



**Placentia City Council
Placentia City Council as Successor to the
Placentia Redevelopment Agency
Placentia Industrial Commercial
Development Authority
Placentia Public Financing Authority**

KEVIN KIRWIN
Mayor
District 2

CHAD P. WANKE
Mayor Pro Tem
District 4

THOMAS HUMMER
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

Thomas R. Hatch
Interim City Administrator

Christian L. Bettenhausen
City Attorney

**AGENDA
April 1, 2025**

**Council Chambers
401 E Chapman Ave.
Placentia, CA 92870**

Phone: (714) 993-8117

**Email: administration@placentia.org
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 Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

PLACENTIA CITY COUNCIL REGULAR MEETING AGENDA - CLOSED SESSION

April 1, 2024

**5:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL:

**Councilmember/Board Member Hummer
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Kirwin**

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors. The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CLOSED SESSION PROCEEDINGS:

Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Thomas Hatch, Interim City Administrator

Alice Burnett, Director of Human Resources

Employee Organizations:

Placentia City Employees Association (PCEA)

Placentia Firefighters Association (PFA)

Placentia Fire Management Association (PFMA)

Placentia Police Management Association (PPMA)

Placentia Police Officers Association (PPOA)

Unrepresented Employees

Pursuant to Government Code Section 54956.9(d)(2)

CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation

(3 cases)

Pursuant to Government Code Section 54956.9(d)(1)

CONFERENCE WITH LEGAL COUNSEL – Existing Litigation/Claim

Claim: Kana Pipeline Inc. v. City of Placentia.;

City Project No: 3811; TOD Crowther Sewer Line Project

Pursuant to Government Code Section 54957(b)(1)

PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Title: City Administrator

Pursuant to Government Code Section 54957(b)(1):

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Interim City Administrator

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

REGULAR MEETING AGENDA
April 1, 2025
7:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL:

Councilmember/Board Member Hummer
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Kirwin

INVOCATION: Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL MEMBER COMMENTS:

1. CONSENT CALENDAR (1a..1j):

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: It is recommended that the City Council Approve.

1.b [City Fiscal Year 2024-25 Registers for April 1, 2025](#)

[Check Register](#)

Fiscal Impact: \$ 2,378,357.96

[Electronic Disbursement Register](#)

Fiscal Impact: \$ 1,439,847.91

Recommended Action: It is recommended that the City Council:
Receive and file.

- 1.c [Appointments to the Centennial Steering Committee for the City's Centennial Planning for Council Districts 3, 4, and 5, Placentia Round Table Women's Club, City Council Representative, and Veterans Advisory Committee](#)

Fiscal Impact:

At this time there is no fiscal impact associated with the creation of the Committee.

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

1. Approve the appointment of Paul Henderson to serve on the Centennial Steering Committee in representation of the Veterans Advisory Committee;
2. Approve the appointment of Carol Downey to serve on the Centennial Steering Committee in representation of the Placentia Round Table Women's Club;
3. Approve the appointment of Jodi Stout to serve on the Centennial Steering Committee in representation of Council District Three (3) per the recommendation of Council Member Yamaguchi; and
4. Approve the appointment of Peggie Yamaguchi to serve on the Centennial Steering Committee in representation of Council District Four (4) per the recommendation of Mayor Pro Tem Wanke; and
5. Approve the appointment of Aaron Mills to serve on the Centennial Steering Committee in representation of Council District Five (5) per the recommendation of Council Member Smith; and
6. Approve the appointment of Paulette Chaffee to serve on the Centennial Steering Committee per the recommendation of Mayor Kirwin as a City Council Representative.

- 1.d [Tentative Parcel Map No. TPM 2024-143. A Request to Subdivide a 2.66-acre Parcel at 975 S. Lakeview Avenue \(APN 346-341-29\) into two Parcels of 1.38 Acres \(Parcel 1\) and 1.27 Acres \(Parcel 2\) within the C-M \(Commercial Manufacturing\) Zoning District](#)

Fiscal Impact:

None.

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

1. Receive the Staff Report, ask any questions of Staff; and
2. Adopt Resolution R-2025-08, a Resolution of the City Council of the City of Placentia, to make findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines, and approve TPM 2024-143 to permit the subdivision of an existing 2.66-acre parcel into two (2) parcels measuring 1.38-acres (Parcel 1) and 1.27-acres (Parcel 2) for property located within the C-M (Commercial Manufacturing) Zoning District located on property at 975 S.

Lakeview Avenue (Assessor's Parcel Number 346-341-29 & 346-341-30).

1.e [Award of Contract to Seco Electrical and Lighting, Inc. for Replacement of Generators at Fire Station 1 and 2., City Project No. 5501](#)

Fiscal Impact:

Expense:	\$137,415.11	Construction Cost
	<u>\$ 11,848.45</u>	Construction Contingency Amount
	\$149,263.56	Total Cost
Available Budget:	\$ 39,263.56	Fiscal Year 2024-2025 CIP Budget (555501-6850)
	\$110,000.00	Fiscal Year 2024-2025 CIP Budget (675501-6850)

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

1. Approve the purchase of two replacement generators for Fire Station 1 and 2 from Seco Electrical and Lighting, Inc., for \$149,263.56;
2. Authorize the Interim City Administrator to approve invoice change orders up to \$11,848.56 to cover unforeseen conditions; and
3. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.f [Adoption of Resolution No. R-2025-07, Delegating Authority to the City Administrator and/or Their Designee to Record Notices of Completion for Public Works Projects](#)

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

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

1. Adopt Resolution No. R-2025-07, authorizing the City Administrator or their designee to record notices of completion.

1.g [Public Works Agreement with Chapman Coast Roof Co., Inc. for Award of RFP for Roof Replacement for Tynes Gym](#)

Fiscal Impact:

Expense: \$150,000 Park Impact Fees
Contingency 10%: 15,000 Park Impact Fees
Total Project Budget: \$165,000 Park Impact Fees

Recommendation:

It is recommended that City Council take the following actions:

1. Approve the Public Works Agreement with Chapman Coast Roof Co., Inc. for the Award of the RFP for Roof Replacement for Tynes Gym for a not-to-exceed amount of \$165,000; and
2. Authorize the Interim City Administrator to approve a 10% contingency for contract change orders not-to-exceed the amount of \$15,000; and
3. Approve Resolution No. R-2025-11, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-

- 25 in compliance with the City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h [Public Works Agreement with Kasa Construction Inc. for Award of RFP for Landscape Improvements Project at Parque De Los Vaquero](#)

Fiscal Impact:

Expense: \$128,888 Park Impact Fees

Contingency 10%: 12,888 Park Impact Fees

Total Project Budget: \$141,777 Park Impact Fees

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

1. Approve the Public Works Agreement with KASA Construction for the Award of the RFP for the Landscape Improvement project at Parque De Los Vaqueros for a not-to-exceed amount of \$141,777; and
2. Authorize the Interim City Administrator to approve a 10% contingency for contract change orders not-to-exceed the amount of \$12,888; and
3. Approve Resolution No. R-2025-10, A Resolution of the City Charter of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.i [Second Reading and Adoption of Ordinance O-2025-02, approving Zoning Code Amendment No. 2024-01 amending Specific Plan No. 5 \(SP-5\) to Reduce the Minimum Residential Density from 65 to 15 Dwelling Units per Acre on Parcel No. 9](#)

Fiscal Impact:

No immediate impact.

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

1. Waive full reading, by title only, and adopt Ordinance O-2025-02, An Ordinance of the City Council of the City of Placentia, California, finding that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR Section 15061(b)(3) and the City of Placentia Environmental Guidelines, and waive full reading, by title only, and introduce for first reading Ordinance No. O-2025-02, an Ordinance of the City Council of the City of Placentia, approving Zoning Code Amendment No. 2024-01, making findings of approval for amending Placentia Municipal Code Chapter 23.105, Specific Plan 5, revising Section 23.105.050, "Permitted Uses for Parcels 9 and 11", by reducing the minimum residential density requirement from 65 dwelling units per acre to 15 dwelling units per acre.

1.j [Amendment to Professional Services Master Agreement with Oracle America Inc for](#)

Oracle Netsuite for Government

Fiscal Impact:

Expense: FY 2024-25	\$ 69,600	Annual Costs
	<u>\$169,154</u>	One-time Implementation Cost
	\$238,754	Total Project Cost

Budgeted: FY 2024-25 \$300,000

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

1. Approve the updated ordering document for the time remaining on the original five (5) year Professional Services Master Agreement with Oracle America, Inc. for NetSuite for Government for additional general user licenses. This action will add an additional \$10,290 over the five (5) year agreement, or \$2,058 per year; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

2. REGULAR AGENDA:

2.a [Approval of Official City of Placentia Centennial Logo, Seal, and Tagline](#)

Fiscal Impact:

Expense: \$2,500 - Total Project Amount
Budget: \$30,000 - FY 2024-25 Budget (101534-6053)

It is recommended that the City Council:

1. Review the proposed centennial logo, seal, and tagline; and
2. Provide any recommendations or feedback to Staff regarding the designs; and
3. Approve the use of the centennial logo, seal, and tagline so that the Centennial Steering Committee can proceed with creating marketing materials and seeking sponsorships.

2.b [Fiscal Year 2025-26 Capital Improvement Program - Study Session No. 2](#)

Fiscal Impact:

The fiscal impact will be determined with final adoption of the Fiscal Year 2025-26 CIP Budget.

Recommended Action:

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

1. Receive and file the staff report and presentation; and
2. Provide direction to staff regarding the proposed fuel storage tank options; and
3. Provide direction to staff regarding allocation of Measure U funding.

2.c [Event Fee Waiver Request and Resolution No. 2025-09, Authorizing the Temporary Suspension of the Ordinance Pertaining to the operation of the California Celtic Festival Fundraiser event on Saturday, June 15, 2025 at Kraemer Memorial Park](#)

Fiscal Impact:

Facility Use Fees: \$5,042
Staffing: \$5,500
Damage Deposit: \$614
Total Fiscal Impact: \$11,156

Recommendation:

It is recommended that City Council take the following actions:

1. Approve a facility rental/use agreement with the California Celtic Festival to host the annual “Lovers of Celtic Culture” fundraiser event at Kraemer Memorial Park and authorize the City Administrator or designee to execute all applicable documents; and
2. Adopt Resolution No. R-2025-09, A Resolution of the City Council of the City of Placentia Authorizing the Temporary Suspension of Regulatory Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code for the operation of the “Lovers of Celtic Culture” fundraiser event on June 14, 2025, and on June 15, 2025 at Kraemer Memorial Park located at 201 N. Bradford Avenue; and
3. Approve staff recommendation to waive facility use/rental and fees for the use of Kraemer Memorial Park and not staff costs or the damage deposit associated with the operation of the event.

Alternate Recommendation:

Recommendation Actions: 1 and 2 above; and

Approve the request from California Celtic Festival to waive all facility use costs of \$5,042, staffing costs of \$5,500, and damage deposit costs of \$614, totaling \$11,156.

2.d [Appointments to Fill Vacancies on Three \(3\) City Commission and Five \(5\) City Committees and One \(1\) Orange County Vector Control District](#)

Fiscal Impact:

None.

Recommended Action: It is recommended that the City Council:

1. Make the necessary appointments to fill the vacancies listed below:
 - a. One (1) vacancy on the Citizens’ Oversight Committee for a four-year term; and
 - b. One (1) vacancy on the Financial Audit Oversight Committee for a three-year term; and
 - c. One (1) vacancy on the Heritage Committee for a non-expiring term; and
 - d. One (1) vacancy on the Historical Committee for a non-expiring term; and
 - e. One (1) vacancy Senior Advisory Committee for a non-expiring term; and
 - f. One (1) vacancy on the Planning Commission for a four-year term; and
 - g. One (1) vacancy and alternate vacancy (1) on the Streetscape and Transportation Advisory Commission for a four-year term; and
 - h. One (1) vacancy on the Orange County Mosquito Vector District Board.
3. Direct Staff update the City’s master Commission and Committee vacancy list; and
4. Continue the Commission and Committee Application/Recruitment process for any remaining vacancies for future consideration of appointments.

CITY COUNCIL MEMBERS REQUESTS:

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

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, April 15, 2025 at 5:00 p.m.

TENTATIVE AGENDA FORECAST:

- *Amendment No. 3 to Agreement with Houston & Harris for Sewer Maintenance Services*
- *MOU with Cities and HOPE Center of Orange County for National Opioid Settlement Funds*
- *Adoption of Proposed Comprehensive Fee and Rate Schedule for FY 2025/26*
- *Study Session: EIFD & Streetscape Master Plan (ED)*

CERTIFICATION OF POSTING

I, Nancy Albitre-Seely, Interim Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the April 1, 2025, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on March 27, 2025.

Nancy Albitre-Seely, Interim Deputy City Clerk



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Nancy Albitre-Seely

From: City Attorney's Office

Subject:

Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Thomas Hatch, Interim City Administrator

Alice Burnett, Director of Human Resources

Employee Organizations: Placentia City Employees Association (PCEA)

Placentia Firefighters Association (PFA)

Placentia Fire Management Association (PFMA)

Placentia Police Management Association (PPMA)

Placentia Police Officers Association (PPOA)

Unrepresented Employees

Pursuant to Government Code Section 54956.9(d)(2)

CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation

(3 cases)

Pursuant to Government Code Section 54956.9(d)(1)

CONFERENCE WITH LEGAL COUNSEL – Existing Litigation/Claim

Claim: Kana Pipeline Inc. v. City of Placentia.;

City Project No: 3811; TOD Crowther Sewer Line Project

Pursuant to Government Code Section 54957(b)(1)

PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Title: City Administrator

Pursuant to Government Code Section 54957(b)(1):

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Interim City Administrator



Agenda Item No: 1.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Nancy Albitre-Seely

From: City Clerk

Subject:

Consideration to Waive Reading in Full of all Ordinances and Resolutions

Financial Impact:

Fiscal Impact:

None

Recommendation:

Recommended Action: It is recommended that the City Council Approve.



Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Gabriela Calin

From: Finance

Subject:

City Fiscal Year 2024-25 Registers for April 1, 2025

Check Register

Fiscal Impact: \$ 2,378,357.96

Electronic Disbursement Register

Fiscal Impact: \$ 1,439,847.91

Recommendation:

Recommended Action: It is recommended that the City Council:
Receive and file.

Attachments

[Check Register 04.01.2025.pdf](#)

[ACH Check Register 04.01.2025.pdf](#)

City of Placentia
Check Register
 For 04/01/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 2,378,357.96

<u>Check Totals by ID</u>	
AP	2,378,357.96
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
 Check Total: 2,378,357.96

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	893,944.11
117-Measure U Fund (0079)	824,679.07
209-State Gas Tax - RMRA (0060)	261,626.92
210-Measure M (0018)	34,390.87
211-PEG Fund (0058)	6,385.25
215-Air Quality Management (0019)	3,191.03
227-Explorer Grant NOC (0076)	4,218.71
231-Placentia Reg Nav Cent(0078)	30,750.00
233-Gen Plan Update Fees (0074)	3,386.40
234-Technology Impact Fees (0075)	1,612.48
239-CW Stormdr Impact Fee (0066)	23,750.00
246-TOD Traffic Impact Fees (0070)	36,451.76
248-TOD Strscape Impct Fee (0072)	176,035.00
249-TOD District CFD (0080)	132.97
260-Street Lighting Distrct (0028)	17,759.43
265-Landscape Maintenance (0029)	11,704.52
275-Sewer Maintenance (0048)	2,551.44
282-CalRecycle Grant (0083)	22,667.85
401-City Capital Projects (0033)	9,500.00
501-Refuse Administration (0037)	2,467.72
601-Employee Health & Wlfre (0039)	911.20
605-Risk Management (0040)	407.23
701-Special Deposits (0044)	9,834.00

Check Total: 2,378,357.96

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

User: Gabriela Calin

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

City of Placentia
Check Register
For 03/26/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6130 Repair & Maint/Facilities	AP031025	144.05	16GR-YXFJ-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6350 Small Tools/Equipment	AP031025	373.00	16GR-YXFJ-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	VEHICLE MAINT SUPPLIES	103066-6134 Vehicle Repair & Maintenance	AP031025	76.06	16GR-YXFJ-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE STATION SUPPLIES	103066-6301 Special Department Expenses	AP031025	52.18	16GR-YXFJ-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	COMM RISK REDUCTION SUPPLIES	103067-6301 Special Department Expenses	AP031025	93.51	16GR-YXFJ-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6301 Special Department Expenses	AP031025	32.28	16GR-YXFJ-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP031025	179.67	16WR-QHKN-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	PARKS PROGRAM SUPPLIES	104071-6301 Special Department Expenses	AP031025	265.69	1DF3-WLQ7-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	SR CTR SUPPLIES	104079-6301 Special Department Expenses	AP031025	427.67	1DF3-WLQ7-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	TINY TOTS SUPPLIES	104071-6301 / 22401-6301 Special Department Expenses	AP031025	202.00	1DF3-WLQ7-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	LET'S DANCE SUPPLIES	104071-6301 Special Department Expenses	AP031025	11.14	1DF3-WLQ7-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	S SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP031025	167.36	1G4Q-FKQX-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	104070-6315 Office Supplies	AP031025	318.49	1G4Q-FKQX-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	BASKETBALL NETS	104072-6315 Office Supplies	AP031025	65.05	1G4Q-FKQX-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES	CITY CLERK - OFFICE SUPPLIES	101523-6315	AP031025	74.44	1HCV-RR7P-		00134094	03/13/2025

