sewer use fees are as follows:

USER CLASS	SAN FEE PER CCF UNIT	AVG. MONTHLY SANITARY FEE PER ACCOUNT
Single Family Residential	\$0.35	\$5.60
Multi-Family Residential	\$0.39	\$59.67
Commercial	\$0.37	\$24.42
Industrial	\$0.37	\$23.68
Institutional	\$0.25	\$101.75
Government & Public	\$0.35	\$16.10

The City will use the revenues from the fees for the operation and maintenance of the City's sewer system in compliance with the State and Federal regulations, and the rates proposed will raise an amount of revenue that does not exceed the amount required to operate and maintain the sanitary sewer system. As is set forth in the sewer fee report, costs to operate and maintain the sewer system will exceed \$1 million dollars annually for the foreseeable future. The fees are based on the proportional costs of operation and maintenance of the sewer system attributable to each user of the sewer system.

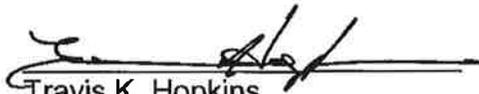
In compliance with Proposition 218, City Staff sent over 11,000 notices to property owners that may be affected by the proposed fees, including to all property owners connected to

the City's sanitary sewer system. Proposition 218 provides that the City Council cannot adopt the fees if the City receives written protests from over 50% of the affected property owners. Of the more than 11,000 notices, staff received Two Hundred Eighty-One (281) valid written protests as of the time Staff prepared this report, and approximately Eleven (11) protests which did not include the required protest information. Staff will report to the City Council regarding any additional written protests received prior to the public hearing on this item. Staff will further count any written protests submitted at the time of the public hearing, and will report on the total number of written protests received at the close of the public hearing. In finalizing the amounts required for sewer operations and maintenance, the City's consultant has determined that the fees may be reduced slightly from those set forth in the notices to property owners.

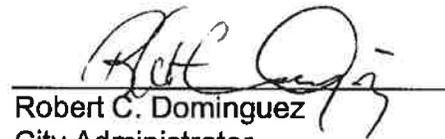
If the City Council approves the first reading of the proposed Ordinance, the Ordinance will be brought back for its second reading and adoption at the March 1, 2005 City Council meeting.

Respectfully submitted:

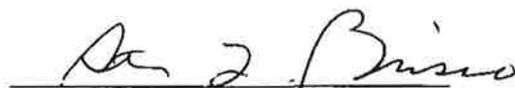
Reviewed and approved:



Travis K. Hopkins
Director of Public Works



Robert C. Dominguez
City Administrator



Steven L. Brisco
Director of Finance

Attachments: Sanitary Service Fee Report
Proposed Sanitary Sewer Fee Ordinance

ORDINANCE NO. O-2005-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ADDING TO CHAPTER 5.24 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO SANITARY SEWER SYSTEM SERVICE FEES.

City Attorney's Summary: This ordinance establishes sanitary sewer system service fees based upon consumption of water by persons using the system.

THE CITY COUNCIL FINDS AND DECLARES AS FOLLOWS:

WHEREAS, Health & Safety Code Section 5470 et seq. authorizes the City to adopt fees and charges for the acquisition, construction, reconstruction, maintenance, and operation of sanitary sewer system facilities; and

WHEREAS, the Federal Clean Water Act and the General Waste Discharge Requirements issued by the Santa Ana Regional Water Quality Control Board, Order No. R8-2002-0014, require each governmental entity that operates a sanitary sewer system in the watershed to maintain and replace its sanitary sewer system infrastructure in the manner necessary to prevent sewage spills; and

WHEREAS, sewage spills are harmful to the public health and the environment; and

WHEREAS, Order No. R8-2002-0014 requires the adequate funding for proper management, operation, and maintenance of the sanitary sewer system; and

WHEREAS, the City intends to ensure that sufficient revenues are collected to adequately manage, operate, and maintain the City's sanitary sewer system facilities; and

WHEREAS, the City does not have a dedicated sanitary sewer system service charge, and desires to operate its sanitary sewer system as an enterprise; and

WHEREAS, the revenues to operate the sanitary sewer system are currently provided from the City's General Fund; and

WHEREAS, the City's General Fund has been strained by the State's fiscal crisis and the City desires to have a dedicated source of funding for sanitary sewer system maintenance that raises sufficient revenues to cover the costs of operating the sanitary sewer system and charges the users of the system on a proportional use basis; and

WHEREAS, the Government Accounting Standards Board now requires that maintenance of infrastructure be accounted for and that reserves be in place to maintain such infrastructure ("GASB 34"); and

WHEREAS, the City has commissioned a study to identify the City's costs of operating the sanitary sewer system, and a fee structure will support the financial needs of the City's sanitary sewer system facilities while collecting the fee equitably from all persons using the system; and

WHEREAS, the City Council has received the study from Raymond C. Miller, P.E., Consulting Engineers, recommending a fee structure based upon use of the sanitary sewer system; and

WHEREAS, the study recommends setting the fees based upon the five major classes of sanitary sewer system users discharging wastewater to the City's sanitary sewer system; and

WHEREAS, the five major classes of sanitary users are as follows: Residential, commercial, industrial, institution (including public and private schools), and governmental (including other public facilities); and

WHEREAS, pursuant to Health & Safety Code Sections 5471 and 5472.5, the City has contracted or is about to contract with the local water purveyors to collect the City's sanitary sewer system service fees in conjunction with the water service charges for the same customers; and

WHEREAS, the fees collected pursuant to this Ordinance shall be used for purposes of the operation, maintenance and management of the City's sanitary sewer system.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 5.24.140 of Chapter 5.24 of Title 5 of the Placentia Municipal Code shall be added to read as follows:

Section 5.24.140 Sanitary Sewer System Service Fee.

(a) Purpose. In order to reimburse the City, in part, for its service in transporting sewerage from persons using the city-owned sanitary sewer system to the Orange County Sanitation District's publicly owned treatment works and related infrastructure, and to operate, maintain, repair and replace said city-owned sanitary sewer system, it is appropriate for the City to charge a sanitary sewer system service fee. This fee does not duplicate any existing fee, charge, levy or other toll currently collected by any public agency, and is intended to be, and shall be interpreted as, distinct and separate from any current or future (1) sewer standby or availability charge or assessment; (2) special benefit assessment or special tax imposed pursuant to state or local law; (3) sewer connection charge or sewer capacity charge paid in connection with or as a condition of approving an application for sewer service; or (4) any mitigation fee imposed on new development pursuant to state law (Government Code § 66000 et seq.) or local law.

(b) Sanitary Sewer System Service Fee Established.

Except as exempted below, there shall be imposed upon every individual, partnership, association, corporation, or agency of government that has connected or is connecting their building, structure, or fixture to the City sanitary sewer system, a sanitary sewer system service fee based upon the volume of usage of the system, as measured by metered water service. All sanitary sewer system service fees imposed pursuant to this subsection shall be due and payable at the time and in the manner provided by the water purveyor for payment of water utility bills, but shall be listed as a separate line item

on the water utility bill. The fee shall be applied based upon the water use category applicable to the system user as follows:

User Category	Fee per ccf Unit
Single-family residential	\$0.35
Multi-family residential	\$0.39
Commercial	\$0.37
Industrial	\$0.37
Institutional	\$0.25
Government & Public	\$0.35

Note: "ccf" is an abbreviation for 100 cubic feet, which is a normal unit of measure for water consumption in the Orange County area. One "ccf" of water is equal to 748 gallons.

(c) Exceptions. The following persons shall be exempt, as specified below, from the sanitary sewer system service fee established in this Section, to the extent such fee would otherwise apply to the subject building, structure, or fixture, provided that it shall be the obligation of the individual, partnership, association, corporation or agency of government to present sufficient evidence to the City to establish the applicability of one of the following categories of exemption:

- (1) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having separately metered fire service connections, for fees directly related to the separately metered fire service connections;
- (2) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having separately metered irrigation service connections, for fees directly related to the metered irrigation service connections;
- (3) Any individual, partnership, association, corporation, or agency of government with a building, structure, or fixture having no connection to the City's sanitary sewer system, for any fees imposed pursuant to this Section 5.24.140

(d) Sewer service fee adjustments and appeals procedure.

- (1) Any individual, partnership, association, corporation, or agency of government subject to the sewer system service fee may apply to the Public Works Director, or the Director's designee, for an adjustment of, or exemption from, the fee billed pursuant to this Section in the manner provided for below.

(2) Review Process.

- (A) Any individual, partnership, association, or agency of government who has reason to

dispute the imposition or computation of the fee billed pursuant to this Section shall file with the Director, within sixty (60) days of the date payment of the fee is first due, an application for exemption or adjustment in the form prescribed by the Director, or designee, stating all facts and contentions upon which the applicant bases the application for adjustment.