**City of Placentia
Check Register
For 03/26/2025**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012336		Office Supplies						
MW OH	AMAZON CAPITAL SERVICES V012336	COMPUTER ACCESSORIES	101523-6368 Computer Peripheral/Accessory	AP031025	39.12	1HQ7-GHFP-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	SHAMPRO GROUND ANCHORS	104055-6301 Special Department Expenses	AP031025	401.76	1K4N-6JGP-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101510-6315 Office Supplies	AP031025	110.95	1LW6-TWGG-		00134094	03/13/2025
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101523-6315 Office Supplies	AP031025	9.74	1LW6-TWGG-		00134094	03/13/2025
Check Total:					3,044.16				
MW OH	ANTHEM LIFE INSURANCE V000046	MAR - SMITH, WARD LIFE INS	395083-5163 Life Insurance Premiums	AP031025	5.00	MARCH 2025		00134095	03/13/2025
Check Total:					5.00				
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	376.21	1058870127		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN/CH -COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	317.13	1058870137		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	PD -COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	582.96	1058870138		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD-COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	78.75	11771239		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	78.75	11771240		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	78.75	11771242		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	78.75	11771243		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT	2999 E LA JOLLA-COFFEE/WATER	109595-6052	AP031025	78.75	11771245		00134096	03/13/2025

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	V000081		Common Area Supplies						
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	73.50	11771370		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	1701 ATWOOD AVE - COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	42.00	11771408		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	201 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	42.00	11771409		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN/CH -COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	383.25	11772764		00134096	03/13/2025
MW OH	ARAMARK REFRESHMENT V000081	PD -COFFEE/WATER	109595-6052 Common Area Supplies	AP031025	35.00	11772768		00134096	03/13/2025
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MW OH	AT&T MOBILITY V011025	OCT - PW FIRSTNET	109595-6215 Telephone/Internet	AP031025	1,502.98	24107562		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	OCT - CS FIRSTNET	109595-6215 Telephone/Internet	AP031025	388.63	24107562		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	OCT - TEEN CTR FIRSTNET	109595-6215 Telephone/Internet	AP031025	40.24	24107562		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	OCT - ADMIN FIRSTNET	109595-6215 Telephone/Internet	AP031025	160.96	24107562		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	NOV - PW FIRSTNET	109595-6215 Telephone/Internet	AP031025	1,504.18	24268188		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	NOV - CS FIRSTNET	109595-6215 Telephone/Internet	AP031025	367.33	24268188		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	NOV - TEEN CTR FIRSTNET	109595-6215 Telephone/Internet	AP031025	40.24	24268188		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	NOV - ADMIN FIRSTNET	109595-6215 Telephone/Internet	AP031025	160.96	24268188		00134097	03/13/2025
MW OH	AT&T MOBILITY	DEC - PW FIRSTNET	109595-6215	AP031025	1,504.18	24429465		00134097	03/13/2025

User: Gabriela Calin

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	V011025		Telephone/Internet						
MW OH	AT&T MOBILITY V011025	DEC -CS FIRSTNET	109595-6215 Telephone/Internet	AP031025	367.33	24429465		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	DEC -TEEN CTR FIRSTNET	109595-6215 Telephone/Internet	AP031025	40.24	24429465		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	DEC - ADMIN FIRSTNET	109595-6215 Telephone/Internet	AP031025	160.96	24429465		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	JAN - PW FIRSTNET	109595-6215 Telephone/Internet	AP031025	1,508.73	24591073		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	JAN - CS FIRSTNET	109595-6215 Telephone/Internet	AP031025	367.46	24591073		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	JAN - TEEN CTR FIRSTNET	109595-6215 Telephone/Internet	AP031025	40.24	24591073		00134097	03/13/2025
MW OH	AT&T MOBILITY V011025	JAN - ADMIN FIRSTNET	109595-6215 Telephone/Internet	AP031025	160.96	24591073		00134097	03/13/2025
				Check Total:	8,315.62				
MW OH	AXIS GENERAL V011183	PUMP STATION DOOR REPAIRS	103652-6133 R & M/Sewers/Storm Drains	AP031025	628.63	11007		00134098	03/13/2025
				Check Total:	628.63				
MW OH	BADGE FRAME INC V010144	PD ORGANIZATION CHART NAMES	103040-6230 Printing & Binding	AP031025	43.00	935230		00134099	03/13/2025
				Check Total:	43.00				
MW OH	BANISTER, JAMES V011869	EMT TRAINING - REIMBURSEMENT	103066-6250 Staff Training	AP031025	250.00	270125039		00134100	03/13/2025
				Check Total:	250.00				
MW OH	BEST 5TH AVE INC V012980	JAN - PD DRY CLEANING	103040-6290 Dept. Contract Services	AP031025	841.24	FEBRUARY		00134101	03/13/2025
				Check Total:	841.24				

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MW OH	BOA ARCHITECTURE V010118	DESIGN SVS - TLAQUEPAQUE REST	101534-6401 Community Programs	AP031025	11,075.00	21-2941-PF1-2	P13795	00134102	03/13/2025
MW OH	BOA ARCHITECTURE V010118	DESIGN SVS - TLAQUEPAQUE REST	101534-6401 Community Programs	AP031025	975.00	21-2941-PF1-3	P13795	00134102	03/13/2025
					Check Total:	12,050.00			
MW OH	BRUTO, LISA V012902	2/24-28 PC 832 CLASS - PARKING	103067-6250 Staff Training	AP031025	26.25	030625		00134103	03/13/2025
					Check Total:	26.25			
MW OH	BURTIS INVESTIGATIONS LLC V013016	INVESTIGATION SVS	101005-6006 Litigation	AP031025	9,060.00	378	P13807	00134104	03/13/2025
					Check Total:	9,060.00			
MW OH	BUTTS, BRAD V002941	FEB - FASTRAK REIMBURSEMENT	103040-6051 Toll Roads Expense	AP031025	599.05	FEBRUARY 25		00134105	03/13/2025
					Check Total:	599.05			
MW OH	CALIFORNIA FORENSIC V000232	FEB - PD BLOOD DRAWS	103040-6055 Medical Services	AP031025	295.00	2837	P13480	00134106	03/13/2025
					Check Total:	295.00			
MW OH	CALIFORNIA YELLOW CAB V003323	JAN -SENIOR TRANSPORTATION SVS	104071-6401 Community Programs	AP031025	5,483.68	1487025	P13626	00134107	03/13/2025
MW OH	CALIFORNIA YELLOW CAB V003323	JAN -SENIOR TRANSPORTATION SVS	104071-6401 Community Programs	AP031025	1,370.92	1487025	P13626	00134107	03/13/2025
					Check Total:	6,854.60			
MW OH	CHARTER COMMUNICATIONS V012060	2/25-3/24 SPECTRUM SVS	109595-6215 Telephone/Internet	AP031025	5,896.38	18995220102212		00134108	03/13/2025
					Check Total:	5,896.38			
MW OH	CICCS/EAP V012670	FEB - EAP	395083-5199 Other Employee Benefits	AP031025	453.10	2025-02		00134109	03/13/2025
MW OH	CICCS/EAP	MAR - EAP	395083-5199	AP031025	453.10	2025-03		00134109	03/13/2025

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	V012670		Other Employee Benefits						
				Check Total:	906.20				
MW OH	CITY OF BREA V000125	B CARDS, FEE/DEPOSIT RECEIPT	102531-6315 Office Supplies	AP031025	207.97	ASR0000421		00134110	03/13/2025
				Check Total:	207.97				
MW OH	COMLOCK V003166	LOCK REPLACEMENT - TUFREE	104055-6130 Repair & Maint/Facilities	AP031025	448.58	854303		00134111	03/13/2025
				Check Total:	448.58				
MW OH	COMMERCIAL AQUATIC V005203	FEB - GOMEZ POOL MAINTENANCE	104055-6130 Repair & Maint/Facilities	AP031025	1,500.00	1019654	P13505	00134112	03/13/2025
MW OH	COMMERCIAL AQUATIC V005203	FEB - WHITTEN POOL MAINTENANCE	104055-6130 Repair & Maint/Facilities	AP031025	1,500.00	1019657	P13505	00134112	03/13/2025
				Check Total:	3,000.00				
MW OH	COUNTY OF ORANGE V008881	11/2024 PRESIDENTIAL ELECTION	101002-6299 Other Purchased Services	AP031025	70,176.89	R1358		00134113	03/13/2025
				Check Total:	70,176.89				
MW OH	DENNIS GRUBB & V012137	FIRE PLAN CHECK REVIEW	103066-6290 Dept. Contract Services	AP031025	1,230.00	002-32445	P13478	00134114	03/13/2025
MW OH	DENNIS GRUBB & V012137	FIRE PLAN CHECK REVIEW	103066-6290 Dept. Contract Services	AP031025	810.00	002-33774	P13478	00134114	03/13/2025
MW OH	DENNIS GRUBB & V012137	FIRE PLAN CHECK REVIEW	103066-6290 Dept. Contract Services	AP031025	550.00	002-33779	P13478	00134114	03/13/2025
				Check Total:	2,590.00				
MW OH	DEROTIC EMERGENCY V011295	FINANCE CHARGE	103066-6134 Vehicle Repair & Maintenance	AP031025	65.37	SO-4993A	P13540	00134115	03/13/2025
				Check Total:	65.37				
MW OH	DISABILITY ACCESS	NOV-JAN CONSULTING ADA PLAN	109401-6770 / 24901-6770	AP031025	9,760.00	25-021	P13598	00134116	03/13/2025

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	V012852		Infrastructure - Major Studies						
				Check Total:	9,760.00				
MW OH	ENVIRONMENTAL MOLD LL&AV CTR - MOLD TESTING V012521		784070-6999 Other Expenditure	AP031025	1,050.00	02/20/2025		00134117	03/13/2025
				Check Total:	1,050.00				
MW OH	EVANS GUN WORLD V003336	DEC - RANGE FEES	103043-6162 Range Training	AP031025	630.00	2237		00134118	03/13/2025
MW OH	EVANS GUN WORLD V003336	JAN - RANGE FEES	103043-6162 Range Training	AP031025	1,470.00	2238		00134118	03/13/2025
MW OH	EVANS GUN WORLD V003336	FEB - RANGE FEES	103043-6162 Range Training	AP031025	1,680.00	2239		00134118	03/13/2025
				Check Total:	3,780.00				
MW OH	FAIRWAY FORD V000376	JAN - VEHICLE REBATE PROGRAM	101534-6363 Resident Vehicle Rebate Prog	AP031025	3,500.00	JANUARY 2025		00134119	03/13/2025
				Check Total:	3,500.00				
MW OH	FIREFIGHTERS SAFETY V011346	LONG SLEEVE SHIRTS - BRUTO	103067-6360 Uniforms	AP031025	323.86	30019		00134120	03/13/2025
				Check Total:	323.86				
MW OH	FIRST AMERICAN DATA TREE V012934	FEB - PROP DETAIL REPORTS	101523-6136 Software Maintenance	AP031025	150.00	20262510225	P13665	00134121	03/13/2025
MW OH	FIRST AMERICAN DATA TREE V012934	FEB - ASSESSOR BULK DATA	101523-6136 Software Maintenance	AP031025	416.67	7035656	P13665	00134121	03/13/2025
				Check Total:	566.67				
MW OH	FLOCK SAFETY V011598	NAV CTR - SECURITY CAMERAS	784070-6999 Other Expenditure	AP031025	7,200.00	INV-55497	P13802	00134122	03/13/2025
MW OH	FLOCK SAFETY V011598	NAV CTR - SECURITY CAMERAS	784070-6935 Lease Expenditure	AP031025	22,500.00	INV-55497	P13802	00134122	03/13/2025

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				Check Total:	29,700.00				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE3/1 PD3/7	0010-2196 Garnishments W/H	AP031025	7.73	PR2501005		00134123	03/13/2025
				Check Total:	7.73				
MW OH	GALLS LLC V000438	UNIFORMS - DISPATCH	101515-6360 Uniforms	AP031025	2,514.81	030423219	P13809	00134124	03/13/2025
				Check Total:	2,514.81				
MW OH	HEALTHPOINTE MEDICAL V010713	PRE-EMPL PHYSICAL EXAM - BRAVO	001512-6099 Professional Services	AP031025	441.00	30601-4537472		00134125	03/13/2025
				Check Total:	441.00				
MW OH	HERRMANN, ROBERT V012797	BL #083176300 OVERPMT	100000-4101 Business License Fees	AP031025	1,998.15	030525		00134126	03/13/2025
				Check Total:	1,998.15				
MW OH	HI-WAY SAFETY RENTALS V000459	HANDICAP SIGN	104055-6130 Repair & Maint/Facilities	AP031025	71.45	161876		00134127	03/13/2025
				Check Total:	71.45				
MW OH	HUMMER, THOMAS V013019	ICSC CONF - MEAL PER DIEM	101001-6245 Meetings & Conferences	AP031025	200.00	030625		00134128	03/13/2025
				Check Total:	200.00				
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP031025	191.19	0019508626-001	P13479	00134129	03/13/2025
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP031025	153.55	0019560163-001	P13479	00134129	03/13/2025
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031025	976.32	0019450504-001	P13560	00134129	03/13/2025
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031025	122.26	0019488912-001	P13560	00134129	03/13/2025

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				Check Total:	1,443.32				
MW OH	IOTUM INC. V012935	MAR - CALLBRIDGE SUBSCRIPTION	101523-6136 Software Maintenance	AP031025	239.92	000037970860		00134130	03/13/2025
				Check Total:	239.92				
MW OH	KOA HILLS CONSULTING LLC V011519	ARCHIVE DATABASE SOFTWARE	796507-6099 Professional Services	AP031025	14,000.00	11111	P13812	00134131	03/13/2025
				Check Total:	14,000.00				
MW OH	KOLB, CIMINO V011873	EMT CERT - REIMBURSEMENT	103066-6250 Staff Training	AP031025	222.50	196375107		00134132	03/13/2025
				Check Total:	222.50				
MW OH	LEHR AUTO V009930	OUTFIT DODGE DURANGO	109800-6842 / 24801-6842 Vehicles	AP031025	23,928.10	SI115860	P13542	00134133	03/13/2025
				Check Total:	23,928.10				
MW OH	LEXIPOL LLC V003511	25/26 LEFTA SUBSCRIPTION	103040-6290 Dept. Contract Services	AP031025	6,842.70	INVPM11249864		00134134	03/13/2025
				Check Total:	6,842.70				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RETURN	103041-6360 Uniforms	AP031025	-70.71	CM46518	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - GUERRERO	763041-6360 Uniforms	AP031025	1,250.43	INV912965	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - PERRY	103041-6360 Uniforms	AP031025	760.02	INV914378	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - REVARO	103041-6360 Uniforms	AP031025	86.23	INV915056	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - GUERRERO	763041-6360 Uniforms	AP031025	10.39	INV915628	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - GUERRERO	763041-6360 Uniforms	AP031025	54.19	INV916189	P13808	00134135	03/13/2025

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MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - KHALL	763041-6360 Uniforms	AP031025	1,182.41	INV916213	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - INIGUEZ	103041-6360 Uniforms	AP031025	116.30	INV917184	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - PEREZ	103041-6360 Uniforms	AP031025	77.32	INV917590	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - INIGUEZ	103041-6360 Uniforms	AP031025	199.32	INV917756	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - AGUILAR	763041-6360 Uniforms	AP031025	369.82	INV919411	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - HILL	763041-6360 Uniforms	AP031025	1,292.90	INV919421	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - LEE	103041-6360 Uniforms	AP031025	106.19	INV919783	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - ORTILLANO	103041-6360 Uniforms	AP031025	185.63	INV919826	P13808	00134135	03/13/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - HILL	763041-6360 Uniforms	AP031025	58.57	INV919964	P13808	00134135	03/13/2025
					Check Total:	5,679.01			
MW OH	LYNCH EMS V011542	MAR - EMERGENCY MEDICAL SVS	101516-6290 Dept. Contract Services	AP031025	91,447.58	25-5481	P13456	00134136	03/13/2025
					Check Total:	91,447.58			
MW OH	MGT IMPACT SOLUTIONS LLC V012905	2024 STUDY	101512-6099 Professional Services	AP031025	8,622.08	63490	P13607	00134137	03/13/2025
					Check Total:	8,622.08			
MW OH	MIKE RAAHAUGES V010677	2/18 PISTOL RANGE	103043-6162 Range Training	AP031025	100.00	2071		00134138	03/13/2025
					Check Total:	100.00			

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MW OH	MKC PRINTING V012722	PYB JERSEYS 2024/25	104071-6301 Special Department Expenses	AP031025	182.00	1039		00134139	03/13/2025
					Check Total:	182.00			
MW OH	MUSCO SPORTS LIGHTING V008602	CONTROL LINK SERVICE FEE	104055-6855 Furniture & Fixtures	AP031025	950.00	431779		00134140	03/13/2025
					Check Total:	950.00			
MW OH	NORTH NET TRAINING V012187	INCIDENT COMM TECH - REG	103066-6250 Staff Training	AP031025	1,200.00	2487	P13620	00134141	03/13/2025
					Check Total:	1,200.00			
MW OH	ORACLE AMERICA INC V012900	IMPLEMENTATION - NETSUITE	796507-6099 Professional Services	AP031025	9,324.00	101800624	P13571	00134142	03/13/2025
					Check Total:	9,324.00			
MW OH	ORANGE COUNTY V000699	OCEA PE3/1 PD3/7	0010-2176 PCEA/OCEA Assoc Dues	AP031025	524.35	PR2501005		00134143	03/13/2025
MW OH	ORANGE COUNTY V000699	OCEA PE3/1 PD3/7	0037-2176 PCEA/OCEA Assoc Dues	AP031025	0.10	PR2501005		00134143	03/13/2025
MW OH	ORANGE COUNTY V000699	OCEA PE3/1 PD3/7	0048-2176 PCEA/OCEA Assoc Dues	AP031025	0.55	PR2501005		00134143	03/13/2025
					Check Total:	525.00			
MW OH	ORANGE COUNTY V007306	FEB - PARKING CITATIONS	0044-2038 Parking Fines	AP031025	9,834.00	022825		00134144	03/13/2025
					Check Total:	9,834.00			
MW OH	PACIFIC WEST AIR V010710	HVAC MAINTENANCE - GOMEZ CTR	104055-6290 Dept. Contract Services	AP031025	447.00	148219	P13796	00134145	03/13/2025
MW OH	PACIFIC WEST AIR V010710	HVAC MAINTENANCE - POWELL	104055-6290 Dept. Contract Services	AP031025	320.00	148395	P13796	00134145	03/13/2025
MW OH	PACIFIC WEST AIR V010710	HVAC MAINTENANCE - TEEN CTR	104055-6290 Dept. Contract Services	AP031025	100.00	148396	P13796	00134145	03/13/2025

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MW OH	PACIFIC WEST AIR V010710	HVAC MAINTENANCE - BACKS BLDG	04055-6290 Dept. Contract Services	AP031025	185.00	148397	P13796	00134145	03/13/2025
MW OH	PACIFIC WEST AIR V010710	HVAC MAINTENANCE - WHITTEN	104055-6290 Dept. Contract Services	AP031025	600.00	148398	P13796	00134145	03/13/2025
MW OH	PACIFIC WEST AIR V010710	HVAC MAINTENANCE -AGUIRRE	104055-6290 Dept. Contract Services	AP031025	135.00	148399	P13796	00134145	03/13/2025
MW OH	PACIFIC WEST AIR V010710	HVAC MAINTENANCE - GOMEZ CTR	104055-6290 Dept. Contract Services	AP031025	600.00	148401	P13796	00134145	03/13/2025
MW OH	PACIFIC WEST AIR V010710	HVAC MAINTENANCE - KOCH BLDG	104055-6290 Dept. Contract Services	AP031025	130.00	148402	P13796	00134145	03/13/2025
Check Total:					2,517.00				
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE3/1 PD3/7	0010-2176 PCEA/OCEA Assoc Dues	AP031025	45.30	PR2501005		00134146	03/13/2025
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE3/1 PD3/7	0037-2176 PCEA/OCEA Assoc Dues	AP031025	0.01	PR2501005		00134146	03/13/2025
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE3/1 PD3/7	0048-2176 PCEA/OCEA Assoc Dues	AP031025	0.05	PR2501005		00134146	03/13/2025
Check Total:					45.36				
MW OH	PERIMETER PROTECTION V011153	PROTECTION/SECURITY	101523-6128 Video Monitoring	AP031025	2,880.00	1296	P13747	00134147	03/13/2025
MW OH	PERIMETER PROTECTION V011153	PROTECTION/SECURITY	101523-6128 Video Monitoring	AP031025	15,405.00	1297	P13747	00134147	03/13/2025
Check Total:					18,285.00				
MW OH	PRUDENTIAL OVERALL V000836	WK2/26 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP031025	19.70	62985384	P13636	00134148	03/13/2025
MW OH	PRUDENTIAL OVERALL V000836	WK2/26 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP031025	46.75	62985384	P13636	00134148	03/13/2025
MW OH	PRUDENTIAL OVERALL	WK2/26 UNIFORM CLEANING SVS	103658-6360	AP031025	27.94	62985384	P13636	00134148	03/13/2025

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	V000836		Uniforms						
MW OH	PRUDENTIAL OVERALL V000836	WK2/26 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP031025	24.64	62985384	P13636	00134148	03/13/2025
MW OH	PRUDENTIAL OVERALL V000836	WK2/26 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP031025	37.07	62985384	P13636	00134148	03/13/2025
Check Total:					156.10				
MW OH	RING CENTRAL INC V012026	MAR - PHONE SYST SERVICES	101523-6136 Software Maintenance	AP031025	7,939.92	CD_001047435	P13464	00134149	03/13/2025
Check Total:					7,939.92				
MW OH	SAGECREST PLANNING AND V010576	FEB - CONSULTING SVS	102532-6290 Dept. Contract Services	AP031025	2,434.00	5113	P13578	00134150	03/13/2025
Check Total:					2,434.00				
MW OH	SANTA ANA (CENTRAL) CIVIL V012818	L30-2011-00456217-CL-UD-NJC	0010-2196 Garnishments W/H	AP031025	407.56	PR2501005		00134151	03/13/2025
Check Total:					407.56				
MW OH	SECO ELECTRIC & LIGHTING V010182	BLDG LIGHTS	103654-6130 Repair & Maint/Facilities	AP031025	257.66	9019		00134152	03/13/2025
MW OH	SECO ELECTRIC & LIGHTING V010182	BLDG LIGHTS	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP031025	183.54	9019		00134152	03/13/2025
MW OH	SECO ELECTRIC & LIGHTING V010182	BLDG LIGHTS	103654-6130 Repair & Maint/Facilities	AP031025	887.40	9020		00134152	03/13/2025
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHT FIXTURES	103654-6130 Repair & Maint/Facilities	AP031025	221.85	9021		00134152	03/13/2025
Check Total:					1,550.45				
MW OH	SYNAGRO COMPOST V000927	COMPOST DIST SVS	833593-6299 Other Purchased Services	AP031025	22,667.85	55631	P13741	00134153	03/13/2025
Check Total:					22,667.85				
MW OH	TALX UC eXpress	3/1-5/31 UNEMPL CLAIMS MGMT	404581-6025	AP031025	407.23	2064573046		00134154	03/13/2025

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	V002944		Third Party Administration						
				Check Total:	407.23				
MW OH	TEAM ONE MANAGEMENT V010070	FEB-PARK RESTROOMS JANITORIAL	104055-6290 Dept. Contract Services	AP031025	7,274.75	106	P13532	00134155	03/13/2025
				Check Total:	7,274.75				
MW OH	THE EMBLEM AUTHORITY V010902	DISPATCH UNIFORM PATCHES	101515-6360 Uniforms	AP031025	827.00	42892		00134156	03/13/2025
				Check Total:	827.00				
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP031025	139.94	70892		00134157	03/13/2025
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP031025	217.46	70898		00134157	03/13/2025
				Check Total:	357.40				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	MAR - CONSULTING SVS	101001-6001 Management Consulting Services	AP031025	6,000.00	23037	P13459	00134158	03/13/2025
				Check Total:	6,000.00				
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE3/1 PD3/7	0010-2131 Employer PARS/ARS Payable	AP031025	1,476.82	PR2501005		00134159	03/13/2025
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE3/1 PD3/7	0010-2126 Employee PARS/ARS W/H	AP031025	1,476.82	PR2501005		00134159	03/13/2025
				Check Total:	2,953.64				
MW OH	VERIZON WIRELESS V008735	1/21-2/20 PD DEVICES INTERNET	109595-6215 Telephone/Internet	AP031025	1,415.59	6106521596		00134160	03/13/2025
				Check Total:	1,415.59				
MW OH	VMI INC. V006672	LASER PROJ -CITY COUNCIL	586508-6850 Building & Facilities	AP031025	3,572.44	20000383	P13691	00134161	03/13/2025
MW OH	VMI INC.	LASER PROJ INST - CITY COUNCIL	586508-6850	AP031025	2,812.81	20000384.A	P13691	00134161	03/13/2025

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	V006672		Building & Facilities						
				Check Total:	6,385.25				
MW OH	YORBA LINDA WATER V006633	JAN - SEWER CHARGES	484356-6297 Billing Services	AP031025	1,065.94	566108		00134162	03/13/2025
MW OH	YORBA LINDA WATER V006633	FEB - SEWER CHARGES	484356-6297 Billing Services	AP031025	1,230.96	566647		00134162	03/13/2025
				Check Total:	2,296.90				
MW OH	AIRGAP LABS LLC V012533	IT PROFESSIONAL SVS	796508-6850 Building & Facilities	AP031725	3,877.50	213156R	P13793	00134163	03/20/2025
				Check Total:	3,877.50				
MW OH	ALCALA, JASON V006564	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP031725	259.20	ALCALA31725		00134164	03/20/2025
				Check Total:	259.20				
MW OH	ALL CITY MANAGEMENT V000005	2/16-3/1 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP031725	5,005.80	99416	P13468	00134165	03/20/2025
				Check Total:	5,005.80				
MW OH	ALLIANCE BUSINESS V011660	3/1-31 FD INTERNET FIBER	109595-6215 Telephone/Internet	AP031725	1,298.51	3586823		00134166	03/20/2025
				Check Total:	1,298.51				
MW OH	AMAZON CAPITAL SERVICES V012336	SANITORIAL SUPPLIES	103654-6147 Janitorial Supplies	AP031725	266.42	1JWV-4L3K-		00134167	03/20/2025
MW OH	AMAZON CAPITAL SERVICES V012336	VEHICLE MAINT. SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	613.79	1JWV-4L3K-		00134167	03/20/2025
MW OH	AMAZON CAPITAL SERVICES V012336	PW - R&M SUPPLIES	103654-6130 Repair & Maint/Facilities	AP031725	1,174.98	1JWV-4L3K-		00134167	03/20/2025
MW OH	AMAZON CAPITAL SERVICES V012336	REPAIR & MAINTENANCE	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP031725	110.90	1JWV-4L3K-		00134167	03/20/2025
MW OH	AMAZON CAPITAL SERVICES	SMALL TOOLS	103652-6350	AP031725	262.01	1JWV-4L3K-		00134167	03/20/2025

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	V012336		Small Tools/Equipment						
MW OH	AMAZON CAPITAL SERVICES V012336	SMALL TOOLS	103658-6350 Small Tools/Equipment	AP031725	1,107.86	1JWV-4L3K-		00134167	03/20/2025
				Check Total:	3,535.96				
MW OH	AMTECH ELEVATOR V012616	FEB - ELEVATOR MAINTENANCE	103654-6290 Dept. Contract Services	AP031725	356.00	151401868734	P13506	00134168	03/20/2025
				Check Total:	356.00				
MW OH	ANGELES CONTRACTOR INC V012928	INCPD WRITING ROOM IMPROVEMENT	795303-2046 / 795303-2046 Retentions Payable	AP031725	-1,181.71	2441C-01		00134169	03/20/2025
MW OH	ANGELES CONTRACTOR INC V012928	INCPD WRITING ROOM IMPROVEMENT	795303-6850 / 795303-6850 Building & Facilities	AP031725	23,634.19	2441C-01	P13674	00134169	03/20/2025
				Check Total:	22,452.48				
MW OH	ARDURRA GROUP INC V012983	JAN - TUFFREE PARK SIDEWALK	797507-6760 Infrastructure - Parks	AP031725	5,938.79	161298	P13756	00134170	03/20/2025
				Check Total:	5,938.79				
MW OH	AT & T V008736	3/9-4/8 FS2 INTERNET	109595-6215 Telephone/Internet	AP031725	95.59	FS2 MAR 25		00134171	03/20/2025
MW OH	AT & T V008736	3/2-4/1 CH FIBER LINE	109595-6215 Telephone/Internet	AP031725	116.99	MARCH 25 CH		00134171	03/20/2025
MW OH	AT & T V008736	2/27-3/26 POWELL BLDG INTERNET	109595-6215 Telephone/Internet	AP031725	95.59	POWELL FEB		00134171	03/20/2025
				Check Total:	308.17				
MW OH	AT & T MOBILITY V008709	3/8-4/7 IPAD CHARGES	109595-6215 Telephone/Internet	AP031725	554.17	X03152025		00134172	03/20/2025
				Check Total:	554.17				
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 Telephone/Internet	AP031725	689.38	031025		00134173	03/20/2025
MW OH	AT&T	JAN-FEB PHONE CHARGES	109595-6215 / 21009-6215	AP031725	15.91	031025		00134173	03/20/2025

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	V004144		Telephone/Internet						
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone/Internet	AP031725	95.43	031025		00134173	03/20/2025
Check Total:					800.72				
MW OH	AT&T MOBILITY V011025	FEB - PW FIRSTNET	109595-6215 Telephone/Internet	AP031725	1,507.51	24753412		00134174	03/20/2025
MW OH	AT&T MOBILITY V011025	FEB - CS FIRSTNET	109595-6215 Telephone/Internet	AP031725	367.30	24753412		00134174	03/20/2025
MW OH	AT&T MOBILITY V011025	FEB - TEEN CTR FIRSTNET	109595-6215 Telephone/Internet	AP031725	40.24	24753412		00134174	03/20/2025
MW OH	AT&T MOBILITY V011025	FEB - ADMIN FIRSTNET	109595-6215 Telephone/Internet	AP031725	160.96	24753412		00134174	03/20/2025
MW OH	AT&T MOBILITY V011025	FEB - FIRE FIRSTNET	109595-6215 Telephone/Internet	AP031725	447.89	24760553		00134174	03/20/2025
MW OH	AT&T MOBILITY V011025	FEB - PD FIRSTNET	109595-6215 Telephone/Internet	AP031725	4,010.08	24760553		00134174	03/20/2025
Check Total:					6,533.98				
MW OH	AUDI NORTH OC V012263	FEB - VEHICLE REBATE PROGRAM	101534-6363 Resident Vehicle Rebate Prog	AP031725	2,500.00	FEBRUARY		00134175	03/20/2025
Check Total:					2,500.00				
MW OH	BRENNAN ESTIMATING V011259	MAR -FIRE/SEC ALARM MONITORING	03654-6127 Alarm Monitoring	AP031725	409.50	13857	P13707	00134176	03/20/2025
Check Total:					409.50				
MW OH	BUREAU VERITAS V012759	FACILITY CONDITION ASSESMENT	103654-6290 Dept. Contract Services	AP031725	3,413.00	INV00048321	P13670	00134177	03/20/2025
Check Total:					3,413.00				
MW OH	CALIFORNIA YELLOW CAB V003323	FEB -SENIOR TRANSPORTATION SVS	84071-6401 Community Programs	AP031725	7,280.44	2487025	P13626	00134178	03/20/2025

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MW OH	CALIFORNIA YELLOW CAB V003323	FEB -SENIOR TRANSPORTATION SVS	94071-6401 Community Programs	AP031725	1,820.11	2487025	P13626	00134178	03/20/2025
					Check Total:	9,100.55			
MW OH	COMMERCIAL AQUATIC V005203	FEB - CIVIC CTR FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP031725	408.80	1019661	P13508	00134179	03/20/2025
MW OH	COMMERCIAL AQUATIC V005203	FEB- FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP031725	291.20	1019661	P13508	00134179	03/20/2025
					Check Total:	700.00			
MW OH	CONNELL, JOSEPH V004080	PD TRAINING MEALS	103040-6250 Staff Training	AP031725	430.00	CONNELL31325		00134180	03/20/2025
					Check Total:	430.00			
MW OH	CONTRERAS, JOSHUA V011352	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP031725	259.20	CONTRERAS31		00134181	03/20/2025
					Check Total:	259.20			
MW OH	COUNTY OF ORANGE V008881	RADIO LAPEL REPAIR	103066-6137 Repair Maint/Equipment	AP031725	84.74	STTM002677		00134182	03/20/2025
MW OH	COUNTY OF ORANGE V008881	FEB - AFIS SERVICES	103040-6290 Dept. Contract Services	AP031725	1,570.00	SH 70856	P13461	00134182	03/20/2025
MW OH	COUNTY OF ORANGE V008881	FEB - OCATS CIRCUIT SUPPORT	103043-6099 Professional Services	AP031725	1,104.51	SH 70808	P13531	00134182	03/20/2025
					Check Total:	2,759.25			
MW OH	CSG CONSULTANTS INC V011609	FEB - BUILDING INSPECTION SVS	102532-6290 Dept. Contract Services	AP031725	16,038.00	60382	P13606	00134183	03/20/2025
					Check Total:	16,038.00			
MW OH	DATA TICKET INC. V006119	FEB - CE CITATION PROCESSING	750000-6366 Web Based Service/Subscriptions	AP031725	1,612.48	176551	P13637	00134184	03/20/2025
					Check Total:	1,612.48			
MW OH	DEROTIC EMERGENCY	E1 MAINTENANCE	103066-6134	AP031725	713.07	SO-5747	P13540	00134185	03/20/2025

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	V011295		Vehicle Repair & Maintenance						
				Check Total:	713.07				
MW OH	ENTENMANN-ROVIN CO V000342	CUSTOM BADGES	103065-6301 Special Department Expenses	AP031725	5,315.30	0195734	P13811	00134186	03/20/2025
				Check Total:	5,315.30				
MW OH	EUROO TERMITE CONTROL REFUND - BL930007594 OVERPMT V013024		100000-4101 Business License Fees	AP031725	84.76	031125		00134187	03/20/2025
				Check Total:	84.76				
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	75.92	102-229084	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	78.64	102-229355	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	25.26	102-229436	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	35.27	102-229452	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	77.58	102-229559	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	80.06	102-229716	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	36.40	12-6416510	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	22.83	12-6427076	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	102.10	12-6427741	P13535	00134188	03/20/2025
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031725	90.36	12-6433434	P13535	00134188	03/20/2025

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					Check Total:	624.42			
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP031725	1,299.20	294431		00134189	03/20/2025
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP031725	54.71	294696		00134189	03/20/2025
MW OH	FAIRWAY FORD V000376	FEB - VEHICLE REBATE PROGRAM	101534-6363 Resident Vehicle Rebate Prog	AP031725	3,000.00	FEBRUARY		00134189	03/20/2025
					Check Total:	4,353.91			
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP031725	38.26	030496443		00134190	03/20/2025
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP031725	50.21	030529349		00134190	03/20/2025
					Check Total:	88.47			
MW OH	GLASBY MAINT. SUPPLY	COGYM FLOOR CLEANING SUPPLIES	104055-6147 Janitorial Supplies	AP031725	203.66	349874		00134191	03/20/2025
					Check Total:	203.66			
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 / 21010-6335 Water	AP031725	233.07	031025		00134192	03/20/2025
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 Water	AP031725	26,963.34	031025		00134192	03/20/2025
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	296561-6335 Water	AP031725	11,554.30	031025		00134192	03/20/2025
					Check Total:	38,750.71			
MW OH	GRIZZLY SYSTEMS LLC V012700	2025 ERMS SOFTWARE SUBSCR	103066-6136 Software Maintenance	AP031725	3,000.00	1002A		00134193	03/20/2025
					Check Total:	3,000.00			
MW OH	HF&H CONSULTANTS LLC V010575	JAN - SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP031725	699.75	9721891	P13634	00134194	03/20/2025