- (B) The Director or designee shall consider all information provided with the application and determine whether the information supports a finding that an exemption from the fee imposed by this Section applies to the building, structure, or fixture of the applicant; whether the applicant should be charged under a different category of water use in which the applicant had been designated; whether the water use category accurately reflects the user's use of the sewer system; or whether there was an error in the computation of the fee.
 - (C) The Director or designee shall render a decision in writing and send the decision to the applicant, by certified mail, within forty-five (45) days of the date that the application is received.
 - (D) The applicant may appeal the decision of the Director or designee to the City Administrator within fifteen (15) days of the date of mailing of the decision of the Director or designee by filing a written notice of appeal with the City Clerk. The notice of appeal shall state all facts and contentions upon which the appeal is based. The City Administrator shall review the Director's or designee's decision based upon the application, the information submitted by the applicant and the information presented in the underlying hearing process and shall determine whether the Director's or designee's decision is supported by the evidence. The City Administrator shall render a decision in writing within fifteen (15) days of receipt of the appeal. The City Administrator's decision shall be final and conclusive.
 - (E) The filing of an appeal pursuant to subsection (d)(2) shall not affect the obligation of the appellant to pay the fee as billed.
- (3) The City shall refund overpayments within thirty (30) days of the final determination of the overpayment. If the Director or City Administrator makes a final determination that a claimant should not be charged a sewer service fee, a claimant should be charged in a different category of water use than the category in which

held thereof on the ____ day of _____, 2005, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Patrick J. Melia, City Clerk

Approved as to form:

Thomas F. Nixon, City Attorney

NOTICE OF PUBLIC HEARING

February 15, 2005

7:30 P.M.

City of Placentia, California

Council Chambers

401 East Chapman Avenue, Placentia, California 92870

At a public meeting on February 15, 2005, the residents of Placentia will have the opportunity to tell our City Council their thoughts regarding a **proposed sanitary sewer maintenance fee** necessary to meet the City's service obligations and the regulatory obligations imposed on the City of Placentia by the Regional Water Quality Control Board.

Please refer to the reverse side of this notice to obtain more information regarding the following:

1. The amount of the fee proposed to be imposed upon the property,
2. The basis upon which the amount of the fee was calculated, and
3. The reason for the fee or charge.

Proposition 218 allows **property owners** to respond to the proposed fees prior to or during the public hearing. Consistent with the provisions of Proposition 218, this notice has been mailed to all owners of affected real property as the names and addresses appear on the latest equalized assessment role. If you object to the proposed fees as described in this **Notice**, you may file a written protest with the City Clerk at or before the time set for the public hearing. Protests can be mailed or personally delivered to:

City Clerk
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

A valid protest **must** include:

1. The name of the record owner or owners of the property, and
2. Identification of the property by either assessor's parcel number or street address, and
3. A statement of protest ("I protest" will suffice), and
4. The **original** signature of the protesting owner or owners (photocopies will not be accepted).

If the owners of a majority of the affected properties file written protests, the proposed fee will NOT be imposed.

Please note that each property will be counted as a single vote, regardless of the number of owners. If there are two record owners, both must sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property.

The City Clerk will determine the validity of all protests submitted and exclude any invalid protests from the final tabulation. The City Clerk may confer with the City Attorney in determining the validity of written protests. As part of this process, the City Attorney may view contested or suspect protest forms. The City Clerk's decisions shall be final and binding. In the preliminary determination of validity, the City Clerk will disregard as invalid all protests in the following categories:

1. The purported protest is a photocopy and does not contain an original authorized signature,
2. The purported protest does not identify the owners of the property,
3. The purported protest has not been signed by the owner or owners of record,
4. The purported protest has not been signed by both record owners (if there are two owners) or a majority of record owners (if there are more than two owners),
5. The purported protest does not have an identifiable statement of protest,
6. The purported protest is one of multiple protests returned for a single property, or
7. The purported protest's appearance or method of delivery reflects any other circumstances which reasonably demonstrate that the protest has been tampered with or is otherwise invalid.

If you have any questions regarding this Notice or the proposed sewer maintenance fee, or would like even more detailed information, please call City of Placentia at (714) 993-8117.

Si desea recibir este aviso o más información sobre la tarifa del drenaje sanitario en español, por favor llame a la Ciudad de Placentia, (714) 993-8117.

**Questions and Answers
Proposed sanitary sewer maintenance fee**

1. What is the amount of the fee proposed to be imposed upon the property?

The proposed fee is based on how much water is used AND how it is used. The more water used, the more that goes down the drain into the sewer. And in apartments, for example, a greater percentage of the water goes down the drain than in a home where much of the water ends up watering the lawn.

User class	Fee per 100 cubic feet of water (ccf)	Average monthly fee
Single family residential	\$0.37	\$5.92
Multi-family residential	\$0.42	*see below
Commercial	\$0.39	\$25.74
Industrial	\$0.39	\$24.96
Institutional	\$0.27	\$109.89
Government & public	\$0.37	\$17.02

**Depends on the number of units in the building or complex on the same water meter.*

You can see in the chart that the average monthly bill for a home would be almost \$6 per month. The average apartment dweller most likely would pay less, even though the cost per 100 cubic feet of water is more. But it depends also on how many units are in the building or complex. The historical average amount of water used for each user

class was used to arrive at the average monthly fee for all categories.

In most cases, the fee would be included in your water bill from Southern California Water Company. It would be less expensive for the City to contract with SoCal Water to collect the fee than to set up a separate billing office. Yorba Linda Water District provides water and sewer service to about 20% of City residents. They already have seen their sewer fee increase from \$2.50 to \$3.50 per month.

2. What is the basis upon which the amount of the fee is calculated?

The total fee collected is calculated on the amount of funds required to comply with new regulations (see below). As explained above, the individual fee is based on how much water is used and how it is used.

3. What is the reason for the sanitary sewer maintenance fee?

The Santa Ana Regional Water Quality Control Board recently imposed new regulations that require all cities and districts in Orange County that operate a sewer system to adopt a stringent sewer system management plan. The plans are intended to reduce the number of illegal sewage overflows that sometimes result in beach closures and other environmental violations.

The sewer system management plan includes many more administrative, monitoring and reporting requirements; an increase in the frequency of routine preventive operation and maintenance activities; a more aggressive schedule of rehabilitating or replacing aging portions of the system; and a program to control fats, oils and grease discharged into the sewer system that cause most overflows by solidifying and then plugging up the sewers. The Regional Board order also calls for heavy fines for failure to comply with the regulations and for sewage spills that could have been avoided.

The total cost of compliance will be significant – about \$1.1 million per year. In the past, the City spent only about \$60,000 a year, all coming from the City's general fund. With the increased costs of Regional Board compliance, the general fund can no longer cover the costs. **Revenues derived from this fee will be used only for the sanitary sewer collection system in order to comply with Regional Board requirements.**

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

PRST STD US POSTAGE PAID ANAHEIM, CA PERMIT NO. 26
--

Label with address and APN number

CITY OF PLACENTIA



**Sanitary
Service Fee**

Raymond C. Miller, P.E.
Consulting Engineers

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Introduction

Residents within the City of Placentia are provided sanitary service through one of two independent sanitary sewer systems. Approximately 80% of Placentia residents are serviced by the collection system owned and operated by the City. The remaining 20% of residences are outside of the City sewer service boundary and are provided sanitary service by the Yorba Linda Water District (YLWD).

The sewer service boundaries within the City of Placentia are outlined in figure 1-1 below.