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					Check Total:	699.75			
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFIC SUPPLIES	103652-6310 Street Signs	AP031725	2,388.97	168037		00134195	03/20/2025
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP031725	1,220.35	168353		00134195	03/20/2025
					Check Total:	3,609.32			
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING REPAIR MATERIALS	103654-6137 Repair Maint/Equipment	AP031725	540.12	1039351		00134196	03/20/2025
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING REPAIR MTRLS - RETURN	103654-6137 Repair Maint/Equipment	AP031725	-333.00	1041844		00134196	03/20/2025
					Check Total:	207.12			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031725	1,153.00	0018198844-003	P13560	00134197	03/20/2025
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031725	424.87	0019622121-001	P13560	00134197	03/20/2025
					Check Total:	1,577.87			
MW OH	INSIGHT PUBLIC SECTOR INC V012729	MICROSOFT M365 LIC	101523-6136 Software Maintenance	AP031725	79,775.83	1101255179	P13805	00134198	03/20/2025
MW OH	INSIGHT PUBLIC SECTOR INC V012729	OFFICE PROFESSIONAL PLUS	101523-6136 Software Maintenance	AP031725	2,183.40	1101255179	P13805	00134198	03/20/2025
					Check Total:	81,959.23			
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RETURN	103041-6360 Uniforms	AP031725	-78.68	CM46775	P13808	00134199	03/20/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CARRIERS	103041-6360 Uniforms	AP031725	1,114.95	INV920650	P13808	00134199	03/20/2025
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MENDOZA	103041-6360 Uniforms	AP031725	78.68	INV920858	P13808	00134199	03/20/2025
					Check Total:	1,114.95			

City of Placentia
Check Register
For 03/26/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MARTIN, ARMANDO V011735	FEB - DEAD ANIMAL REMOVAL SVS	103652-6290 Dept. Contract Services	AP031725	600.00	0003027	P13534	00134200	03/20/2025
					Check Total:	600.00			
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6130 Repair & Maint/Facilities	AP031725	59.32	570599/5		00134201	03/20/2025
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6130 Repair & Maint/Facilities	AP031725	87.91	570673/5		00134201	03/20/2025
					Check Total:	147.23			
MW OH	MIRACLE RECREATION V001891	WAGNER PK - MALLET-FLAT CHIME	104055-6130 Repair & Maint/Facilities	AP031725	252.88	886272		00134202	03/20/2025
					Check Total:	252.88			
MW OH	MUNITEMPS V009595	2/24-3/6 TEMP STAFFING	101513-6099 Professional Services	AP031725	6,360.00	130537	P13798	00134203	03/20/2025
					Check Total:	6,360.00			
MW OH	NAPA AUTO PARTS V011456	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP031725	95.67	146427		00134204	03/20/2025
					Check Total:	95.67			
MW OH	OC ATAC V013022	AT TASK FORCE AWARD REG	103040-6245 Meetings & Conferences	AP031725	80.00	041625		00134205	03/20/2025
					Check Total:	80.00			
MW OH	ORANGE COUNTY V000698	Q1 24/25 OCHCA FOG/BMP INSP	103593-6099 Professional Services	AP031725	30.57	64326		00134206	03/20/2025
MW OH	ORANGE COUNTY V000698	Q2 24/25 OCHCA FOG/BMP INSP	103593-6099 Professional Services	AP031725	10.17	64335		00134206	03/20/2025
					Check Total:	40.74			
MW OH	PACIFIC WEST AIR V010710	CITY YARD - HVAC MAINTENANCE	103654-6290 Dept. Contract Services	AP031725	5,135.69	148345	P13753	00134207	03/20/2025
MW OH	PACIFIC WEST AIR	CH - HVAC MAINTENANCE	103654-6290	AP031725	758.24	148415	P13753	00134207	03/20/2025

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For 03/26/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010710		Dept. Contract Services						
				Check Total:	5,893.93				
MW OH	PCN3 INC V012642	FEB - PSC CONST SVS	105213-2046 / 105213-2046 Retentions Payable	AP031725	-14,515.00	APP20		00134208	03/20/2025
MW OH	PCN3 INC V012642	FEB - PSC CONST SVS	105213-6850 / 105213-6850 Building & Facilities	AP031725	290,300.00	APP20	P13587	00134208	03/20/2025
				Check Total:	275,785.00				
MW OH	PLACEWORKS V012423	FEB - CHAPMAN CORRIDOR	749104-6017 / 749104-6017 Special Studies	AP031725	2,618.85	PLA-02.0-5	P13488	00134209	03/20/2025
MW OH	PLACEWORKS V012423	FEB - SP-5 CORRIDOR PLAN	749505-6017 Special Studies	AP031725	767.55	PLA-03.0-5	P13577	00134209	03/20/2025
				Check Total:	3,386.40				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP031725	115.32	C69771		00134210	03/20/2025
				Check Total:	115.32				
MW OH	PREMIER COLLISION CENTER V012785	ID4 REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP031725	3,688.77	4539	P13794	00134211	03/20/2025
				Check Total:	3,688.77				
MW OH	PRUDENTIAL OVERALL V000836	WK 3/5 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP031725	31.90	62987143	P13636	00134212	03/20/2025
MW OH	PRUDENTIAL OVERALL V000836	WK 3/5 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP031725	45.87	62987143	P13636	00134212	03/20/2025
MW OH	PRUDENTIAL OVERALL V000836	WK 3/5 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP031725	27.06	62987143	P13636	00134212	03/20/2025
MW OH	PRUDENTIAL OVERALL V000836	WK 3/5 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP031725	23.76	62987143	P13636	00134212	03/20/2025
MW OH	PRUDENTIAL OVERALL V000836	WK 3/5 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP031725	20.20	62987143	P13636	00134212	03/20/2025

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For 03/26/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	148.79				
MW OH	QUADIENT INC V012611	APR - PARCEL PENDING	103654-6290 Dept. Contract Services	AP031725	136.86	61772135		00134213	03/20/2025
				Check Total:	136.86				
MW OH	RED HELMET TRAINING V013023	FIRE TRAINING FEES	103066-6250 Staff Training	AP031725	2,790.00	250302-02	P13818	00134214	03/20/2025
				Check Total:	2,790.00				
MW OH	ROY ALLAN SLURRY SEAL V011447	JAN - CONSTRUCTION SVS	331506-2046 Retentions Payable	AP031725	-500.00	4643REV		00134215	03/20/2025
MW OH	ROY ALLAN SLURRY SEAL V011447	JAN - CONSTRUCTION SVS	601506-2046 Retentions Payable	AP031725	-13,769.84	4643REV		00134215	03/20/2025
MW OH	ROY ALLAN SLURRY SEAL V011447	JAN - CONSTRUCTION SVS	791506-2046 Retentions Payable	AP031725	-40,478.23	4643REV		00134215	03/20/2025
MW OH	ROY ALLAN SLURRY SEAL V011447	JAN - CONSTRUCTION SVS	331506-6740 Infrastructure - Streets	AP031725	10,000.00	4643REV	P13778	00134215	03/20/2025
MW OH	ROY ALLAN SLURRY SEAL V011447	JAN - CONSTRUCTION SVS	601506-6740 Infrastructure - Streets	AP031725	275,396.76	4643REV	P13778	00134215	03/20/2025
MW OH	ROY ALLAN SLURRY SEAL V011447	JAN - CONSTRUCTION SVS	791506-6740 Infrastructure - Streets	AP031725	809,564.53	4643REV	P13778	00134215	03/20/2025
				Check Total:	1,040,213.22				
MW OH	SAN DIEGO POLICE EQUIP. V000984	AMMUNITION	103043-6162 Range Training	AP031725	4,652.71	664506	P13789	00134216	03/20/2025
				Check Total:	4,652.71				
MW OH	SC FUELS V012766	2/1-15 FUEL	103658-6345 Gasoline & Diesel Fuel	AP031725	10,659.24	1006978	P13489	00134217	03/20/2025
				Check Total:	10,659.24				
MW OH	SEQUEL CONTRACTORS INC V010524	JAN - CONSTRUCTION SVS	186098-2046 Retentions Payable	AP031725	-1,138.25	BILLING #1		00134218	03/20/2025

**City of Placentia
Check Register
For 03/26/2025**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SEQUEL CONTRACTORS INCJAN - CONSTRUCTION SVS V010524		666098-2046 Retentions Payable	AP031725	-1,250.00	BILLING #1		00134218	03/20/2025
MW OH	SEQUEL CONTRACTORS INCJAN - CONSTRUCTION SVS V010524		726098-2046 Retentions Payable	AP031725	-9,265.00	BILLING #1		00134218	03/20/2025
MW OH	SEQUEL CONTRACTORS INCJAN - CONSTRUCTION SVS V010524		186098-6740 Infrastructure - Streets	AP031725	22,765.00	BILLING #1	P13813	00134218	03/20/2025
MW OH	SEQUEL CONTRACTORS INCJAN - CONSTRUCTION SVS V010524		666098-6740 Infrastructure - Streets	AP031725	25,000.00	BILLING #1	P13813	00134218	03/20/2025
MW OH	SEQUEL CONTRACTORS INCJAN - CONSTRUCTION SVS V010524		726098-6740 Infrastructure - Streets	AP031725	185,300.00	BILLING #1	P13813	00134218	03/20/2025
Check Total:					221,411.75				
MW OH	SO CAL GAS V000909	JAN-FEB GAS CHARGES	109595-6340 Natural Gas	AP031725	298.22	031025		00134219	03/20/2025
MW OH	SO CAL GAS V000909	JAN-MAR GAS CHARGES	109595-6340 Natural Gas	AP031725	355.15	031325		00134219	03/20/2025
Check Total:					653.37				
MW OH	SOCAL DATA DESTRUCTIONHARD DRIVE DESTRUCTIONS V012513		101523-6099 Professional Services	AP031725	332.00	10099		00134220	03/20/2025
Check Total:					332.00				
MW OH	SOUTHERN CALIFORNIA V000910	FEB - ELECTRIC CHARGES	296561-6330 Electricity	AP031725	6.69	030625		00134221	03/20/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - ELECTRIC CHARGES	109595-6330 Electricity	AP031725	48,837.67	030625		00134221	03/20/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP031725	96.71	030625		00134221	03/20/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP031725	309.36	030625		00134221	03/20/2025
MW OH	SOUTHERN CALIFORNIA	FEB - ELECTRIC CHARGES	286560-6330	AP031725	17,759.43	030625		00134221	03/20/2025

**City of Placentia
Check Register
For 03/26/2025**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	FEB - ELECTRIC CHARGES	109595-6330 Electricity	AP031725	5,202.47	031325		00134221	03/20/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP031725	12.45	031325		00134221	03/20/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - ELECTRIC CHARGES	296561-6330 Electricity	AP031725	48.10	031325		00134221	03/20/2025
MW OH	SOUTHERN CALIFORNIA V000910	FEB - ELECTRIC CHARGES	800000-6330 Electricity	AP031725	132.97	031325		00134221	03/20/2025
				Check Total:	72,405.85				
MW OH	STERICYCLE INC V012074	FEB PAPER SHREDDING SVS	374386-6099 Professional Services	AP031725	1,767.86	8010126590	P13557	00134222	03/20/2025
				Check Total:	1,767.86				
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6146 Paint Supplies	AP031725	551.04	7974-6		00134223	03/20/2025
				Check Total:	551.04				
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP031725	38.85	70901		00134224	03/20/2025
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP031725	33.45	70909		00134224	03/20/2025
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP031725	108.73	70910		00134224	03/20/2025
				Check Total:	181.03				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	FEB - CONSULTING SVS	101001-6001 Management Consulting Services	AP031725	6,000.00	22841	P13459	00134225	03/20/2025
				Check Total:	6,000.00				
MW OH	TRANSUNION RISK & V009317	FEB - PD DATABASE TRANSACTIONS	03042-6290 Dept. Contract Services	AP031725	175.00	49451-202502-1		00134226	03/20/2025

City of Placentia
Check Register
For 03/26/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	175.00				
MW OH	TRILLIUM CNG (1720) V007952	FEB - CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP031725	199.93	25325077		00134227	03/20/2025
				Check Total:	199.93				
MW OH	TURBO DATA SYSTEMS INC V001238	FEB - PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP031725	3,537.87	45134	P13487	00134228	03/20/2025
				Check Total:	3,537.87				
MW OH	UNDERGROUND SERVICE V010637	FEB CA STATE FEE REG COST	484356-6301 Special Department Expenses	AP031725	180.20	220250536		00134229	03/20/2025
MW OH	UNDERGROUND SERVICE V010637	FEB DIG ALERT SVS	484356-6301 Special Department Expenses	AP031725	73.74	24-252908		00134229	03/20/2025
				Check Total:	253.94				
MW OH	WELLS FARGO VENDOR V010076	FIN3/15-4/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP031725	188.36	5033466737	P13474	00134230	03/20/2025
MW OH	WELLS FARGO VENDOR V010076	FIN3/15-4/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP031725	255.57	5033466738	P13474	00134230	03/20/2025
MW OH	WELLS FARGO VENDOR V010076	FIN3/15-4/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP031725	70.69	5033466739	P13474	00134230	03/20/2025
MW OH	WELLS FARGO VENDOR V010076	FIN3/15-4/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP031725	79.39	5033466740	P13474	00134230	03/20/2025
MW OH	WELLS FARGO VENDOR V010076	FIN3/15-4/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP031725	219.89	5033466741	P13474	00134230	03/20/2025
MW OH	WELLS FARGO VENDOR V010076	FIN3/15-4/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP031725	5,529.91	5033466742	P13474	00134230	03/20/2025
				Check Total:	6,343.81				
MW OH	WESTERN SYSTEMS INC. V012990	CURRUX VISION ITS - 2 UNITS	702001-6741 / 702001-6741 Infrastructure - Traffic	AP031725	36,451.76	0000065362	P13769	00134231	03/20/2025
				Check Total:	36,451.76				

City of Placentia
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For 03/26/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	YORBA LINDA WATER V001148	JAN-FEB WATER CHARGES	109595-6335 Water	AP031725	2,337.97	031025		00134232	03/20/2025
MW OH	YORBA LINDA WATER V001148	JAN-FEB WATER CHARGES	109595-6335 Water	AP031725	337.60	031325		00134232	03/20/2025

Check Total: 2,675.57
Type Total: 2,378,357.96
Check Total: 2,378,357.96

City of Placentia
ACH Check Register
 For 04/01/2025

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 824,374.81

Check Totals by ID	
AP	824,374.81
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
 Check Total: 824,374.81

Fund Name	Check Totals by Fund
101-General Fund (0010)	88,641.48
117-Measure U Fund (0079)	59,917.50
231-Placentia Reg Nav Cent(0078)	9.91
401-City Capital Projects (0033)	3,564.00
501-Refuse Administration (0037)	384,939.84
601-Employee Health & Wlfre (0039)	287,302.08
Check Total:	824,374.81

ACH Payroll Direct Deposit for 03/21/2025: 615,473.10

Electronic Disbursement Total: 1,439,847.91

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 03/26/2025**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V006234	MAR - MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH031225	223,669.62	10000001783522		00019734	03/13/2025
MW OH	CALIFORNIA PUBLIC V006234	MAR - MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH031225	536.81	10000001783522		00019734	03/13/2025
MW OH	CALIFORNIA PUBLIC V006234	MAR - MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH031225	15,800.00	10000001783522		00019734	03/13/2025
MW OH	CALIFORNIA PUBLIC V006234	MAR - MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH031225	265.51	10000001783522		00019734	03/13/2025
MW OH	CALIFORNIA PUBLIC V006234	MAR - MEDICAL INS NON-PERS	395000-4715 ISF Health Ins Reimbursement	ACH031225	47,030.14	10000001783522		00019734	03/13/2025
Check Total:					287,302.08				
MW OH	INFRASTRUCTURE V011245	DEC - BLDG & SAFETY PLAN CHECK	102532-6290 Dept. Contract Services	EFT031225	18,630.00	472228	P13579	00019735	03/13/2025
MW OH	INFRASTRUCTURE V011245	JAN - BLDG & SAFETY PLAN CHECK	102532-6290 Dept. Contract Services	EFT031225	28,491.25	476477	P13579	00019735	03/13/2025
Check Total:					47,121.25				
MW OH	INFRASTRUCTURE V012903	DEC - CM SVS - SIFI PROJECT	103551-6099 Professional Services	EFT031225	9,660.00	472277	P13722	00019736	03/13/2025
Check Total:					9,660.00				
MW OH	PLACENTIA FIREFIGHTERS V011878	PPFA PE3/1 PD3/7	0010-2189 Fire Association Dues	EFT031225	1,050.00	PR2501005		00019737	03/13/2025
Check Total:					1,050.00				
MW OH	PLACENTIA POLICE V000839	PPFMA PE3/1 PD3/7	0010-2180 Police Mgmt Assn Dues	EFT031225	1,312.58	PR2501005		00019738	03/13/2025
Check Total:					1,312.58				
MW OH	PLACENTIA POLICE V003519	PPOA PE3/1 PD3/7	0010-2178 Placentia Police Assoc Dues	EFT031225	3,220.15	PR2501005		00019739	03/13/2025
MW OH	PLACENTIA POLICE	PPOA PE3/1 PD3/7	0078-2178	EFT031225	9.91	PR2501005		00019739	03/13/2025

**City of Placentia
Check Register
For 03/26/2025**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003519		Placentia Police Assoc Dues						
				Check Total:	3,230.06				
MW OH	INFRASTRUCTURE V011245	FEB - BLDG & SAFETY PLAN CHECK	102532-6290 Dept. Contract Services	EFT031925	23,747.50	482452	P13579	00019740	03/20/2025
				Check Total:	23,747.50				
MW OH	INFRASTRUCTURE V012903	JAN - CM SVS GOLDEN BRIDGE	331801-6740 Infrastructure - Streets	EFT031925	3,564.00	477370	P13617	00019741	03/20/2025
MW OH	INFRASTRUCTURE V012903	JAN - DESIGN ENGINEERING SVS	791505-6740 Infrastructure - Streets	EFT031925	52,492.50	477293	P13720	00019741	03/20/2025
MW OH	INFRASTRUCTURE V012903	JAN - CM SVS - SIFI PROJECT	103551-6099 Professional Services	EFT031925	2,530.00	477302	P13722	00019741	03/20/2025
MW OH	INFRASTRUCTURE V012903	JAN - INSP SVS - ARTERIAL ST	796098-6740 Infrastructure - Streets	EFT031925	7,425.00	477297	P13729	00019741	03/20/2025
				Check Total:	66,011.50				
MW OH	REPUBLIC WASTE SERVICES V007205	FEB - REFUSE COLLECTION SVS	374386-6101 Disposal	EFT031925	384,939.84	676-005880452	P13623	00019742	03/20/2025
				Check Total:	384,939.84				
				Type Total:	824,374.81				
				Check Total:	824,374.81				



Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Nicolette Drulias

From: Administrative Services

Subject:

Appointments to the Centennial Steering Committee for the City's Centennial Planning for Council Districts 3, 4, and 5, Placentia Round Table Women's Club, City Council Representative, and Veterans Advisory Committee

Financial Impact:

Fiscal Impact:

At this time there is no fiscal impact associated with the creation of the Committee.

Summary:

On November 19, 2024, the City Council authorized the formation of a Centennial Steering Committee (the "Committee") to assist City staff in planning for the City's upcoming Centennial celebration in 2026. The City will celebrate its centennial on December 2, 2026, and plans to celebrate all year long with centennial-themed events, merchandise, a new City logo and updated branding, community involvement, and a special birthday party celebration in December 2026. In order to promote community involvement and ensure we include unique community events and programs for this celebration, Staff recommended the establishment of a Committee comprised of different City organizations, non-profits, and recognized community groups. The Committee will split off into Subcommittees working with Staff and other members to prepare recommendations for programming, events, and other items associated with the centennial celebrations. The Committee will be comprised of nineteen (19) members: two (2) City Council Members; one (1) appointed from each of the five (5) City Council districts; one (1) member from Kiwanis Club of Placentia; one (1) member from the Placentia Library; one (1) member from the Rotary Club of Placentia; one (1) member from the Placentia Round Table Women's Club; one (1) member from the Placentia Yorba Linda Unified School District; one (1) member from the Veterans Advisory Committee; one (1) member from the Placita Santa Fe Merchants Association; one (1) member from the Placentia Chamber of Commerce; one (1) member from the Senior Advisory Committee; one (1) member from the Heritage Festival Committee; two (2) members from the Historical Committee. City Staff members will serve as facilitators/liasons for the Committee.

This action approves the appointees from the Veterans Advisory Committee, Placentia Round Table Women's Club, City Council Representative, Council District Three (3), Council District Four (4), and Council District Five (5) to serve on the Centennial Steering Committee.

Recommendation:

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

1. Approve the appointment of Paul Henderson to serve on the Centennial Steering Committee in representation of the Veterans Advisory Committee;
2. Approve the appointment of Carol Downey to serve on the Centennial Steering Committee in representation of the Placentia Round Table Women's Club;
3. Approve the appointment of Jodi Stout to serve on the Centennial Steering Committee in representation of Council District Three (3) per the recommendation of Council Member Yamaguchi; and
4. Approve the appointment of Peggie Yamaguchi to serve on the Centennial Steering Committee in representation of Council District Four (4) per the recommendation of Mayor Pro Tem Wanke; and
5. Approve the appointment of Aaron Mills to serve on the Centennial Steering Committee in representation of Council District Five (5) per the recommendation of Council Member Smith; and
6. Approve the appointment of Paulette Chaffee to serve on the Centennial Steering Committee per the recommendation of Mayor Kirwin as a City Council Representative.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to Increase Community Engagement under Objectives #4.1 and #4.2, which is to Evaluate Alternative and More Creative Methods of Community Outreach and Increase Community Engagement/Outreach.

Discussion:

At the February 4, 2025 City Council Meeting, the Council approved the appointment of the following members to serve on the Centennial Steering Committee:

- Historical Committee Members Bonnie Carren and Kathy Frazee
- Park, Arts, and Recreation Commissioner Tricia Montelongo
- Placentia Chamber of Commerce Executive Director Michele Severson
- Placita Santa Fe Merchants Association President Rosalina Davis
- Heritage Committee Member Kenny Binnings
- Placentia Library District Assistant Director Yesenia Baltierra
- Kiwanis Club President James Kissinger
- City Council Member and Placentia Rotary Member Ward Smith
- District 2 representative Art Castillo, Representing Mayor Kirwin in City Council District 2

The recommended action approves the appointees from the Veterans Advisory Committee, Placentia Round Table Women's Club, City Council Representative, Council District Three (3), Council District Four (4), and Council District Five (5) to serve on the Centennial Steering Committee.

The Committee meets monthly on the second Monday of each month at 5:30 p.m. at City Hall. Should applications be received for the remaining Committee vacancies, they will be submitted to the Council for consideration and, if appointed at a subsequent City Council meeting, the applicant(s) shall join the Committee.



Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Andrew Gonzales

From: Development Services

Subject:

Tentative Parcel Map No. TPM 2024-143. A Request to Subdivide a 2.66-acre Parcel at 975 S. Lakeview Avenue (APN 346-341-29) into two Parcels of 1.38 Acres (Parcel 1) and 1.27 Acres (Parcel 2) within the C-M (Commercial Manufacturing) Zoning District

Financial Impact:

Fiscal Impact:

None.

Summary:

At the Planning Commission meeting held on March 11, 2025, the Planning Commission voted 6-0-0 to recommend approval of TPM 2024-143 to the City Council. TPM 2024-143 is a request from the applicant, Glen Gwatney, representing Anacal Engineering, to subdivide an existing 2.66-acre parcel into two (2) parcels measuring 1.38-acres (Parcel 1) and 1.27-acres (Parcel 2) for property located within the C-M (Commercial Manufacturing) Zoning District located on property at 975 S. Lakeview Avenue. In accordance with Placentia Municipal Code (PMC) Sections 22.80.060 and 22.80.070, the Planning Commission hereby submits a report of its finding and recommends approval of TPM 2024-143 to the City Council.

Recommendation:

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

1. Receive the Staff Report, ask any questions of Staff; and
2. Adopt Resolution R-2025-08, a Resolution of the City Council of the City of Placentia, to make findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines, and approve TPM 2024-143 to permit the subdivision of an existing 2.66-acre parcel into two (2) parcels measuring 1.38-acres (Parcel 1) and 1.27-acres (Parcel 2) for property located within the C-M (Commercial Manufacturing) Zoning District located on property at 975 S. Lakeview Avenue (Assessor's Parcel Number 346-341-29 & 346-341-30).

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to:

Tentative Parcel Map No. 2024-143 aligns with the City's Strategic Plan Objective 1.4 of protecting and preserving economic development nodes by ensuring clear property

delineation, regulatory compliance, and efficient site management. By properly defining boundaries around the fueling tanks, the adjustment supports the continued viability of a revenue-generating commercial property, enhances land use clarity, and facilitates long-term investment potential. This contributes to the stability and orderliness of the area, ultimately maximizing revenue opportunities for the City.

Discussion:

Discussion:

The subject site is located in the southeastern portion of the City of Placentia, near the border with City of Anaheim. It is a developed lot that includes a gas station and a warehouse with an associated administrative office to the north. The property is situated west of S. Lakeview Avenue and north of E. Mira Loma Avenue within the C-M (Commercial Manufacturing) Zoning District. The parcels are currently designated as numbered lots, with multiple access points from both S. Lakeview Avenue and E. Mira Loma Avenue.

The subject site is located in the southeastern portion of the City of Placentia, near the border with City of Anaheim. It is a developed lot that includes a gas station and a warehouse with an associated administrative office to the north. The property is situated west of S. Lakeview Avenue and north of E. Mira Loma Avenue within the C-M (Commercial Manufacturing) Zoning District. The parcels are currently designated as numbered lots, with multiple access points from both S. Lakeview Avenue and E. Mira Loma Avenue.

The proposed Parcel Map will adjust the property line separating the two existing lots but will not create additional parcels or modify the existing land uses. The proposed lot sizes exceed the minimum lot size and width requirements established under the C-M (Commercial Manufacturing) Zoning District, ensuring compliance with zoning regulations. The site is located in an established industrial area, surrounded by a variety of industrial and commercial uses, and is adjacent to the City of Anaheim. The lot line will be centrally positioned within the property and will not negatively impact onsite circulation, access, or parking configurations for existing uses. This subdivision will maintain the functionality, compliance, and operational efficiency of both parcels while supporting orderly development within the industrial zone.

ZONING COMPLIANCE STANDARDS:

Lot Standards

Section 22.16.030 of the Placentia Municipal Code (PMC) establishes the development standards for properties within the C-M (Commercial Manufacturing) Zoning District, including minimum requirements for lot width, lot depth, and lot area. Per the C-M zoning regulations, all lots must have a minimum lot size of 20,000 square feet and a minimum lot width of 100 feet to ensure adequate space for industrial and commercial operations. The proposed subdivision not only meets but exceeds these minimum development standards, ensuring compliance with zoning regulations while maintaining the functionality and viability of both parcels for existing and future use.

CEQA

The proposed application was reviewed by staff in accordance with the requirements of the California Environmental Quality Act (“CEQA”), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the

City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that TPM 2024-143 is exempt from CEQA pursuant to State CEQA Guidelines §15315 (Class 15 - Minor Land Divisions), as it applies to the division of property in urbanized areas zoned for four or fewer parcels, the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

CONCLUSION:

The proposed project is consistent with the City’s General Plan and meets the minimum development standards of the PMC. Including the recommended conditions of approval, the proposed subdivision located within the existing C-M (Commercial Manufacturing) Zoning District will be compatible with adjacent land uses and will not result in any adverse impacts to the surrounding area.

RECOMMENDATION:

Staff and the Planning Commission recommends that the City Council make findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines, and adopt Resolution R-2025-08, approving TPM 2024-143 and making the findings to permit the subdivision of a 2.66-acre parcel into two parcels of 1.38 acres (Parcel 1) and 1.27 acres (Parcel 2) within the C-M (Commercial Manufacturing) Zoning District at 975 S. Lakeview Avenue.

Fiscal Impact Summary:

Fiscal Impact:

No fiscal impact is anticipated with the approval of the Tentative Parcel Map, as the proposed subdivision involves adjusting property lines to better align with existing on-site improvements. The map does not authorize or result in any new development.

Attachments

- 1. [Resolution R-2025-08 - TPM 2024-143.docx](#)
- 2. [TPM 2024-143 MAP.pdf](#)
- 3. [PC Staff Report SIGNED.pdf](#)

RESOLUTION NO. R-2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, TO MAKE FINDINGS THAT THE PROJECT IS CATEGORICALLY EXEMPT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SET FORTH IN TITLE 14 CCR § 15315 (CLASS 15 – MINOR LAND DIVISIONS) AND THE CITY OF PLACENTIA ENVIRONMENTAL GUIDELINES, AND APPROVE TPM 2024-143 TO PERMIT THE SUBDIVISION OF AN EXISTING 2.66-ACRE PARCEL INTO TWO (2) PARCELS MEASURING 1.38-ACRES (PARCEL 1) AND 1.27-ACRES (PARCEL 2) FOR PROPERTY LOCATED WITHIN THE C-M (COMMERCIAL MANUFACTURING) ZONING DISTRICT LOCATED ON PROPERTY AT 975 S. LAKEVIEW AVENUE (ASSESSOR'S PARCEL NUMBER 346-341-29 & 346-341-30)

A. Recitals

WHEREAS, on March 11, 2025, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Parcel Map No. TPM 2024-142 for the subdivision located at 975 S. Lakeview Avenue.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City Staff and members of the public including Anacal Engineering ("Applicant" hereinafter) and Greenleaf, LLC ("Property Owner" hereinafter), regarding a Tentative Parcel Map application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

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

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the

existing development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city as it only involves the subdivision of land for the purposes of ensuring clear property delineation, regulatory compliance, and efficient site management of the subject lots. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachment "A"), this development complies with all applicable code requirements and development standards of Title 23 of the Placentia Municipal Code (PMC), and Title 22, and all applicable Building Codes and other Regulations of the PMC.

b. The proposed subdivision will be consistent with the City's General Plan. The General Plan Land Use designation for the subject site is Commercial Manufacturing, and the proposed use does not involve any change in the land use designation of the subject site. The proposed project involves the subdivision of an existing 2.66-acre parcel into two (2) parcels measuring 1.38-acres (Parcel 1) and 1.27-acres (Parcel 2) within the C-M (Commercial Manufacturing) Zoning District located at 975 S. Lakeview Avenue (Assessor's Parcel Numbers 346-341-29, -30), which the existing development type is consistent with the Commercial Manufacturing land use designation.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of PMC Chapter 22.80 (Subdivisions of four or less parcels). The proposed development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "A" contains Conditions of Approval and Standard Development Requirements specific to this development application in order to provide assurances that the proposed subdivision and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. The proposed map is consistent with the General Plan, as it seeks to reconfigure the size of two existing parcels by realigning their shared property line. This adjustment ensures clear delineation of property boundaries while maintaining compliance with zoning regulations and existing land use designations. In an overall review of the General Plan, the proposed subdivision is consistent with all of the policies, programs, and goals.

f. That the site is physically suitable for the type of development. The site consists of a 2.66-acre parcel within the C-M Zoning District and is designed to accommodate existing industrial and commercial uses. The proposed subdivision will realign the property line between two existing parcels without increasing density or altering the current land use. The site provides adequate access, circulation, and infrastructure to support continued operations in compliance with C-M zoning standards, ensuring its suitability for ongoing industrial and commercial activities.

g. That the design of the subdivision is not likely to cause serious public health problems. The proposed subdivision is to allow a subdivision will realign the property line between two existing parcels to ensure clear delineation of property boundaries.

h. That the design of the subdivision or the type of future 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. All of the easements will be protected in place.

i. The design of the subdivision and the proposed lot line adjustment are not likely to cause substantial environmental damage or result in the injury of wildlife or their habitat. The subject site is an already developed property, containing a gas station and a warehouse with associated administrative offices, within the C-M Zoning District. Given its urbanized setting and the absence of designated wildlife habitats within the area, the proposed lot line adjustment will not introduce any new environmental impacts. The subdivision is a minor technical modification that does not involve new development, grading, or changes to land use, ensuring compliance with environmental regulations.

Section 3.

a. Based upon the environmental review of the project, the City Council finds that TPM 2020-124 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15315 (Class 15 – Minor Land Divisions) as the subdivision is a minor technical modification that does not involve new development, grading, or changes to land use, resulting in four or fewer parcels.

b. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

c. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the City Council meeting conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Parcel Map 2024-143, as modified herein, and specifically subject to the conditions set forth in Attachment A to this Resolution attached hereto and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 1st day of April 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 1st day of April 2025 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

ATTACHMENT "A"

Attachment “A”
Special Conditions of Approval for
Tentative Parcel Map No. TPM 2024-143
975 S. Lakeview Avenue
(APNs: 346-341-29, 346-341-30)

SPECIAL CONDITIONS

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

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

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant’s project. The applicant shall pay the City’s defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of TPM 2024-143 and the resulting Final Map is contingent upon City Council approval.

4. TPM 2024-143 shall expire twenty-four (24) months after City Council approval or conditional approval if a final map is not recorded. Upon written request by the developer the time limit may be extended an additional twelve (12) months by City Council.
5. TPM 2024-143 shall not permit any new construction. Any construction activities, except for ongoing maintenance and repair of existing structures or appurtenances, are strictly prohibited under this approval. If the developer or property owner of either lot proposes new onsite construction, a new entitlement application package must be submitted to the City of Placentia for review and approval. Upon approval of a subsequent subdivision or proposed development, the new conditions of approval will supersede and replace the conditions established under this Tentative Parcel Map.
6. A final map shall be prepared by or under the direction of a registered Civil Engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.
7. TPM 2024-143 and the related Final Map shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
8. Any modifications to the approved TPM, including any changes, expansions, or intensifications of use, shall be subject to review and approval by the Director of Development Services. The Director of Development Services or their designee shall determine whether such modifications require approval by the City of Placentia Planning Commission or may be approved administratively by City staff.

DEVELOPMENT SERVICES DEPARTMENT - BUILDING DIVISION:

9. The parcel map, after being approved by City Council, shall be recorded by the Orange County Recording Office.

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION:

Final Map

10. The applicant shall prepare and submit a preliminary title report no older than 90 days.
11. Prior to approval of the Final Map, 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 for providing 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.
12. 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.