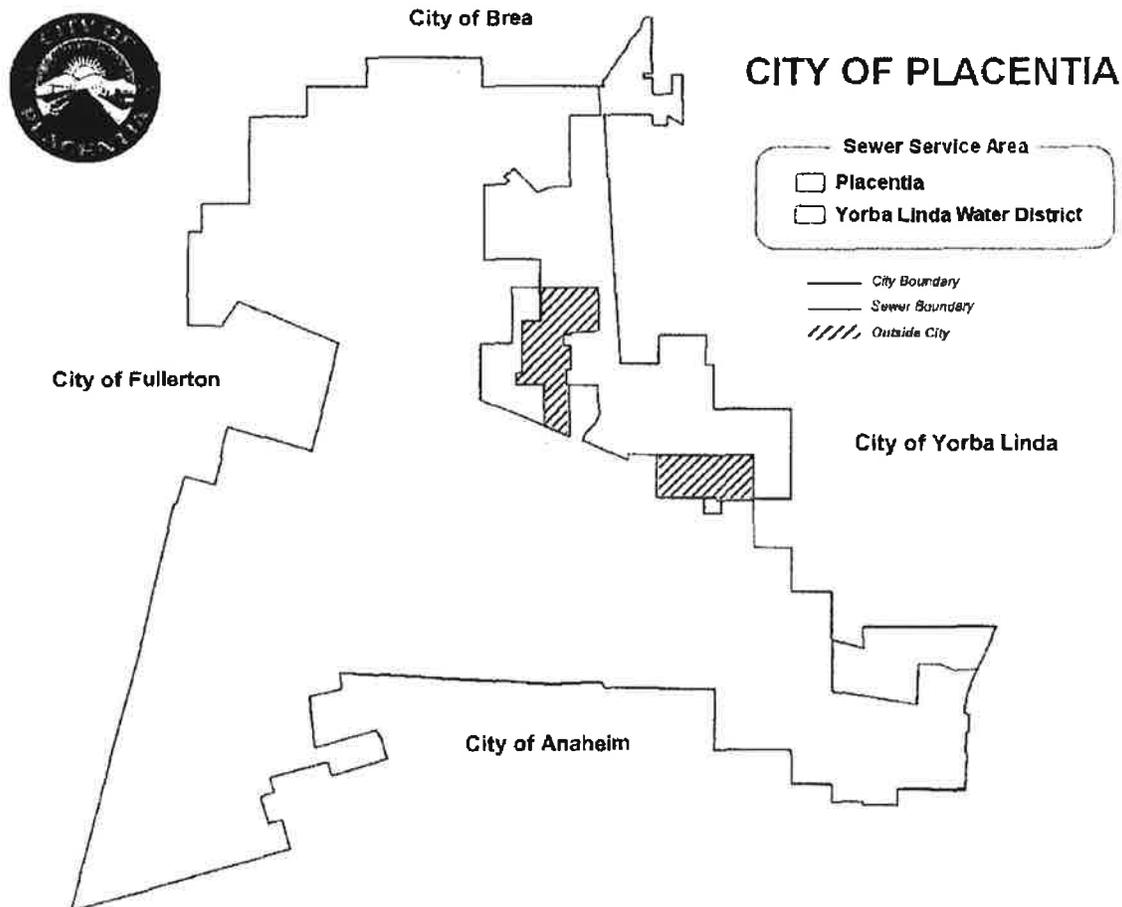


Figure 1-1 Sewer Service Boundaries

Sanitary Sewer System Overview

All sanitary waste collected by the City's sanitary sewer system is passed onto Orange County Sanitation District (OCSD) for treatment. As a result, the City's primary focus is the cleaning, management and maintenance of the collection lines within the City's sanitary service area.

The City's sanitary sewer system is comprised of approximately seventy-six miles of collection lines ranging in size from eight inches to twenty-one inches in diameter. Over 96% of the lines are estimated to be twelve inches in diameter or smaller. Recent studies indicate that the majority of the lines are of adequate capacity to service the total estimated flow.

Operation of the sanitary sewer system is entirely gravity based, which simplifies the overall operation and maintenance of the system. Historically, the system has been very low maintenance with few noted problems. Maintenance has been predominately through the cleaning of pre-identified problematic areas (known as hot spots) and through the remediation of line blockages.

Although the system has been relatively problem free, the exact age and condition of the entire system is not fully known. City staff recommendations to meet Waste Discharge Requirements are to thoroughly clean all of the lines annually, while also performing a video inspection of all lines over the next four years. This video inspection will help identify problem areas and can be used to develop long-term capital improvement and replacement programs for the sanitary sewer system.

Impact of Regulatory Compliance

Impending regulations, such as the Environmental Protection Agency's Capacity, Management, Operation and Maintenance (cMOM) and the adopted Waste Discharge Requirements (WDR) of the Regional Water Quality Control Board of Region 8, are enforcing more stringent requirements on sanitary sewer systems. These regulations set requirements to ensure that sanitary sewer systems are adequately sized, managed, operated and maintained in an effort to eliminate all sanitary sewer overflows (SSOs). The full impact of the WDR regulation on the City's sanitary sewer system is fully outlined in Appendix B, starting on page 22.

Although the regulations impose good operations and management practices for all sanitary sewer systems, these regulations are imposed without additional state or federal funding. This comes at a time when the City's costs are increasing while state and federal funding for cities is declining.

Regulatory compliance, coupled with the increasing maintenance costs due to the age of the sanitary sewer system, are projected to have a tremendous impact on the overall cost of maintenance and operation of the system (see the sanitary revenue requirements in Appendix C, starting on page 27). These costs can no longer be absorbed within the City's normal general fund.

Sanitary Sewer System Funding

Presently, funding for the routine operation and maintenance of the sanitary sewer system is provided through the City's general fund. At this time, no reserves for capital improvements, rehabilitation or replacement have been set aside.

As a result of increasing regulatory, operational and financial pressures, the City is unable to absorb these costs within the regular general fund. It is projected that the City requires over one million dollars per year for the next three years to properly operate and maintain the sanitary sewer system. The establishment of a separate sanitary service fee is essential for the City to meet the increasing demands.

The City of Placentia has elected to develop a separate sanitary fee that supports the financial needs of the sanitary sewer system while collecting the fee equitably across all customers being served.

Review of Other Agencies

Collection of a separate sanitary service fee is a common practice among the majority of the sanitary service providers. Out of the 26 member agencies polled in the 2003 Orange County Sanitation District (OCSD) survey, only five agencies (City of Fountain Valley, Rossmoor/Los Alamitos Area Sewer Dist., City of Tustin, City of Villa Park and City of Placentia) did not report funding their sanitary collection using a separate sanitary fee. At the present time the City of Fountain Valley is in the process of implementing a separate sanitary fee.

Table 1-1 below shows a sampling from the 2003 OCSD survey of sanitary fees for neighboring agencies around the City of Placentia.

Agency	Population	Miles of gravity sewer lines	Feet of force main lines	Residential Charge	Commercial Charge	Industrial Charge
City of Anaheim	320,000	510	0	\$2.33 per month, per dwelling unit	\$4.21 per month per water closet	Same as commercial
City of Brea	36,857	108.5	300	0-1,000 sq.ft @ \$0.76/month 1-2,000 sq.ft @ \$1.52/month 2,000+ sq.ft @ \$2.28/month	0-5 receptacles @ \$2.28/month 6-20 receptacles @ \$22.80/month 20+ receptacles @ \$45.60/month	Same as commercial

Agency	Population	Miles of gravity sewer lines	Feet of force main lines	Residential Charge	Commercial Charge	Industrial Charge
City of Buena Park	75,000	250	0	6% of total water consumption + capacity charge/ready-to-serve charge (typically \$10.94/bimonthly for ¾" meter)	6% of total water consumption + capacity charge/ready-to-serve charge (varies based on meter size)	Same as commercial
City of Fullerton	126,000	283.7	0	25% of total water consumption + capacity/ready-to-serve charge (based on meter size \$10.04/bimonthly for a ¾" meter) Fees pay for street sweeping, tree trimming, storm drain maintenance, and sanitary sewer construction, maintenance and repair	25% of total water consumption + capacity/ready-to-serve charge	Same as commercial
City of Garden Grove	169,000	327	9,150	\$6.64 bimonthly charge	\$8.76 bimonthly charge	Same as commercial
City of La Palma	16,400	25	0	\$.20 per 100 cu. ft. of water (\$1.65 per 100 cu. ft.) bimonthly	Same as residential	Same as commercial
City of Orange	129,400	314.2	600	\$10.68 bimonthly covers sanitary sewers, storm drains, trees and other maintenance services	\$11.98 bimonthly	Same as commercial
City of Placentia	48,319	76	0	No sewer charge – fees come from the General Fund	No sewer charge – fees come from the General Fund	No sewer charge – fees come from the General Fund

Agency	Population	Miles of gravity sewer lines	Feet of force main lines	Residential Charge	Commercial Charge	Industrial Charge
City of Stanton	33,000	55	600	\$28.25 per yr for SFR homes \$22.60 per yr for apts \$14.12 per yr for mobile homes (collected on prop tax bill)	\$28.25 per yr x 12 (sewer units per acre x no. of acres) also collected on prop tax bill	\$28.25 per yr x 15 (sewer units per acre x no. of acres) also collected on prop tax bill
City of Yorba Linda	63,000	72.7	450	Sewer assessment district	Sewer assessment district	Sewer assessment district
Yorba Linda Water District	57,694	146.4	529	\$2.00 per month for single family residence \$1.70 per month for multi-family residence \$1.70 per month for mobile homes	First 2,200 cu. ft. billed at \$2.00 per month \$1.70 per 1,000 cu. ft. over 2,200 cu. ft.	First 1,100 cu. ft. billed at \$2.00 per month \$1.70 per 1,000 cu. ft. over 1,100 cu. ft.

Table 1-1 Summary of Agencies from 2003 OCSD Sanitary Rate Survey

Revenue Requirements

To effectively fund the sanitary sewer system, each of the various cost centers were identified and an analysis of the required revenue for an initial three-year period was performed. It is desired that the sanitary fee developed raise enough revenue during this three-year period to cover all anticipated system costs, allowing the rate to remain constant during this initial time period.

Each of the five sanitary sewer system cost centers are briefly described in the sections below.

Operation and Maintenance

Required funds in this area are for normal operations and routine maintenance. This includes the contract maintenance for line cleaning and video inspection along with personnel to oversee and inspect the system. Also included are the costs for emergency response and remediation of sewer blockages.

Administrative

Required funds in this area are for personnel used in managing and administering the sanitary sewer system. Also included are the costs for public outreach and education programs as required by the Sewer System Management Plan (SSMP).

Billing

Required funds in this area are to cover billing and collection fees. This also includes an amount for bad debt collection and write-offs.

Capital Improvement Projects

Required funds in this area are for the sanitary sewer system master plan update and current short-term rehabilitation and replacement projects. It is anticipated that the City will obtain outside funding to obtain the needed capital for the current projects. Only the anticipated debt service for the funding has been captured.