Public Improvements and Construction

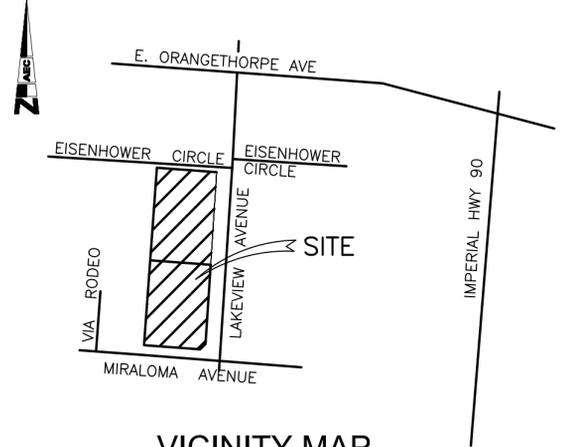
13. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
14. Prior to recording the final map, the public improvement plans as required shall be signed by the City Engineer.

TENTATIVE PARCEL MAP NO. 2024-143

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 85-243, AS SHOWN ON A MAP FILED IN BOOK 207, PAGES 10 AND 11 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, LYING EASTERLY OF THE EASTERLY LINES OF PARCELS 11 THROUGH 16 INCLUSIVE OF PARCEL MAP NO. 89-136, AS SHOWN ON A MAP FILED IN BOOK 261, PAGES 28 THROUGH 31 INCLUSIVE OF SAID PARCEL MAPS.

LEGEND

⊕	— FIRE HYDRANT	🌳	— TREE
///	— EDGE PAVEMENT	🌴	— PALM TREE
⊗	— WATER VALVE		
□	— METER, PULL BOX		
—	— SIGN		
—	— BLOCK WALL		
⊙	— LIGHT STANDARD		
⊙	— STREET LIGHT		
♿	— HANDICAP STALL		
—	— WROUGHT IRON FENCE		
—	— CHAINLINK FENCE		
(000.00)	— EXISTING ELEVATION		



VICINITY MAP
NO SCALE

ZONING INFORMATION

ZONE: CM
COMMERCIAL MANUFACTURING DISTRICT
SETBACKS:
FRONT: 20'
SIDE: 20' ADJACENT TO PUBLIC RIGHT OF WAY & 10' ADJACENT TO RESIDENTIAL REAR: 25'

DENSITY: N/A
HEIGHT: 35' MAX
PARKING RESTRICTIONS:
4 PER THOUSAND TO 3,000 SF
2 PER THOUSAND 2,300 SF TO 20,000 SF
1 PER THOUSAND 20,000 SF +

THIS INFORMATION WAS OBTAINED FROM THE CITY OF PLACENTIA WEB SITE

LAND AREA

TOTAL LOT:
NET/GROSS
115,772 SQUARE FEET
2.658 ACRES

PARCEL 1
NET/GROSS
60,180 SQUARE FEET
1.382 ACRES

PARCEL 2
NET/GROSS
55,592 SQUARE FEET
1.276 ACRES

PARKING TABLE

PROPOSED PARCEL 1
USE: COMMERCIAL
BUILDING FLOOR SPACE: 19,317 SQ.FT.
4 PER THOUSAND TO 3,000 SF = 12 SPACES
2 PER THOUSAND 2,300 SF TO 20,000 SF: 33 SPACES
45 SPACES IN TOTAL

PARKING REQUIRED:

45 TOTAL STALLS

PARKING PROVIDED:

43 REGULAR STALLS

2 ADA STALLS

46 STALLS TOTAL

(1 EXTRA)

PROPOSED PARCEL 2

USE: COMMERCIAL
BUILDING FLOOR SPACE: 197 SQ.FT.
4 PER THOUSAND TO 3,000 SQ.FT. = 4 SPACES

PARKING REQUIRED:

4 TOTAL STALLS

PARKING PROVIDED:

9 REGULAR STALLS

1 ADA STALL

10 TOTAL STALLS

(6 EXTRA)

GENERAL NOTES

- THE TITLE REPORT IS BY LAWYERS TITLE ORDER NO. 114075165 DATED AUGUST 8, 2014
- ASSESSORS PARCEL NUMBERS FOR THESE PROPERTIES IS 346-341-29 & 346-341-30.
- MAP IS FOR THE DIVISION OF 1 LOT INTO TWO LOTS FOR FINANCE PURPOSES ONLY. THERE IS NO CONSTRUCTION REQUESTED WITH THIS SUBDIVISION.
- SITE IS SERVICES BY PUBLIC SEWER, WATER, GAS AND ELECTRIC.



OWNER/SUBDIVIDER

GREENLEAF LLC
975 S. LAKEVIEW AVE.
PLACENTIA, CA. 92870
PH: 714-943-4537

SHEET TITLE TENTATIVE PARCEL MAP NO. 2024-143		DATE 1/14/25	PROJECT ENGINEER ANACAL ENGINEERING COMPANY CIVIL ENGINEERING & LAND SURVEYING 1211 NORTH TUSTIN AVENUE ~ ANAHEIM, CALIFORNIA 92807 PHONE: (714) 774-1763 FAX: (714) 774-4690 E-MAIL ADDRESS: anacal@anacalengineering.com WEB SITE: anacalengineering.com	REVISIONS			
PROJECT 975 SOUTH LAKEVIEW AVENUE	SCALE NONE	DRAWN G. A. G.		NO.	DESCRIPTION	DATE	APP'D
SHEET NO. 1.2	CHECKED D. C. Q.	JOB NO. 24-093TPM					
PLACENTIA, CALIFORNIA							

TENTATIVE PARCEL MAP NO. 2024-143



1 INCH = 40 FT.

EASEMENT NOTES

THE FOLLOWING ITEMS WERE FOUND IN TITLE REPORT NO. 140-2412667-20 DATED SEPTEMBER 27, 2024 BY ORANGE COAST TITLE COMPANY:

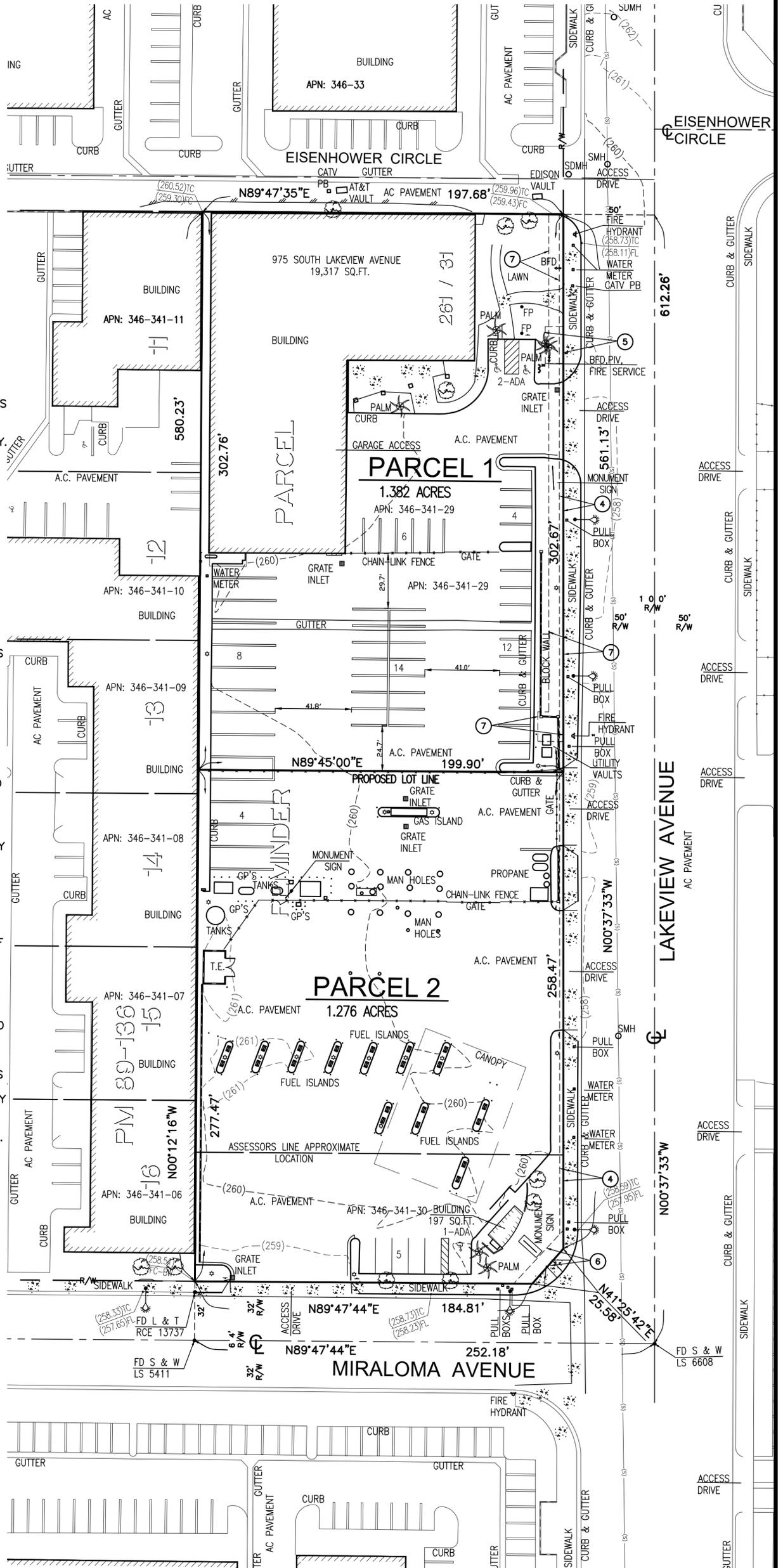
- ① AN EASEMENT FOR RIGHTS OF WAY AND INCIDENTAL PURPOSES AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT RECORDED: 11/07/1911 IN BOOK 203, PAGE(S) 291 OF DEEDS. IN FAVOR OF : YORBA LINDA WATER COMPANY. EASEMENT AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.
- ② AN EASEMENT FOR DITCHES, PIPE LINES, FLUMES, ETC AND INCIDENTAL PURPOSES AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT RECORDED: 02/17/1914 IN BOOK 250, PAGE(S) 66 OF DEEDS. IN FAVOR OF : YORBA IRRIGATION COMPANY, A CORPORATION. EASEMENT AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.
- ③ THE FACT THAT THE OWNERS OF SAID LAND HAVE NO RIGHT OF VEHICULAR ACCESS TO LAKEVIEW AVENUE EXCEPT THE PUBLIC RIGHT TO TRAVEL SAME, SAID RIGHTS HAVING BEEN RELINQUISHED BY THE DEDICATION PROVISIONS ON THE MAP OF SAID TRACT. AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.
- ④ AN EASEMENT FOR TREETWELL AND INCIDENTAL PURPOSES, AS SHOWN ON OR DEDICATED BY THE MAP OF SAID TRACT AS SHOWN ON SAID PARCEL MAP OF SAID LAND RECORDED: IN BOOK 261, PAGE(S) 28-31 OF MAPS EASEMENT AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.
- ⑤ AN EASEMENT FOR IRRIGATION AND DOMESTIC PURPOSES AND INCIDENTAL PURPOSES PURPOSES AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT RECORDED: 11/1/1999 AS INSTRUMENT NO. 1999-763507 OF OFFICIAL RECORDS. IN FAVOR OF : YORBA LINDA WATER DISTRICT, A PUBLIC CORPORATION. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON
- ⑥ AN EASEMENT FOR PUBLIC STREET AND ROAD PURPOSES, PUBLIC UTILITIES, WIRES, CABLES, CONDUITS, STORM SEWERS, SANITARY SEWERS AND WATER PIPE LINES AND INCIDENTAL PURPOSES AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT RECORDED: 11/4/1999 AS INSTRUMENT NO. 1999-772377 OF OFFICIAL RECORDS. IN FAVOR OF : CITY OF PLACENTIA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA. EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- ⑦ AN EASEMENT FOR CONSTRUCT, USE, MAINTAIN, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT, AND/OR REMOVE AT ANY TIME AND FROM TIME TO TIME UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEM, CONSISTING OF WIRES, UNDERGROUND CONDUITS, CABLES, VAULTS, MANHOLES, HANDHOLES, AND INCLUDING ABOVE-GROUND ENCLOSURES, MARKERS AND CONCRETE PADS AND OTHER APPURTENANT FIXTURES AND EQUIPMENT NECESSARY OR USEFUL FOR DISTRIBUTING ELECTRICAL ENERGY AND FOR TRANSMITTING INTELLIGENCE BY ELECTRICAL MEANS IN, ON, OVER AND INCIDENTAL PURPOSES. AS PROVIDED IN AN INSTRUMENT RECORDED: 02/22/2000 AS INSTRUMENT NO. 2000-91777 OF OFFICIAL RECORDS. FOR : IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.

NOTE

SEE SHEET 1 FOR GENERAL NOTES, LEGEND, PARKING TABLE, ZONE INFORMATION AND LEGAL DESCRIPTION.



David C. Quetzel



SHEET TITLE TENTATIVE PARCEL MAP NO. 2024-143	DATE 1/14/25
PROJECT 975 SOUTH LAKEVIEW AVENUE	SCALE 1" = 40'
SHEET NO. 2.2	DRAWN G. A. G.
JOB NO. 24-093TPM	CHECKED D. C. Q.
PLACENTIA, CALIFORNIA	

PROJECT ENGINEER
ANACAL ENGINEERING COMPANY
 CIVIL ENGINEERING & LAND SURVEYING
 1211 NORTH TUSTIN AVENUE ~ ANAHEIM, CALIFORNIA 92807
 PHONE: (714) 774-1763 FAX: (714) 774-4690
 E-MAIL ADDRESS: anacal@anacalengineering.com
 WEB SITE: anacalengineering.com

REVISIONS			
NO.	DESCRIPTION	DATE	APP'D



Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: ANDREW GONZALES, PLANNING MANAGER

DATE: MARCH 11, 2025

SUBJECT: **TENTATIVE PARCEL MAP NO. TPM 2024-143 FOR A SUBDIVISION TO REALIGN THE EXISTING SHARED PROPERTY LINE OF TWO EXISTING LOTS TOTALING 2.66 ACRES AT 975 S. LAKEVIEW AVENUE IN THE C-M (COMMERCIAL MANUFACTURING) ZONING DISTRICT.**

RECOMMENDATION:

It is recommended that the Planning Commission take the following actions:

1. Open the Public Hearing concerning TPM 2024-143; and
2. Receive the Staff Report, consider all public testimony, ask any question of Staff; and
3. Close the public hearing; and
4. Adopt Resolution PC-2025-03, a Resolution of the Planning Commission of the City of Placentia, to make findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines, and recommending to the City Council approval of TPM 2024-143 to permit the subdivision of an existing 2.66-acre parcel into two (2) parcels measuring 1.38-acres (Parcel 1) and 1.27-acres (Parcel 2) for property located within the C-M (Commercial Manufacturing) Zoning District located on property at 975 S. Lakeview Avenue (Assessor's Parcel Number 346-341-29 & 346-341-30).

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to:

Tentative Parcel Map No. 2024-143 aligns with the City's Strategic Plan Objective 1.4 of protecting and preserving economic development nodes by ensuring clear property delineation, regulatory compliance, and efficient site management. By properly defining boundaries around the fueling tanks, the adjustment supports the continued viability of a revenue-generating commercial property, enhances land use clarity, and facilitates long-term investment potential. This contributes to the stability and orderliness of the area, ultimately maximizing revenue opportunities for the City.

REQUEST/BACKGROUND:

The applicant, Glen Gwatney of Anacal Engineering, representing the property owner Greenleaf, LLC, is requesting to subdivide a 2.66-acre parcel at 975 S. Lakeview Avenue (APN 346-341-29)

into two parcels of 1.38 acres (Parcel 1) and 1.27 acres (Parcel 2) within the C-M (Commercial Manufacturing) Zoning District. The proposed subdivision map will shift an existing property line northward to provide clear delineation between the two properties and their operations. Per Placentia Municipal Code (PMC) Section 22.80.010(a), a Parcel Map is required for subdivisions of four or fewer parcels, and PMC Section 22.80.060(c) mandates that the Planning Commission recommend conditional approval or denial of the map to the City Council.

DISCUSSION:

The subject site is located in the southeastern portion of the City of Placentia, near the border with Anaheim. It is a developed lot that includes a gas station and a warehouse with an associated administrative office to the north. The property is situated west of S. Lakeview Avenue and north of E. Mira Loma Avenue within the C-M Zoning District. The parcels are currently designated as numbered lots, with multiple access points from both S. Lakeview Avenue and E. Mira Loma Avenue.

Parcel No.	Lot Size (square feet)	Minimum Lot Size Required in C-M	Lot Width	Minimum Lot Width Required in C-M
1	60,199 sq. ft.	20,000 sq. ft.	302.67 feet	100 feet
2	55,582 sq. ft.	20,000 sq. ft.	199.90 feet*	100 feet

The proposed Parcel Map will adjust the property line separating the two existing lots but will not create additional parcels or modify the existing land uses. The proposed lot sizes exceed the minimum lot size and width requirements established under the C-M Zoning District, ensuring compliance with zoning regulations. The site is located in an established industrial area, surrounded by a variety of industrial and commercial uses, and is adjacent to the City of Anaheim. The lot line will be centrally positioned within the property and will not negatively impact onsite circulation, access, or parking configurations for existing uses. This subdivision will maintain the functionality, compliance, and operational efficiency of both parcels while supporting orderly development within the industrial zone.

Subject Site and Surrounding Land Uses:

The subject site is located within an existing industrial area. The table below shows surrounding existing land uses, zoning, and General Plan land use designations.

Surrounding Land Uses:

Location	Existing Land Use	General Plan Land Use Element Designation	Zoning Map Designation
Subject Site	Gas Station & Warehouse with Administrative Offices	Commercial Manufacturing	C-M

North	Industrial Park with a Variety of Commercial and Industrial Uses	Commercial Manufacturing	C-M
South (across E. Miraloma Avenue)	Multi-tenant Industrial Park	City of Anaheim	City of Anaheim
East (across S. Lakeview Avenue)	Multi-tenant Industrial Park	City of Anaheim	City of Anaheim
West	Variety of Commercial and Industrial Uses	Industrial	M(PMD) (Manufacturing – Planned Manufacturing)

ZONING COMPLIANCE STANDARDS:

Lot Standards;

Section 22.16.030 of the Placentia Municipal Code (PMC) establishes the development standards for properties within the C-M Zoning District, including minimum requirements for lot width, lot depth, and lot area. Per the C-M zoning regulations, all lots must have a minimum lot size of 20,000 square feet and a minimum lot width of 100 feet to ensure adequate space for industrial and commercial operations. The proposed subdivision not only meets but exceeds these minimum development standards, ensuring compliance with zoning regulations while maintaining the functionality and viability of both parcels for existing and future use.

CEQA:

The proposed application was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that TPM 2024-143 is exempt from CEQA pursuant to State CEQA Guidelines §15315 (Class 15 - Minor Land Divisions), as it applies to the division of property in urbanized areas zoned for four or fewer parcels, the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

PUBLIC NOTIFICATION:

Legal notice was published in the Placentia News Times on February 27, 2025, Public Hearing notices were posted at the Civic Center, and on the City website on February 27, 2025. Public Hearing notices were sent to property owners of record within a 300-foot radius of the subject property. As of March 6, 2025, staff has received no comments in support or in opposition of the request.

CONCLUSION:

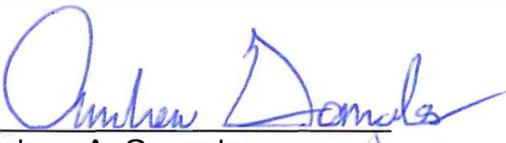
The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. Including the recommended conditions of approval, the proposed subdivision located within the existing C-M Zoning District will be compatible with adjacent land uses and will not result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

RECOMMENDATION:

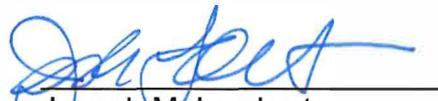
Staff recommends that the Planning Commission make findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines, and adopt Resolution PC 2025-03, recommending approval of TPM 2024-143 to the City of Placentia City Council and making the findings to permit the subdivision of a 2.66-acre parcel into two parcels of 1.38 acres (Parcel 1) and 1.27 acres (Parcel 2) within the C-M (Commercial Manufacturing) Zoning District at 975 S. Lakeview Avenue.

Prepared and submitted by:

Reviewed and approved by:



Andrew A. Gonzales
Planning Manager



Joseph M. Lambert
Director of Development Services

Attachments:

- ~~1. Resolution No. PC 2025-03 recommending City Council approval of TPM 2024-143~~
 - ~~1.a. Conditions of Approval~~
- ~~2. Vicinity Map~~
- ~~3. Proposed Tentative Parcel Map No. 2024-143~~
- ~~4. Affidavit of Mailings, Radius Map, and Address List~~



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Samantha Byfield

From: Public Works

Subject:

Award of Contract to Seco Electrical and Lighting, Inc. for Replacement of Generators at Fire Station 1 and 2., City Project No. 5501

Financial Impact:

Fiscal Impact:

Expense:	\$137,415.11	Construction Cost
	\$ 11,848.45	Construction Contingency Amount
	\$149,263.56	Total Cost
Available Budget:	\$ 39,263.56	Fiscal Year 2024-2025 CIP Budget (555501-6850)
	\$110,000.00	Fiscal Year 2024-2025 CIP Budget (675501-6850)

Summary:

The Public Works Department is proposing replacement of the generators at Fire Station 1 and 2. The approximately 30-year old generators at both stations are out of service and are in need of replacement. The Fiscal Year (FY) 2024-2025 Capital Improvement Program (CIP) Budget included \$150,000 for the replacement of the generator at Fire Station 1 which has failed. Since then, the generator at Fire Station 2 has also failed and is now in need of replacement. Generators provide backup power and ensure continuity of essential public services in the event of a power outage. Staff recommends that the City Council award a purchase agreement to Seco Electrical and Lighting, Inc., (Seco) in the amount of \$137,415.11 for replacement of the generators at Fire Stations 1 and 2. In addition to the purchase cost, there is a construction contingency amount of \$11,848.45 included to cover unforeseen conditions.

Recommendation:

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

1. Approve the purchase of two replacement generators for Fire Station 1 and 2 from Seco Electrical and Lighting, Inc., for \$149,263.56;
2. Authorize the Interim City Administrator to approve invoice change orders up to \$11,848.56 to cover unforeseen conditions; and
3. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:

The City Council approved replacement of the generator at Fire Station 1 as part of the FY 2024-2025 CIP Budget. The generators at both fire stations are past their useful service life, however at the time of budget submissions, the generator at Fire Station 1 had previously failed and was proposed for replacement as the generator at Fire Station 2 remained operational. Staff intended to replace the generator at Fire Station 1 with a larger capacity generator to also power Fire Headquarters, located next door to the Fire Station 1. However, because the two buildings have separate addresses, they cannot share a generator. Adding a generator at Fire Headquarters would require installation of another electrical panel and additional work which cannot be absorbed within the approved project budget. While staff were considering replacement options for the generator at Fire Station 1, the generator at Fire Station 2 also failed.

Staff explored options to replace the generators at both fire stations within the existing project budget. One option considered was the conversion of a portable generator the City purchased in 2004, to a permanent installation at Fire Station 1. This would require updating the cabling to be compatible to connect to the electrical panel and installing a new transfer switch. The quote for completing this cabling work was \$24,036.46. However, the cost for a new generator of sufficient capacity for Fire Station 1 is \$63,280.63. Staff recommends replacement of the generator at Fire Station 1 with a new generator instead of reconfiguring the cabling on a 20-year-old portable generator.

The generator at Fire Station 2 has failed and is now out of service. Seco quoted the cost to replace this generator at \$74,134.48. Based on the original project budget of \$150,000, the costs for replacement of the generator at Fire Station 2 can be accommodated without appropriating additional funds.

Costs for this type of equipment are anticipated to increase due to expected tariffs. Seco is willing to guarantee pricing through April 5 while other vendors are currently holding pricing for one week. There is the possibility of increased costs to the City should the replacements be put out to bid, with no guarantee vendors could hold pricing long enough to complete the standard purchasing and award process. In an effort to get the best value for the City, staff is requesting the approval of a sole source purchase of the two generators from Seco for a total of \$137,415.11 with a construction contingency of \$11,848.56, for a total amount of \$149,263.56. City Municipal Code 3.08.070 allows the purchase of equipment without being put out to bid if it can only be obtained from a sole distributor or manufacturer within the time frame that reasonably meets the needs of the City.

Fiscal Impact Summary:**Fiscal Impact:**

The total cost for this project amounts to \$149,263.56. This cost consists of the construction amount of \$137,415.11 with Seco and a contingency in the amount of \$11,848.45. A total of \$150,000 was budgeted in the FY 2024-2025 CIP budget for the replacement of the generator at Fire Station 1. If approved, staff will utilize the remaining budgeted funds of \$149,263.56 for replacement of the generators at both fire stations. As such, sufficient funding exists for the recommended actions.

Attachments

[PSA Packet - SECO - Revised.pdf](#)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
SECO ELECTRIC & LIGHTING INC**

THIS AGREEMENT is made and entered into this 1th day of April, 2025 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and SECO Electric & Lighting Inc, a California corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for the purchase and installation of generators for the Placentia Fire Stations, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Forty-Nine, Two Hundred Sixty-Three Dollars and Fifty-Six Cents (\$149,263.56), unless authorized herein.

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 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is \$40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$40,000.00.

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

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

3.0. TIME OF PERFORMANCE

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

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on April 01, 2026, 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. Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, 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. 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.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, 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 "C" and incorporated herein by this reference.

5.4. 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:

SECO Electric & Lighting Inc
18962 Montecito Drive
Yorba Linda, CA, 92886
Tel: (714) 348-5620

Attn: Demetri Canseco

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: (714) 993-8212

Attn: Samantha Byfield

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 protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits, or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers 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, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. 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 7920.000 *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 7924.510, 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. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

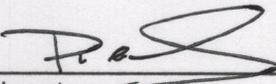
Thomas R. Hatch, Interim City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT:



Signature

Date: 03/26/25

ROBERT SECO, LEO

Name and Title

33-076-0035

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Samantha Byfield, Public Works Manager

Date: _____

DEPARTMENTAL APPROVAL:

Christopher Tanio, Director of Public Works/City Engineer

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

ESTIMATE

**SECO ELECTRIC AND LIGHTING,
INC.**
18962 Montecito Dr
Yorba Linda, CA 92886

Secoelectricandlighting@gmail.com
(714)348-5620

THE CITY OF PLACENTIA

Bill to
CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA, CA 92870

Ship to
CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA, CA 92870

Estimate details

Estimate no.: 2592
Estimate date: 09/26/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			<p>Estimate of cost for the following:</p> <ol style="list-style-type: none">1. Remove existing generator and transfer switch at Fire Station 1. Disconnect electrical and un bolt units from concrete pad and wall. Crane to used to lift existing units and prep for disposal.2. Install new Generac RA03022ADAE 30KW D2, 2L G22 TA 120/240 1PH 50 GA Generator, Diesel powered Series. (Note: City of Placentia to confirm model# and specs prior to placing the order)3. Install new Generac RXSW150A3 Item# 1272054 RXS TRANSFER SWITCH SE RA150A (Note: City of Placentia to confirm model# and specs prior to placing the order) <p>Note:</p> <ol style="list-style-type: none">1. Work to be done during business hours 7-4pm M-F.2. Power must be shut down for approx. 8-10 hours3. Existing concrete pad is not large enough for the new unit. City of Placentia will need to find a concrete company to pour a new pad.			

2.	402	GENERAC RA03022ADAE 30KW D2,2L G22 TA 120/240 i PH 50 GAL	1	\$38,972.29	\$38,972.29
3.	402	GENERAC RXSW150A3 RXS TRANSFER SWITCH SE RA150A	1	\$1,548.98	\$1,548.98
4.	CRANE SERVICE	CRANE SERVICE	1	\$2,770.00	\$2,770.00
5.	Services	DISPOSAL		\$1,500.00	\$1,500.00
6.	402	MISC/WIRE/CONNECTORS,STRAPS/ ANCHORS		\$500.00	\$500.00
7.	Labor	Labor			\$14,400.00

Subtotal \$59,691.27

Sales tax \$3,589.36

Total \$63,280.63

Note to customer

ESTIMATE OF COST FOR THE FOLLOWING WORK AS DESCRIBED.

Accepted date

Accepted by

ESTIMATE

**SECO ELECTRIC AND LIGHTING,
INC.**

18962 Montecito Dr
Yorba Linda, CA 92886

Secoelectricandlighting@gmail.com
(714)348-5620

THE CITY OF PLACENTIA

Bill to

CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA, CA 92870
Re: Fire Station 2

Ship to

CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA, CA 92870

Estimate details

Estimate no.: 2644

Estimate date: 03/05/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Fire Station 2 Disconnect existing generator and transfer switch. Install new Generac 50KW 120/240v single phase, diesel 132 gallon tank with 200A 120/240v transfer switch. Disconnect wire conduit from existing generator Add new outdoor j box for new power and control wires Add new ground rod and ground new generator Install temp power at main meter area to fire station while removing and installing new transfer switch Reinstate the temp power back on the new transfer switch Add new sealtite flex connections for the power and control wiring Make new connections to the new generator and transfer switch Install new (3) 3/O wires and #6 ground wire from the new J-box to the new generator Be there when the start up is performed Provide scissor lift to install new wire and conduit Work to be performed during normal business hours M-F 7am-4pm			

2.	402	50Kw Generac diesel generator 120/240V single phase 132 gallon tank w/ transfer switch	1	\$46,849.00	\$46,849.00
3.	402	Material	1	\$3,785.00	\$3,785.00
4.	CRANE SERVICE	CRANE SERVICE	1	\$2,770.00	\$2,770.00
5.	Services	Flat bed haul away and disposal	1	\$1,500.00	\$1,500.00
6.	Labor	Labor		\$14,800.00	\$14,800.00

Subtotal \$69,704.00

Sales tax \$4,430.48

Total \$74,134.48

Note to customer

ESTIMATE OF COST FOR THE FOLLOWING WORK AS DESCRIBED.

Accepted date

Accepted by

EXHIBIT B
INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage form CA 00 01, with a policy limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) 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, officials, 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.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.
3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.
4. 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.

- 5. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
6. 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.
7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.
8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.
9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2025

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

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

PRODUCER Omega Pacific Insurance Solutions 1016 12th Street Modesto CA 95354	CONTACT NAME: Renee Rantz PHONE (A/C No. Ext): 209-338-5500 E-MAIL ADDRESS: certificates@trustomega.com	FAX (A/C, No): 209-338-5507
	INSURER(S) AFFORDING COVERAGE	
License#: 0F74463 SECOELE-01	INSURER A: U.S. Specialty Insurance Company	29599
INSURED Seco Electric & Lighting, Inc 317 Catalpa Ave Brea CA 92821	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 938578914

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	U24AC112082-05	3/30/2024	3/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

The City of Placentia
 401 E Chapman Ave
 Placentia CA 92870
 USA

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

AUTHORIZED REPRESENTATIVE

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Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Samantha Byfield

From: Public Works

Subject:

Adoption of Resolution No. R-2025-07, Delegating Authority to the City Administrator and/or Their Designee to Record Notices of Completion for Public Works Projects

Financial Impact:

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Summary:

A Notice of Completion (NOC) is a legal document filed by the City to officially indicate when construction on a public works project has been completed. The NOC is recorded at an Orange County Clerk Recorder's Office after construction work is accepted as complete by the Director of Public Works/City Engineer and accepted by the City Council at a regularly scheduled City Council meeting. The current procedure is that when a project has completed construction, staff schedules it to be accepted at the next City Council meeting under an NOC. This process takes at least two weeks for it to be on the next Council meeting's agenda, however, California Civil Code Section 9204 requires that an NOC be recorded within 15 days of project completion. This means that by the time the project is complete and the item is on the next Council meeting's agenda, it has already passed the timeframe when an NOC was supposed to be recorded at the Orange County Clerk Recorder's Office. Timely filing of the NOC helps limit the City's liability exposure related to payment claims from subcontractors, laborers and suppliers. In order to meet legally required filing deadlines, staff recommends that the City Council adopt a resolution authorizing the City Administrator to record notices of completion.

Recommendation:

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

1. Adopt Resolution No. R-2025-07, authorizing the City Administrator or their designee to record notices of completion.

Strategic Plan Statement:

This item is consistent with the City Council approved Five Year Strategic Goal, number 8, to improve City governance, under Objective 8.1 which is to update all rules, policies and procedures to be consistent with Memorandums of Understanding and State/Federal regulations.

Discussion:

An NOC is a legal document filed by the City to officially indicate when construction on a public works project has been completed. The NOC is recorded at an Orange County Clerk Recorder's Office after construction work is accepted by the Director of Public Works/City Engineer and accepted by the City Council at a regularly scheduled City Council meeting.

In accordance with Section 9204 of the California Civil Code, the City must record an NOC within 15 days of project completion. Timely filing of the NOC helps limit the City's liability exposure related to payment claims from subcontractors, laborers and suppliers. Currently, City Council meetings occur twice a month, which can result in delays in recording NOCs. These delays may hinder compliance with statutory requirements and increase the City's risk of legal and financial exposure.

Subcontractors, laborers, and suppliers, among others, on a public works project may serve the City with a stop payment notice to ensure that they are paid in full for their work. If such stop payment notices are timely filed, the City has a duty to withhold sufficient money from the general contractor in order to pay the claim and any reasonable costs of litigation. To be effective and under California Civil Code 9356, stop payment notices must be served on the City either within 30 days after the City records a timely NOC, or if an NOC is not filed, within 90 days after cessation or project completion. For the purposes of recording an NOC, a public works project is deemed complete at the earlier of when the project is accepted by a public entity, or where work ceases for a continuous period of 60 days. Therefore, it is in the best interest of the City to record NOCs on public works projects expeditiously in order to limit the City's exposure to any liabilities.

To be effective, the City must record the NOC within 15 days after completion of the public works project. Accordingly, delegating authority to the City Administrator to record NOCs will help ensure that such notices are recorded promptly. The resolution would authorize the City Administrator to record NOCs upon the Director of Public Works/City Engineer's acceptance of the construction work as complete. If the resolution is adopted, NOCs will not need to be approved by the City Council at a regular meeting. Instead, the City Administrator and/or their designee would be able to record the NOC immediately after the acceptance of construction work to limit City exposure to liabilities.

Fiscal Impact Summary:Fiscal Impact:

There is no fiscal impact related to approving the recommended action.

Attachments

[Attachment_1_-_Resolution_for_Issuance_of_Notice_of_Completion.docx](#)

RESOLUTION NO. R-2025-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA DELEGATING AUTHORITY TO
THE CITY ADMINISTRATOR TO RECORD NOTICES OF
COMPLETION FOR PUBLIC WORKS PROJECTS
PURSUANT TO CIVIL CODE§ 9204**

A. Recitals

WHEREAS, Under California law, subcontractors, laborers, and suppliers, among others, on a public works project may serve the City of Placentia ("City") with a stop payment notice to ensure that they are paid in full for their completed work. If such stop payment notices are timely filed, the City has a duty to withhold sufficient money from the general contractor in order to pay the claim and any reasonable cost of litigation;and

WHEREAS, To be effective, stop payment notices must be served on the City either within thirty (30) days after the City records a timely notice of completion or, if a notice of completion is not filed, within ninety (90) days after cessation or project completion; and

WHEREAS, For the purposes of recording a notice of completion, a public works project is deemed complete at the earliest of either when the project is accepted by a public entity or work ceases for a continuous period of sixty (60) days; and

WHEREAS, Further, it is in the public interest for the City to make final payments on public works projects and record notices of completion as expeditiously as is practical in order to honor its contractual obligations to the general contractor and limit the City's exposure to any additional liabilities; and

WHEREAS, To be effective, the City must record a notice of completion on or within fifteen (15) days after the completion of the public works project; and

WHEREAS, Accordingly, delegating authority to the City Administrator and/or his/her designee to record a notice of completion will help ensure that such notices are recorded promptly and avoid unnecessary delays.