Reserves

Required funds in this area are for both short-term and long-term reserves. Short-term reserves are needed to cover unforeseen short-term operational needs. These reserves are part of a rate stabilization fund, which allows the operation to continue without an increase in the rate. The long-term reserves are for future funding of the inevitable systematic rehabilitation and replacement of the infrastructure.

Setup Costs

Required funds in this area are for the initial analysis and setup of the sanitary fee. This includes the costs associated with the development of the sanitary fee, the cost to setup the collection of the fees with the billing agencies, and the community relations outreach costs to educate and communicate the fee to the public. The total setup costs will be distributed equally across the three-year period.

Revenue Requirements Summary

A summary of the revenue requirements identified by cost center is given in table 2-1. The complete three-year revenue requirements table is located in Appendix C, starting on page 27. Although it is anticipated that the revenue requirements should accurately cover all the costs of the system, it is recommended that the City annually review the revenue generated against the requirements to identify any potential changes, which may impact future years.

<i>Revenue Requirements</i>	<i>2005</i>	<i>2006</i>	<i>2007</i>	<i>Average</i>
<i>Operations and Maintenance Costs</i>	<i>355,801</i>	<i>364,852</i>	<i>374,161</i>	<i>364,938</i>
<i>Administrative Costs</i>	<i>95,021</i>	<i>70,921</i>	<i>66,839</i>	<i>77,594</i>
<i>Billing Costs</i>	<i>43,837</i>	<i>43,523</i>	<i>43,544</i>	<i>43,635</i>
<i>Capital Improvement Costs</i>	<i>259,516</i>	<i>200,000</i>	<i>200,000</i>	<i>219,839</i>
<i>Reserve Funding</i>	<i>307,153</i>	<i>307,153</i>	<i>307,153</i>	<i>307,153</i>
<i>Setup Costs</i>	<i>50,907</i>	<i>50,907</i>	<i>50,907</i>	<i>50,907</i>
<i>Total Sanitary Revenue Requirements</i>	<i>\$1,112,235</i>	<i>\$1,037,356</i>	<i>\$1,042,604</i>	<i>\$1,064,066</i>

Table 2-1 Summary of Sanitary Revenue Requirements

Review of the Revenue Requirements

A review of the cost centers reveals that approximately 84% of the entire revenue requirement is needed for operations and maintenance, reserves and capital improvements. As anticipated, the majority of the required revenue is needed to keep the system properly managed and maintained.

Administrative costs account for approximately 7% of the required revenue, while setup and billing costs each account for about 5% of the revenue. A breakdown by cost center is presented graphically in figure 2-1 below.

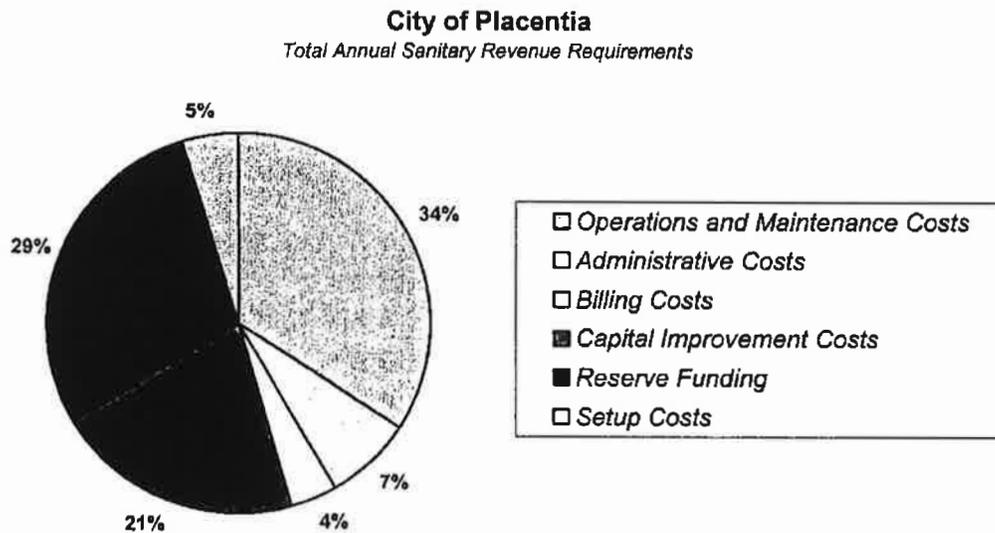


Figure 2-1 Breakdown of Revenue Requirements by Cost Center

Rate Structure Methodology

The established City goal in defining a sanitary rate is to establish a rate structure to equitably distribute the sanitary sewer system costs, while ensuring that all users contribute their fair share toward the financial obligation of the system.

This goal allows users to pay their proportionate share based upon individual use, while allowing users control over the amount of their bill, and maintaining that all users pay their fair share of the financial obligation of the system.

Since only water consumption is metered for the users of the sanitary sewer system, the desired rate structure must be based upon the return flow of the users' water consumption. The return flow is established by defining the discharge factors that when applied to water use, will accurately estimate the return flow for a given class of user.

Definition of User Classes

Since the return flow contributed to the sanitary sewer system varies greatly based upon the type of application for the user being served, a separate rate should be developed for each class of user of the sanitary sewer system. The five major classes of sanitary users are:

- Residential (single and multi-family)
- Commercial
- Industrial
- Institutional (including public and private schools)
- Government (including other public facilities)

These user classes are fully defined in the glossary of terms in Appendix A, starting on page 19.

An analysis of the user classes within the City reveals that the overwhelming majority of the users are residential in nature. Figure 3-1 graphically shows the breakdown of the various user classes and figure 3-2 shows the location of the user classes in within the City.

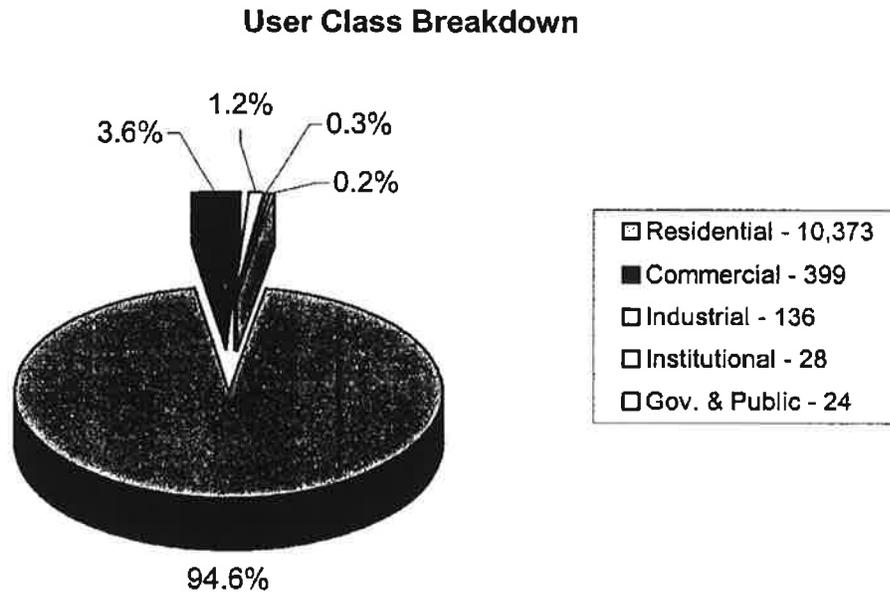


Figure 3-1 Percentage Breakdown of User Classes

Within the residential class, it is recognized that the single-family discharge is typically different from that of the multi-family. Most single-family residential dwellings have a significant amount of irrigation and outside usage that does not return to the sanitary sewer system. In most multi-family units, irrigation and other outside usage are separately metered. As a result, a larger percentage of multi-family water usage returns into the sanitary sewer system.

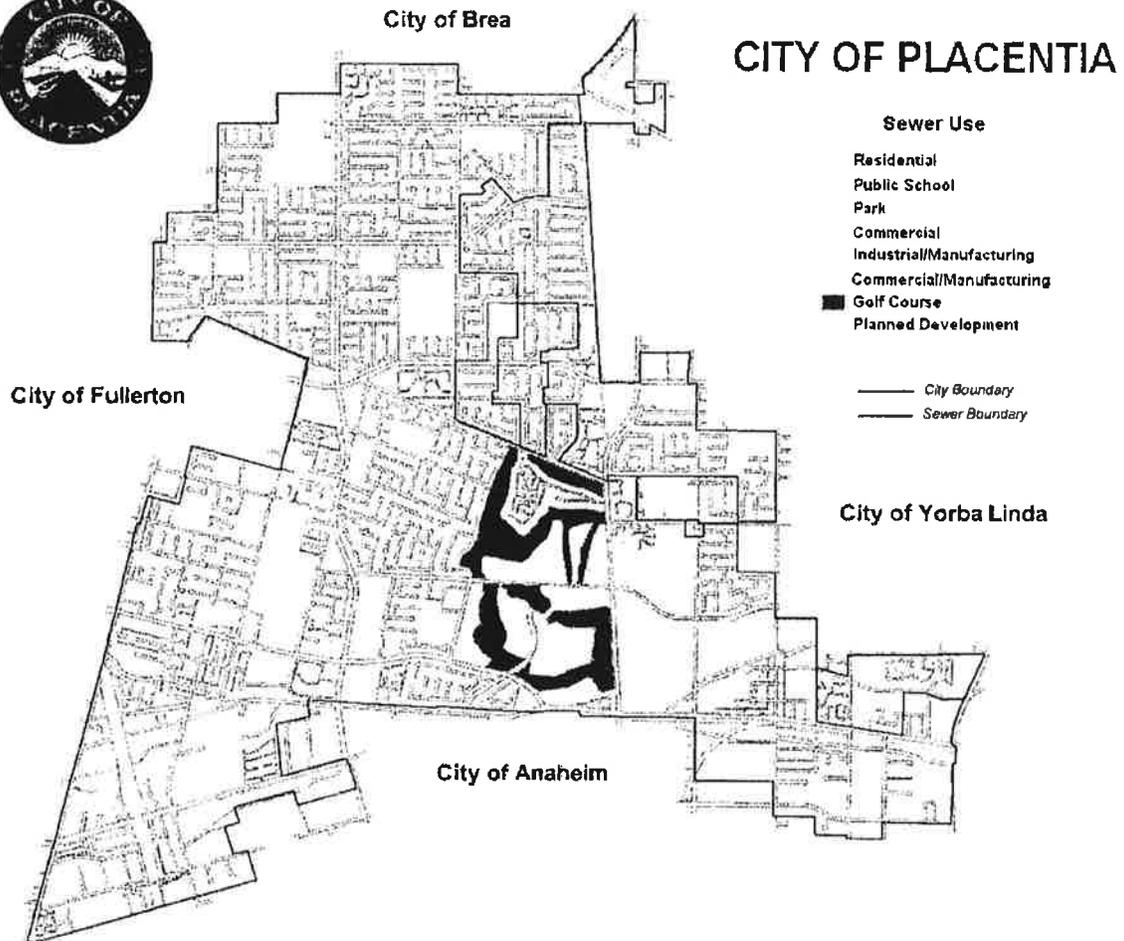


Figure 3-2 Map of Sanitary Use

Definition of Discharge Factors

Water consumption data for a two-year period was obtained for all users within the City's sanitary service area. Discharge factors were calculated for each user class based upon the ratio of winter water use to non-winter water use. Winter water usage decreases due to lower irrigation and outdoor use. A customer's discharge factor is calculated according to the following formula:

$$[\text{Discharge Factor}] = \frac{[\text{Average Water Usage for December through March}]}{[\text{Average Water Usage for April through November}]}$$

The resulting discharge factors calculated are shown below in table 3-1.

Discharge Factors by User Class		
User Class	Calculated Average Discharge Factor	Accepted Discharge Factor
Single Family Residential	75.7%	75%
Multi-family Residential	87.8%	85%
Commercial	80.2%	80%
Industrial	78.6%	80%
Institutional	55.4%	55%
Government & Public	77.1%	75%

Table 3-1 Summary of Discharge factors by User Class

Reviewing the accepted discharge factors, it is found that they are within the generally accepted engineering ranges, with the exception of the commercial and industrial class. The commercial and industrial discharge factors are slightly lower than the generally accepted range of 90% to 100%. Although this factor is slightly lower, it is felt that the calculated discharge factors more accurately reflect the actual commercial/industrial consumers for the area.

Also, the discharge factors reveal that the return flow for the commercial and industrial user classes are the same. As a result, the sanitary rate for the commercial and industrial classes will be the same and the rate model developed will have only five unique rates.

Rate Model

A rate model was developed using the various user classes previously identified. This model uses two-year consumption data for each customer to compute the total average annual water consumption for each user class. Applying the discharge factors previously calculated, we arrive at the estimated sanitary flow for all users in the sanitary sewer system. A summary of the results is shown in table 3-1 below.

<i>User Class</i>	<i>Average Annual Water Usage (ccf)</i>	<i>Discharge Factor</i>	<i>Estimated Annual San. Flow (ccf)</i>	<i>Estimated San. Flow (gpd)</i>
Single Family Residential	1,898,640	75%	1,423,980	290
Multi-family Residential	563,174	85%	478,698	3,206
Commercial	316,803	80%	253,442	1,302
Industrial	103,951	80%	83,161	1,253
Institutional	138,240	55%	76,033	5,501
Government & Public	10,478	75%	7,859	716
Total Estimated Annual Sanitary Flow:			2,323,173	

Table 3-2 Summary of Estimated Annual Sanitary Flow by User Class

An analysis of the sanitary sewer system reveals that there are approximately 214 residential customers on private sanitary lines, which directly flow into lines operated and maintained by agencies other than the City. These residential customers have a total estimated annual sanitary flow of 30,816 CCF units. Since this flow is not contributed into the City's sanitary sewer system, this flow must be removed from the total estimated annual flow shown above and these identified residential customers will not be subject to the sanitary fee.

Taking the total annual revenue requirements and dividing it by the adjusted total estimated annual sanitary flow of 2,292,357 we arrive at a cost of \$0.46 per each CCF of sanitary flow. This means that each CCF of sanitary waste generated requires \$0.46 of revenue from the user.

Summary of Rates

Using the previously calculated discharge factors and cost per unit of sanitary flow, we can determine the rate for each user class by multiplying the discharge factor against the rate per unit of flow. This rate is the cost of the return flow per unit of water consumed.

A summary of the rates by user class along with an average bill for a customer within that class is given in table 4-1 below.

<i>User Class</i>	<i>San Fee per ccf Unit</i>	<i>Avg Monthly Sanitary Fee per Account</i>
Single Family Residential	\$0.35	\$5.60
Multi-family Residential	\$0.39	\$59.67
Commercial	\$0.37	\$24.42
Industrial	\$0.37	\$23.68
Institutional	\$0.25	\$101.75
Government & Public	\$0.35	\$16.10

Table 4-1 Summary of Sanitary Rate by User Class

The full sanitary rate analysis table is provided in Appendix D, starting on page 30.

General Implementation

At the start of the study, it was agreed that the City of Placentia does not have the data or personnel resources necessary to bill and collect the sanitary fee. As a result, initial contacts were made with Southern California Water Company (SCWC) and Yorba Linda Water District (YLWD), who provide water to the customers within the City's sanitary service area, to inquire about contract billing services.

After describing the project and anticipated rate structure, both SCWC and YLWD were agreeable to provide the billing and collection services under contract with the City and initial cost estimates were provided. These cost estimates were for both start-up and monthly billing costs and were included in the revenue requirements.

General agreements have been drafted that outline the methods along with the terms and conditions of the billing arrangement. In general terms, the billing agencies would bill the customers for the sanitary fee based upon the water consumption routinely invoiced by the agency. The billing agency will generate the bill and collect the fee, submitting the fees billed and amount collected (less the agreed billing and collection fees owed to the agency) to the City on a monthly basis.

It has been requested by both billing agencies, that the City provide a contact number and staff reference person that can be placed on the bill message for customers to call if there is a question or a dispute regarding the fee. The billing agencies are not providing customer service personnel time for handling sanitary billing issues. As a result, it is necessary that the City designate a staff member or members to be familiar with the fee and that a contest procedure be developed by the staff.

Since the City will not have the individual billing records at their disposal, billing verification and problem resolution will, at times, require a coordination between the billing agency and the City. It would be in the best interest of the City to setup initial discussion meetings with the billing agencies to procedurally determine how data will be shared and how anticipated billing problems will be resolved. From these meetings, a general procedure guideline should be created for City staff to outline how billing issues and grievances should be addressed.

Sanitary fees collected need to be received into a general sanitary fund account, separate from the City's normal general fund. After the collected fees are received, the required sanitary reserves should be transferred from the general sanitary fund account into a separate designated sanitary reserve account where the reserve funds can be tracked and invested separately.

City labor costs, for work expended specifically on the sanitary sewer system, should be accounted for separately. Each month, the general sanitary fund can pay back these costs to the City's normal labor fund account.

Community Relations

Once the sanitary fee has been approved, it is important for the City to begin an intensive community relations outreach to clearly communicate:

- Why the sanitary fee is necessary
- How the fee will be implemented
- What impact the fee will have to the sanitary users
- Where to go to get additional questions or problems answered

Also, it is best to anticipate the issues that may be presented by the community and to address as many of these as possible, before they are brought up.

It is anticipated that the public communications will be done through mailing printed materials (in all applicable languages) and through community meetings with homeowner associations, business associations and special advisory committees.

Both of the billing agencies have requested that they receive a copy of any printed materials mailed, so that they are knowledgeable about the sanitary fee being developed.

General Recommendations

During the development of the sanitary fee, several items were observed that should be reviewed and addressed by the City over time. The following general items are recommendations that will enhance the overall sanitary sewer system.

- The City should begin identifying all sanitary sewer system costs separately so that a review of all sanitary costs including general operational and labor costs can be reviewed on an annual basis.
- An annual review of the sanitary sewer system costs against the projected revenue requirements and the revenue collections against the projected revenue should be performed. This should be done to verify that the actual requirements and revenue match the actual costs and collected revenue.
- The City should electronically collect all information available from the video inspection work being performed. Size, depth, length, location, material, condition, age of pipe and identified problems should be gathered and stored electronically.
- A full reserve analysis should be performed once the sanitary master plan is complete and the video inspection work is completed on all lines. This should be done in conjunction with developing a comprehensive capital improvement plan.
- A review of the current connection fees for new development or re-development should be performed to ensure that fees are consistent with the current buy-in costs of the sanitary sewer system.
- A review of potential grants or low interest loans should be investigated in an effort to fund the immediate capital improvement projects pending for the sanitary sewer system.
- A documented grievance process should be developed, which allows customers who feel that they are being improperly charged to identify their special circumstances. It has been identified that there are known conditions (customers who are still on septic systems for example) which are impossible for the City to completely identify without the assistance of the customer. The grievance process will allow the City to work with the customer to identify and resolve these types of conditions.

Summary

At the present time, funding for the routine operation and maintenance of the collection system is provided through the City's general fund. As a result of increasing regulatory, operational and financial pressures, the City is unable to continue to absorb these costs within the regular general fund.

Current projections indicate that the City requires over one million dollars per year for the next three years to properly operate and maintain the sanitary sewer system. It is anticipated that these costs will continue to increase in future years. The establishment of a separate sanitary service fee is essential for the City to meet the increasing regulatory, operational and financial demands.

The City of Placentia has elected to develop a separate sanitary fee that supports the financial needs of the sanitary sewer system while collecting the fee equitably across all customers being served. The sanitary fee described within this document captures the essence of the City's established goal.

It is important that the City work diligently to establish a sanitary fee and to begin an intensive community relation outreach to clearly communicate their stated goal and implementation method. It is anticipated that communications with the public will be accomplished through mailing of printed materials (in all applicable languages) and through community meetings with homeowner associations, business associations and special advisory committees. This communication is a major factor in determining the overall public acceptance of the sanitary fee.

It is agreed that the City of Placentia does not have the data or personnel resources necessary to bill and collect a sanitary fee. Southern California Water Company (SCWC) and Yorba Linda Water District (YLWD) are agreeable to provide the billing and collection services under contract with the City for the sanitary fee. General agreements have been identified that outline the methods along with the terms and conditions of the billing arrangement.

Since the City will not have the individual billing records at their disposal, billing verification and problem resolution will, at times, require a close coordination between the billing agency and the City. Before implementation, it would be in the best interest of the City to setup initial discussion meetings with the billing agencies to procedurally determine how data will be shared and how anticipated billing problems will be resolved. From these meetings, a general procedure guideline should be created for City staff to outline how billing issues and grievances should be addressed.

Time is of the essence in the establishment of a sanitary fee and is imperative to the continued operations, maintenance and management of the City's sanitary sewer system. Although implementation of this new fee represents a substantial undertaking of the City, it represents a key element to ensuring the viability and longevity of the sanitary sewer system.

Appendices

Appendix A - Glossary of Terms

Average Sewage: The average amount of sewage that enters the sanitary sewer system from a user as determined and established for different user classes.

Capacity, Management, Operation and Maintenance (cMOM): The Environmental Protection Agency's pending regulation enforcing asset management and proper operation/maintenance of sanitary sewer systems with the goal of reducing Sanitary System Overflows (SSOs).

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

CCF: An abbreviation for 100 cubic feet, which is a normal unit of measure for water consumption in the Orange County area. One CCF of water is equal to 748 gallons.

Discharge Factor: A factor that can be applied to the water usage of a particular class of user to reflect the estimated percentage of water usage, which is discharged to the sanitary sewer system. Discharge factors are determined as a ratio of winter water use to non-winter water use. Winter months for this study will be defined as December, January, February and March. Consumption for March is added, since the majority of the studied accounts are billed bi-monthly.

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

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

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

Institutional (INS): The use of the sanitary sewer system related to private/public schools, junior colleges, colleges/universities, cemeteries, hospitals, garden and agriculturally zoned property, and public land agencies.

Multi-family Residential (MFR): A structure or set of structures containing multiple dwelling units designed for and containing facilities for living, sleeping, cooking, and eating. The structures may be made up of one-family houses attached to one or more houses and buildings constructed for occupancy by two or more families (e.g., duplexes, apartments, townhouses, row-houses, condominiums, and boarding and rooming houses) and all residential mobile homes or trailers.

Orange County Sanitation District (OCSD): The public agency responsible for treating and disposing of the wastewater collected by City of Placentia's sanitary sewer system along with the majority of the wastewater generated in the Santa Ana basin of Orange County.

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

Public (PUB): The use of the sanitary sewer system related to predominantly general public use. Examples include museums, historical sites, religious organizations, charitable organizations, social advocacy organizations, civic and social organizations that are not operated for profit or operated under any governmental agency.

Recreational (REC): The use of the sanitary sewer system related to predominantly to private recreational use. Examples include homeowners' associations and mobile home park recreation buildings and pool cabanas.

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

Sanitary Sewer System: The entire network of appurtenances, improvements, fixtures, and real property involved in the operation and maintenance of the sewage collection and disposal system of the City of Placentia. Also referred to as the sanitary collection system.

Sewage: The used, spent or wasted discharge water received in the sanitary sewer system from any of the connected sources.

Sewage Strength: The concentration of dissolved and suspended matter in sewage, as indicated by biochemical oxygen demand or suspended solids.

Sewer Service Fee: The amount imposed upon users of the sanitary sewer system having a connection or contribution to the sanitary sewer system.

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

Sewer System Management Plan (SSMP): The City of Placentia's specific response plan to meet the Waste Discharge Requirements imposed by the California Regional Water Quality Control Board's Region 8.

User: An owner or occupant of a premises which discharges sewage or has a connection to discharge sewage into the sanitary sewer system.

User Class: A group of users that have similar sanitary discharge flow and strength characteristics.

Waste Discharge Requirements (WDR): The California Regional Water Quality Control Board's, Santa Ana Region (Region 8), adopted order number R8-2002-0014 General Waste Discharge Requirements for all sewage collection agencies in Orange County within Region 8. This currently enforced regulation is essentially an asset management program, comparable to that of cMOM, providing guidelines for the proper operation and maintenance of a sanitary sewer system.

Appendix B - Waste Discharge Requirements

Below is a outline of the impact of the California Regional Water Quality Control Board's adopted Waste Discharge Requirements (WDR) as it relates to the City of Placentia's operation and management of the sanitary sewer system.

On April 26, 2002, the California Regional Water Quality Control Board, Santa Ana Region (Region 8), adopted order number R8-2002-0014 General Waste Discharge Requirements, referred to as the WDR, for all sewage collection agencies in Orange County within the Santa Ana Region.

The WDR is written in anticipation of the federal capacity, management, operations and maintenance (cMOM) regulation being proposed by the Environmental Protection Agency (EPA). cMOM could become law as early as 2004 with the provision of being enforceable upon adoption. Like cMOM, the WDR is, in addition to being a regulation, an asset management program providing guidelines for the proper operation and maintenance of a sanitary sewer system.

Sanitary sewer overflows (SSOs) are a frequent occurrence in portions of Orange County within the Santa Ana Region. The chief causes of sanitary sewer overflows include grease blockages, root blockages, sewer line flood damage, manhole structure failures, vandalism, pump station mechanical failures, power outages, storm or ground water inflow/infiltration, debris blockages, collection system age and construction material failures, lack of proper operation and maintenance, lack of capacity and contractor caused damages. Most of these SSOs are preventable with adequate and appropriate source control measures and operation and maintenance of the sewage collection system.

To address the issues of adequate and appropriate source control measures and operation and maintenance of the sewage collection system, the WDR outlines what measures are required for a properly operated and maintained sanitary sewer system. Implementing the WDR will result in the development of a Sewer System Management Plan (SSMP) that is tailored to the sanitary sewer system that is owned and operated by the City of Placentia. The SSMP is comprised of multiple elements to ensure the City is doing all it can to eliminate preventable SSOs. Unlike cMOM, the WDR and SSMP are being phased in over several years with the first elements (spill reporting) being due in April 2002 and the final SSMP element being due September 2005. As each element of the SSMP becomes due (submitted to the Regional Board) it must also be implemented on or before the due date.

This document will briefly outline the elements of the WDR and SSMP required for the proper operation and maintenance of the City's sanitary sewer system including funding, system condition assessment with replacement and rehabilitation schedules, capacity assurance, fats, oils, and grease (FOG) control, general operations, line cleaning and overall system maintenance, operator training and community outreach. These basic elements are listed within this document (in chronological order by their

due dates) along with their status and when available, estimated costs. The SSMP is and will continue to be a major component for establishing and maintaining a fair cost recovery vehicle, the Sanitary Service Fee, needed to maintain the City's collection system asset.

Sewer System Management Plan Elements

Monitoring and Reporting

Due: April 26, 2002

Monitoring and reporting requires the City to monitor all spills within its collection system and to report those spills to the appropriate agencies in a timely manner. Reports must be made as soon as possible to the Regional Board with a written report due within five days of the spill. Each month, a monthly summary, including photographs, of all spills, even private property spills that the City becomes aware of, must be submitted. The five-day report must be submitted on a form developed by the Regional Board and the monthly report submitted on an Excel spreadsheet developed by OCSD, its member agencies and the Regional Board. The City must maintain accurate records and tracking of all spills for at least five years.

Status: The City is in compliance on the reporting and is currently considering the development of an Access database to track spills and maintenance within the collection system. Tracking is currently via the hard copy reports.

SSMP Development Plan and Schedule

Due: September 30, 2002

The SSMP development plan and schedule was requested by the Regional Board to ensure that each agency understood what was being required and that an organized plan of development and implementation was being undertaken.

Status: The City has complied and submitted a detailed plan and schedule to the Regional Board of how it will develop and implement all the elements of the SSMP to meet the requirements of the WDR.

SSO Emergency Response Plan

Due: January 1, 2003

The SSO Emergency Response Plan is a written plan of how the City responds to an SSO. It includes detailed instructions, report forms, notification lists and other information that might be needed by City employees responding to an SSO.

Status: The City is in compliance with an active SSO Emergency Response Plan currently in use.

Preventive Maintenance Program***Due: June 15, 2003***

The Preventive Maintenance Program is to explain how the City is to maintain its collection system. Since the City does not perform its own maintenance but maintains the collection system via contract, the Preventive Maintenance Program describes how contractors are to maintain the City's collection system pipelines. This includes line cleaning specifications, closed circuit television (CCTV) specifications and a basic infiltration and inflow (I/I) reduction program. This program, including employee training, will continue to be modified to ensure the most appropriate and cost effective maintenance for the City's collection system.

As part of the Preventive Maintenance Program, the City must have an accurate means of scheduling and tracking maintenance within the collection system. To accomplish this the City is investigating the use of an Access database to provide maintenance information and assist with spill reporting. Eventually this data would be transferred over to a GIS system.

System mapping is another element of an effective Preventive Maintenance Program and a requirement of the SSMP and WDR. The City currently has atlas maps of its collection system but all the information is not considered accurate. It is intended that the map information be verified during the first years of extensive line cleaning and CCTV work. This information would be stored in the Access database.

Status: The City is in compliance with the program development and will initiate a complete implementation of the program in 2004.

Legal Authority***Due: July 30, 2004***

The primary effort of the legal authority is to develop a regional grease control ordinance that can be adopted by each of the cities within the OCSD service area of Region 8. This effort is currently underway and is on schedule. The WDR also requires the agencies to have the appropriate legal authority in place to control I/I; require sewers and connections be properly constructed, tested and inspected; limit FOG; and implement general and specific prohibitions of the national pretreatment program.

Status: The model grease control or FOG ordinance is currently under development and should be available in the first quarter of 2004. RCM will work with the City's attorney to ensure all required legal authority is in place.

Grease Disposal Alternatives***Due: December 30, 2004***

The WDR requires that a grease disposal alternative be reviewed for their effectiveness. Currently, FOG that reaches the OCSD treatment facilities undergoes the normal treatment process. Apparently, the Regional Board is concerned that other means of disposal such as rendering, recycling, bio-diesel or utilizing sludge digesters at OCSD

might provide better alternatives. Although this is beyond the abilities of the individual agencies within the OCSD service area, they may be required to provide assistance.

Status: How this is going to be addressed is currently under discussion.

Grease Control Program

Due: December 30, 2004

Since grease contributes to over ninety percent of all SSOs in the region, the grease control, or FOG program, is a major component of both the WDR and the SSMP. To create the most effective program, OCSD on behalf of its member agencies has retained the services of Environmental Engineering and Contracting (EEC) to conduct a two-phase study to determine the extent of the problem and to research the best means of resolution. Phase I was recently completed with Phase II currently underway. It is anticipated that the final FOG program will include the requirement for the installation of source control devices (grease traps or interceptors) and routine inspections. The City is currently considering a FOG characterization study to determine what areas are affected by FOG and its source.

Additionally, there is an outreach requirement in the WDR to educate the food service establishments in the appropriate Best Management Practices (BMPs) to reduce or eliminate any FOG contribution to the collection system. This educational program is currently being developed by OCSD on a shared cost basis for the member agencies.

Status: This model program is currently under development for implementation by OCSD's member agencies by the end of 2004.

Cost: Each member is assessed a proportional share based upon population for the FOG program. The educational program costs will be split equally between all the participants. The cost of the ongoing FOG program could be born by a surcharge to those businesses that are generating FOG.

Capacity Evaluation

Due: July 30, 2005

The WDR requires that every collection system be assessed for its current capacity, including dry weather diversions and control of any I/I during dry and wet seasons. Much of this work has already been accomplished through the flow study initiated for the year 2000 Sewer System Master Plan being completed by Carollo Engineering. Carollo Engineering modeled the collection system based upon current land use and with a flow study determining where capacities are adequate and where deficiencies exist. A detailed analysis is available in the current draft of the 2000 Sewer System Master Plan.

Status: The initial work conducted by Carollo Engineering will be used in the capacity evaluation. A long-term capacity evaluation plan will be developed with the development of the SSMP.

Sewer Rehabilitation Plan for Entire System***Due: September 30, 2005***

The WDR requires that structural and capacity deficiencies be identified and prioritized with both a long and short-term rehabilitation program established to address each deficiency. The resulting rehabilitation plan must include a schedule for the rehabilitation or replacement of the entire collection system. An accelerated CCTV program will establish a baseline for this program with ongoing CCTV updating the baseline approximately every ten years. A financial plan (reserve account) is also required to provide the funds necessary to protect the infrastructure assets. Carollo Engineering has completed an initial assessment of the oldest sections of the collection system, approximately ten percent of the total system, and developed a prioritized list of deficiencies. A complete system wide rehabilitation plan will be developed in conjunction with the SSMP.

Status: The initial rehabilitation plan will be based on those areas where adequate CCTV inspections have been completed. The plan will be modified and broadened as additional areas have undergone CCTV inspection.

Final SSMP***Due: September 30, 2005***

The final SSMP will be an asset management program comprised of all the elements necessary for the City to properly manage, operate and maintain its sanitary sewer system. This plan must be updated at least annually with periodic internal audits being conducted to measure the effectiveness of the SSMP in meeting the requirements of the WDR. These audits are to be submitted to the Regional Board.

On a regular basis, the City must also communicate with interested parties the progress and effectiveness of the SSMP and accept input from interested parties during the plan's development and implementation.

Status: Currently under development.

Summary

The WDR and its resulting SSMP are regulatory requirements that the City is mandated to comply with as long as the City owns and operates its sanitary sewer collection system. Aside from being a regulation, the SSMP is a good asset management program that provides the guidelines and tools necessary to operate and sustain the collection system in the most efficient, cost effective manner now and for generations into the future. It is intended that the cost of maintaining compliance with the WDR would be born solely by the sanitary service fee.

Appendix C - Sanitary Revenue Requirements

The following table represents the detailed three-year sanitary revenue requirement results as developed for the sanitary service fee. Inflation factors for materials and labor have been added for each fiscal year. The calculated average is the required revenue that is targeted for the service fee.

City of Placentia
Sanitary Revenue Requirements - Final

Revenue Required for Fiscal Year Ending	2005	2006	2007	Average	Notes
Operations and Maintenance					
Line cleaning, CCTV and inspection	251,143	258,677	266,437	258,752	
Cost for emergency call-out	2,325	2,372	2,419	2,372	
Personnel costs	60,000	61,200	62,424	61,208	
INI Reduction Program	33,333	33,333	33,333	33,333	Placentia's matching grant funds
Permit Fees	0	0	0	0	In the future the NPDES permit fee may be passed on from OCSD
Other maintenance costs	9,000	9,270	9,548	9,273	Pilot grease control program
Total Operations and Maintenance	\$355,801	\$364,852	\$374,161	\$364,938	

Administrative					
Personnel Costs	37,268	38,013	38,773	38,018	
Training and Certification of Personnel	7,753	7,908	8,066	7,909	SSMP requirement
Public Outreach and Education Program	50,000	25,000	20,000	31,667	SSMP requirement - estimate by Mike McConaha, first year includes \$20K for FOG education program
Total Administrative	\$95,021	\$70,921	\$66,839	\$77,594	

Billing					
SCWC Billing Costs	31,812	31,812	31,812	31,812	
YLWD Billing Costs	1,021	1,021	1,021	1,021	
Collection Service Costs	6,521	6,521	6,521	6,521	
Uncollectable Bad Debt	4,483	4,169	4,190	4,281	Assume 0.42% of total annual billing
Total Billing	\$43,837	\$43,523	\$43,544	\$43,635	

Capital Improvement Projects					
Updating of Sewer System Master Plan	59,516	0	0	19,839	35% of project left to be completed
Rehabilitation and Replacement Projects	200,000	200,000	200,000	200,000	Debt service fee estimate
Master Plan Improvement Recommendations	0	0	0	0	Recommendations in master plan will be reviewed with video work for a comprehensive capital improvement plan which will occur after the initial 3 year budget window
Total Capital Improvement Projects	\$259,516	\$200,000	\$200,000	\$219,839	

City of Placentia
Sanitary Revenue Requirements - Final

Revenue Required for Fiscal Year Ending	2005	2006	2007	Average	Notes
Reserve Funding					
Infrastructure Replacement Reserve	275,000	275,000	275,000	275,000	Straight amount of reserves w/o interest reinvestment
Operational Reserve (rate stabilization)	32,153	32,153	32,153	32,153	
Total Reserve Funding	\$307,153	\$307,153	\$307,153	\$307,153	

Setup Costs					
Annualized Setup Costs	\$50,907	\$50,907	\$50,907	\$50,907	

Requirement Subtotals	2005	2006	2007	Average
Operations and Maintenance Costs	355,801	364,852	374,161	364,938
Administrative Costs	95,021	70,921	66,839	77,594
Billing Costs	43,837	43,523	43,544	43,635
Capital Improvement Costs	259,516	200,000	200,000	219,839
Reserve Funding	307,153	307,153	307,153	307,153
Setup Costs	50,907	50,907	50,907	50,907
Total Annual Revenue Requirements	\$1,112,235	\$1,037,356	\$1,042,604	\$1,064,066

Appendix D - Sanitary Rate Analysis

The following table represents the detailed sanitary rate analysis results as developed for the sanitary service fee. Abbreviations for the various user classes have been used within the table and are as follows:

- SFR Single-Family Residential
- MFR Multi-Family Residential
- COM Commercial
- IND Industrial
- INS Institutional
- GOV Governmental
- PUB Public
- REC Recreational (has been combined with the results of the institutional)

City of Placentia
Sanitary Rate Analysis - Final

User Class	No. Accounts	% of Accounts	Total Wtr Cons (2 year period in ccf)	% to Total	Avg STD		Avg Annual Wtr Cons (ccf)	Discharge Factor (% wtr cons)	Est Annual Swr Flow (ccf)	Estimated Swr Flow (gpd)
					Monthly Wtr Cons (ccf)	Monthly Wtr Cons (ccf)				
SFR	10,067	91.9%	3,797,280	62.6%	16	10	1,898,640	75%	1,423,980	290
MFR	306	2.8%	1,126,348	18.6%	153	309	563,174	85%	478,698	3,206
COM	399	3.6%	633,605	10.5%	66	132	316,803	80%	253,442	1,302
IND	136	1.2%	207,902	3.4%	64	245	103,951	80%	83,161	1,253
INS	28	0.3%	273,299	4.5%	407	627	136,650	55%	75,158	5,501
GOV	6	0.1%	5,591	0.1%	39	51	2,796	75%	2,097	716
PUB	14	0.1%	15,364	0.3%	46	42	7,682	75%	5,762	843
REC	4	0.0%	3,179	0.1%	33	35	1,590	55%	875	448
Totals	10,960	100%	6,062,568	100%			3,031,286		2,323,173	

City of Placentia
Sanitary Rate Analysis - Final

User Class	Private			Total cost			
	Private Sytem Accounts	System Est Annual Swr Flow	Adjusted Est Annual Swr Flow (ccf)	Annual Revenue Requiremnt	per unit of swr flow (ccf)	Swr chrg per (ccf) wtr	Avg monthly swr fee
SFR	214	30,816	1,393,164	\$1,064,066	0.46	0.35	\$5.60
MFR	0	0	478,698			0.39	\$59.67
COM	0	0	253,442			0.37	\$24.42
IND	0	0	83,161			0.37	\$23.68
INS	0	0	75,158			0.25	\$101.75
GOV	0	0	2,097			0.35	\$13.65
PUB	0	0	5,762			0.35	\$16.10
REC	0	0	875			0.25	\$8.25
Totals	214	30,816	2,292,357				

Appendix E - Estimated Sanitary Flows

Estimated sanitary flows have been established as part of the 1998 Orange County Sanitation District (OCSD) study as a representative composite of the flows from the member agencies. These estimated flows provide a means to validate the results of the discharge factor calculations. From prior engineering flow studies, it is felt that the City of Placentia flows are approximately 10 to 15 percent higher than the OCSD estimates on the average.

The estimated flows from the OCSD study are reproduced in the table below:

Estimated Sanitary Flows From Orange County Sanitation District Study	
<i>Usage Description</i>	<i>Sanitary Flow (gpd)</i>
Single Family Residential	253
Multi-family Residential	177
Church	50
Warehouse/Open Storage	25
Drive-in Theater, Nursery/Greenhouse	23
Service Station/Auto Repair- Sales, Store/Financial Institution, Golf Course/Camp Park	99
RV Park	55
Club, Indoor Theater	124
Office Building, Private School	198
Professional Building	297
Bowling/Skating	149
Auditorium/Amusement	347
Mortuary/Cemetery	99
Regional Mall	149
Supermarket	149

Estimated Sanitary Flows	
From Orange County Sanitation District Study	
<i>Usage Description</i>	<i>Sanitary Flow (gpd)</i>
Shopping Center	79
Health Spa w/Showers	85
Car Wash-Coin Op	694
Restaurant	992
Car Wash- Conventional	3669
Convalescent Home	124 per bed
Hotel/Motel/Rooming House	85 per room
Basic Commercial	253



Placentia City Council

ORAL COMMUNICATIONS

DATE: April 20, 2021 CITY COUNCIL MEETING

SUBJECT: **ORAL COMMUNICATIONS BY EMAIL DUE TO COVID-19**

As of 4:00 p.m. today, April 20, 2021, the following correspondence was received:

CLOSED SESSION

None

ORAL COMMUNICATIONS

None

During the Public Hearing. today, April 20, 2021, the following correspondence was received:

PUBLIC HEARING

1. Monica Apalategui Toffoli Investments Questions
2. Monica Apalategui Train Noise & Traffic Concerns

O'Leary, Karen

From: Monica Apalategui <mimiapalategui@gmail.com>
Sent: Tuesday, April 20, 2021 8:18 PM
To: City Clerk
Subject: Re: Toffoli Investments Questions - city council meeting April 20,2021

I think the townhomes are fine if they can put up with the train noise. So maybe they need a right turn only from the development onto Van Buren? That would be the quickest for egress. There will be considerable traffic coming from this development. They will not be able to turn left in any good time to get to Orangethorpe.

Thank you again,
Monica Apalategui

On Tue, Apr 20, 2021 at 7:25 PM Monica Apalategui <mimiapalategui@gmail.com> wrote:
Hi,

My husband and his sister own the two homes in front of this proposed townhome development. We were wondering how cars would get in and out of the development as there is currently just an alley that went to the auto reclamation? Will they so in and out of the development from this alleyway to Van Buren, or will there be a road built elsewhere for them?

Thanks you,

Monica Apalategui

O'Leary, Karen

From: Monica Apalategui <mimiapalategui@gmail.com>
Sent: Tuesday, April 20, 2021 7:25 PM
To: City Clerk
Subject: Toffoli Investments Questions - city council meeting April 20,2021

Hi,

My husband and his sister own the two homes in front of this proposed townhome development. We were wondering how cars would get in and out of the development as there is currently just an alley that went to the auto reclamation? Will they so in and out of the development from this alleyway to Van Buren, or will there be a road built elsewhere for them?

Thanks you,

Monica Apalategui

RESOLUTION NO. R-2021-17

ATTACHMENT A

Conditions of Approval for Development Plan Review No. DPR 2018-01 &
Tentative Tract Map No. TTM 19104

RECOMMENDED CONDITION

- ~~8. Developer shall pay all applicable residential DIF's prior to issuance of the first development or building permit pursuant to Title 5 of the Placentia Municipal Code (PMC), including but not limited to:~~
- ~~a. Developer shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees set forth in Title 5 of the PMC.~~
- ~~b. Developer shall pay in full to the City of Placentia, all applicable citywide Affordable Housing Fees set forth in Title 5 of the PMC.~~

as set forth in Title 5 of the PMC and shall pay all applicable citywide Affordable Housing Fees as set forth in Title 5 of the PMC pursuant to the following schedule: Payment for the first 20% of the total unit count shall occur prior to issuance of the first rough grading permit; Payment for the second 20% of the total unit count shall occur prior to issuance of first building permit issued for the second 20% of the total unit count; Payment for the third 20% of the total unit count shall occur prior to issuance of first building permit issued for the third 20% of the total unit count; Payment for the fourth 20% of the total unit count shall occur prior to issuance of first building permit issued for the fourth 20% of the total unit count; Payment for the final (fifth) 20% of the total unit count shall occur prior to issuance of first building permit issued for the final (fifth) 20% of the total unit count. All applicable DIFs for the entire development must be paid in full at first building permit issuance of 81% of the total unit count of the development. Alternatively, Developer may pay all applicable DIFs at an earlier time at their discretion. Pursuant to Title 5 of the PMC, DIFs are updated from time to time by the City Council, and all DIF payments are subject to the DIF fee schedule in effect and adopted at the time of individual payment.