B. Resolution

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

1. The City Council of the City of Placentia, does hereby authorized the City Administrator and/or his/her designee to record Notices of Completion upon the City Engineer's acceptance of the work, in a form approved by the City Attorney, pursuant to Civil Code § 9204.

2. This resolution will become effective immediately upon adoption.

APPROVED and ADOPTED this April 1st of 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 1st of April 2025 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



Agenda Item No: 1.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Madelinne Villapando

From: Community Services

Subject:

Public Works Agreement with Chapman Coast Roof Co., Inc. for Award of RFP for Roof Replacement for Tynes Gym

Financial Impact:

Fiscal Impact:

Expense: \$150,000 Park Impact Fees

Contingency 10%: 15,000 Park Impact Fees

Total Project Budget: \$165,000 Park Impact Fees

Summary:

Tynes Gym is located at Tuffree Hills Park and is utilized by sports user groups year-round in addition to the City's Placentia Youth Basketball and Open Gym programs. In recent years, Tynes Gym has had numerous roof leaks in various parts of the building. These roof leaks have damaged the roof, ceiling tiles, and stained walls within the building and on the outside of the facility. As a high-use facility that brings in annual revenue to the City of Placentia, the full replacement of the roof is vital for ongoing programming.

In order to extend the life of the roof to better fit programming and financially benefit the City, a full roof replacement is recommended. The roof replacement would come with a 30-year warranty and can be completed with the funds provided by the Park Impact Fund.

Recommendation:

Recommendation:

It is recommended that City Council take the following actions:

1. Approve the Public Works Agreement with Chapman Coast Roof Co., Inc. for the Award of the RFP for Roof Replacement for Tynes Gym for a not-to-exceed amount of \$165,000; and
2. Authorize the Interim City Administrator to approve a 10% contingency for contract change orders not-to-exceed the amount of \$15,000; and
3. Approve Resolution No. R-2025-11, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with the City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the Strategic Plan Goal 4 to replace roof of Tynes Gym that would increase community engagement. This project meets this goal by providing a new roof that no longer leaks which will increase the sports user groups and/or community members that rent the facility.

Discussion:

The City of Placentia released a Request for Proposals (RFP) for Roof Replacement for Tynes Gym. The RFP was released on Thursday, December 19, 2024, the City received thirteen (13) bid responses. The bidders were asked to provide the cost for both the restoration and replacement of the gym roof to allow the City to decide how to proceed.

Due to the age and structure of the building, the roof restoration was determined to be more expensive than to do a full roof replacement on the facility. The City has decided to move forward with the lowest responsible bidder Chapman Coast Roof Co., Inc. to complete the project.

Bidders:	Cost for Roof Replacement:	Cost for Roof Restoration:
C.I. Services, Inc.	Withdrew Bid	Withdrew Bid
Chapman Coast Roof, Co., Inc.	\$150,000	\$239,885
Best Contracting Services, Inc.	\$188,325	\$228,485
Bishop	\$188,948	\$237,345
Rite-way Roof Corporation	\$188,856	\$238,787
ACCI Roofing Services	\$211,690	\$221,690
AME Builders Inc.	\$206,500	\$228,600
Commercial Roofing Systems, Inc.	\$233,304	\$247,312
Southland Roofing Inc.	\$244,132	\$249,154
Boyces Roofing	\$219,670	\$274,264
Courtney Inc - Roofing	\$230,000	\$264,000
Chambers Inc. dba Roof Construction	\$230,775	\$280,250
Danny Letner, Inc.	\$271,500	\$327,900

We have confirmed with the City's ADA Consultant and our roofing expert that there will be no structural changes to the building. Since there will be no structural changes to the facility, no ADA improvements need to be completed to the facility or surrounding facility entries.

Fiscal Impact Summary:

The proposed Grant agreement and Resolution No. R-2025-11 for the Tynes Gym Roof Replacement will require a budget amendment to be made to reflect the project expenditure in Fiscal Year 2024-2025 Park Impact Fees fund. The following table summarizes the costs associated with the award of this contract:

Construction Contract Amount:	\$150,000
Construction 10% Contingency Amount:	\$15,000
Total Project Cost:	\$165,000

Attachments

[Public Works Agreement with Chapman Coast Roof - Signed.pdf](#)

[Scope of Work.pdf](#)

[Budget Amendment Resolution- Tynes Roof Replacement FY 24-25.pdf](#)

CS-24-06

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
FY 2024-2025 TYNES GYM ROOF REPLACEMENT, CS-24-06**

THIS AGREEMENT (herein "Agreement") is made and entered into this 1ST day of April, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Chapman Coast Roof Co., Inc. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of complete roof replacement of Tynes Gym as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean Chapman Coast Roof Co., Inc. a (California corporation, partnership, individual) located at 2030 East Walnut Avenue, Fullerton, CA 92831.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

2.6 **Standard of Performance.** Contractor, its subcontractors, and their employees, in the performance of Contractor's work under this Agreement, shall be responsible for exercising the

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degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved

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

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Sixty Five Thousand Dollars and 40/100 (\$ 165,000 (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than April 1, 2026, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Chapman Coast Roof Co., Inc.
Attn: Julio Trejo Gonzalez
2030 East Walnut Avenue.
Fullerton, CA 92831

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

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

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and

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generally recognized as inherent in work of the character provided for in the contract.

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

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

Conditions:

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

The City of Placentia, its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies

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the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.
- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the

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City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *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 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

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limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

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

To Contractor: Chapman Coast Roof Co., Inc.
2030 East Walnut Avenue
Fullerton, CA 92831
Attn: Julio Trejo Gonzalez

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

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

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this

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Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

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

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

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

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

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contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances, and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Kevin Kirwin, Mayor

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

Julio Gonzalez

Signature

Date: 3/24/2025

Julio Gonzalez

Julio Trejo Gonzalez, President

TAX-ID 26-3735422

Social Security or Taxpayer ID Number

Christian L. Bettenhausen, City Attorney

Date: _____

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APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Madelinne Villapando, Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Lydie Gutfeld, Director of Community Services

Date: _____

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$...), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes No Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE
TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

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

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

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

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

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true.
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c. That such bid or proposal is genuine and not collusive or sham.
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement.
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

EXHIBIT A
SCOPE OF SERVICES

CITY OF PLACENTIA

401 E Chapman Avenue Placentia, CA 92870

Project:

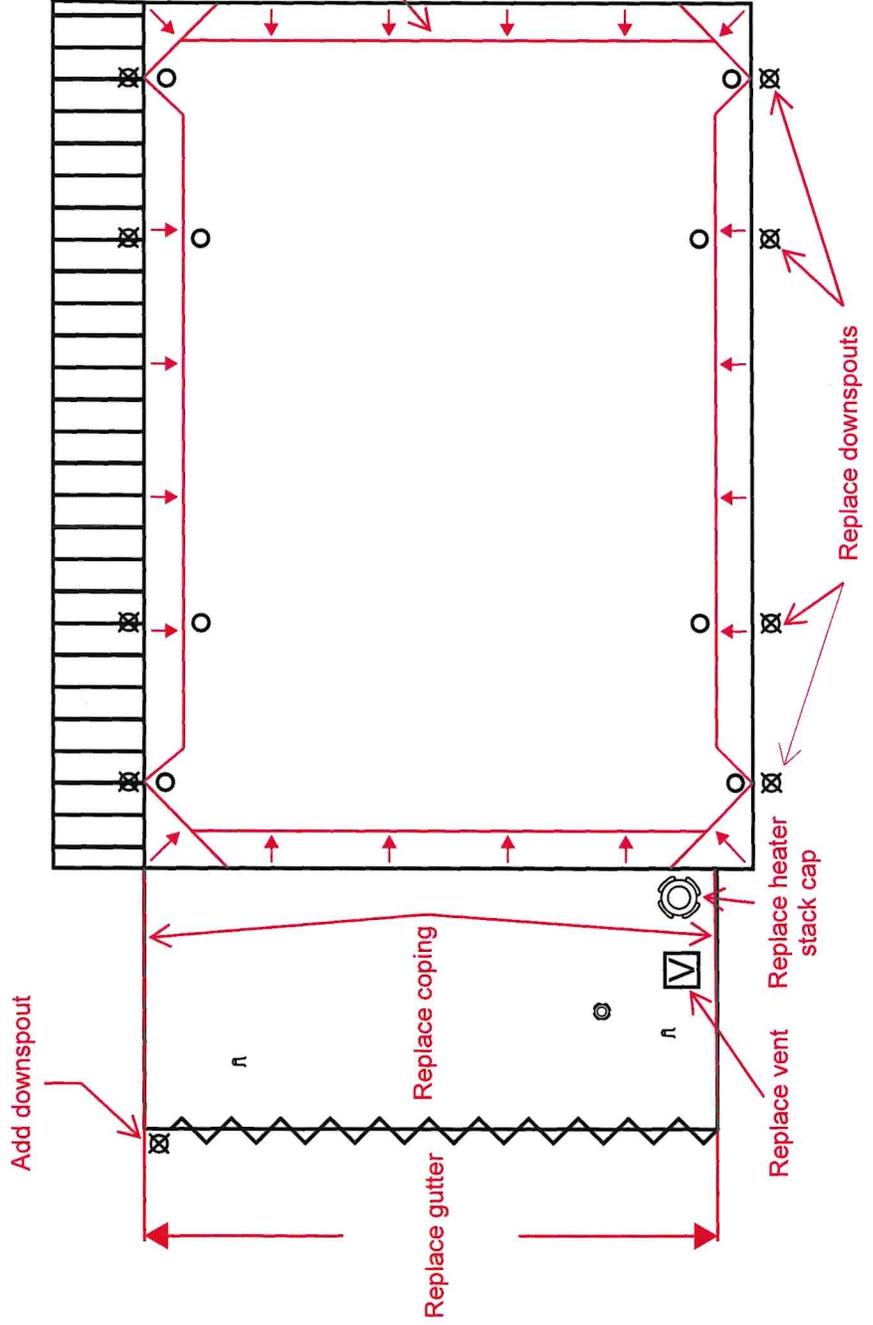
TYNES GYM RE-ROOF PROJECT

Address:

2101 Tuffree Blvd, Placentia, CA 92870

Summary of Scope of Work:

- Tear off existing roof and components down to deck
- Install gypsum cover board
- Add crickets around edge to reduce ponding
- Mechanically fasten a KEE 60 mil membrane to deck
- Install new coping on parapet walls
- Restore roof drains with liquid applied flashing system
- Replace edge metal over both roof sections
- Replace gutter and add a gutter screen over the lower roof section
- Replace downspouts at all identified locations and add an additional downspout over the lower roof section
- Replace heater stack cap, vent, and counterflashing on lower roof



Add crickets around edge and at corners



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 070150 Preparation For Re-Roofing

SECTION 070150 - PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Roof tear-off.
 2. Temporary roofing membrane.
 3. Temporary roof drainage.

1.2 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Existing Membrane Roofing System: Roofing system identified above, including roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.
- C. Roof Tear-Off: Removal of existing membrane roofing system from deck.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.
- F. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- G. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- H. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's resistance to fire and wind.

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1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer
- B. Digital Images or Videos: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Re-Roofing Preparation Activities: Indicate the following:
 - 1. Detailed sequence of re-roofing preparation work, with starting and ending dates for each activity. Ensure occupants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Reroofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
 - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for existing roofing system that is to remain during and after installation.
 - c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - d. Existing deck removal procedures and Owner notifications.
 - e. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
 - f. Structural loading limitations of deck during reroofing.

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- g. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
- h. Existing conditions that may require notification of Owner before proceeding.

1.7 PROJECT CONDITIONS

- A. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- C. Limit construction loads on roof to rooftop equipment wheel loads and uniformly distributed loads not exceeding recommendations of Contractor's professional engineer based upon site inspection and analysis.
- D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
- E. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

2.2 TEMPORARY ROOF DRAINAGE

- A. Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

PART 3 - EXECUTION

3.1 PREPARATION, GENERAL

- A. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.
 - 1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 2. Remove debris from building roof by chute, hoist, or other device that will convey debris to grade level.
- B. Air Intake Shutdown: Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- C. Temporary Weather Protection: During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

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3.2 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Roof Tear-Off:
 - 1. Remove existing roof system and other roofing system components and flashings down to the decking.
 - 2. Remove obsolete equipment and conduit identified by Owner.
 - 3. Remove existing gutter system.
 - 4. Remove downspouts associated with gutters and drains.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of membrane roofing system.
- B. Verify that deck is sound and dry.
- C. If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify Owner. Do not proceed with installation until directed by Owner.
- D. Unsuitable Deck: If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Owner. Do not proceed with installation until directed by Owner.

3.4 TEMPORARY ROOFING MEMBRANE

- A. Install approved temporary roofing membrane over area to be reroofed.
- B. Remove temporary roofing membrane before installing new roofing membrane.

3.5 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by preparation for re-roofing operations. Return adjacent areas to condition existing before operations began.

END OF SECTION 070150

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SECTION 075416 - KETONE ETHYLENE ESTER (KEE) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanically-fastened thermoplastic KEE roofing system on wood deck, including:
2. Substrate board.
3. New coping, gutters, and downspouts.

B. Related Sections:

1. Division 07 Section "Preparation for Re-Roofing".

1.2 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review drawings and specifications.
3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
6. Review structural loading limitations of roof deck during and after roofing.
7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

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1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Sustainable Design Submittals:
 - 1. Product Test Reports for Solar Reflectance: For roof materials, indicating that roof materials comply with Solar Reflectance Index requirement.
- C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Base flashings and membrane terminations.
 - a. Indicate details meet requirements of NRCA required by this Section.
- D. Samples for Verification: For the following products:
 - 1. Sheet roofing.
 - 2. Metal color charts for sheet metal trim.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Product Certificate: Submit certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
- B. Qualification Data: For Installer, Manufacturer and Roofing Inspector.
 - 1. Include letter from Manufacturer written for this Project indicating approval of Installer.
- C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of compliance with performance requirements.
 - a. Include: UL listing certificate.
 - 2. Product Compatibility: Indicate manufacturer has verified compatibility of roofing system components, including but not limited to: Roofing membrane, flashing sheets, adhesives, and sealants.
- D. Warranties: Unexecuted sample copies of special warranties.
- E. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.
 - 1. Submit reports within 48 hours after inspection.

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1.6 CLOSEOUT SUBMITTALS

- A. Executed copies of warranties.
- B. Maintenance Data: To include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Owner, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section, UL listed for roofing systems comparable to that specified for this Project, with minimum five years' experience in manufacture of thermoplastic roof membrane products in successful use in similar applications.

1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:

- a. Product data, including certified independent test data indicating compliance with requirements.
- b. Samples of each component.
- c. Sample submittal from similar project.
- d. Project references: Minimum of five installations of specified products not less than five years old, with Owner and Architect contact information.
- e. UL listing.
- f. Nemo wind uplift report.
- g. Sample warranty.
- h. Sample daily inspection report.

2. Substitutions following award of contract are not allowed.

3. Approved manufacturers must meet separate requirements of Submittals Article.

C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:

- 1. An authorized full-time technical employee of the manufacturer.
- 2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.

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- D. Manufacturer's Installation Instructions: Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT / FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
 - 3. Remove temporary plugs from roof drains at end of each day.
 - 4. Remove and discard temporary seals before beginning work on adjoining roofing.

1.10 WARRANTY

- A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
 - 1. Form of Warranty: Manufacturer's standard warranty form.
 - 2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.

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3. Warranty Period: 30 years from date of completion.
- B. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
1. Inspections to occur in following years: 2, 5, 10, 15, 20, and 25 following completion.
- C. Installer Warranty: Installer's warranty signed by Installer, as follows.
1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.
 2. Scope of Warranty: Work of this Section.
 3. Warranty Period: 2 years from date of completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Incorporated. Provide specified products or pre-approved equivalent products.
- B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
 1. Accelerated Weathering: Roofing system shall withstand 10,000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746/D3746M, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Flashings and Fastening: Provide base flashings, perimeter flashings, detail flashings and component materials and installation techniques that comply with requirements and recommendations of the following:
 1. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.
 2. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.
- C. Exterior Fire-Test Exposure: ASTM E108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

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- D. Energy Performance: Roofing system shall have an initial solar reflectance index of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.

2.3 MATERIALS, GENERAL

- A. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

2.4 THERMOPLASTIC MEMBRANE MATERIALS

- A. KEE Roof Membrane:

1. Thermoplastic Ketone Ethylene Ester (KEE) coated polyester fabric-reinforced sheet, ASTM D6754.
 - a. Breaking Strength, minimum, ASTM D751: Machine direction, 500 lbf (87 kN/m); Cross machine direction, 400 lbf (70 kN/m).
 - b. Tear Strength, minimum, ASTM D751: Machine direction, 125 lbf (21 kN/m); Cross machine direction, 145 lbf (25 kN/m).
 - c. Elongation at Break, ASTM D751: 20 percent.
 - d. Dynamic Impact/Puncture Resistance, ASTM D5635: Pass.
 - e. Minimum Membrane Thickness, nominal, less backing, ASTM D751: 60 mils (1.5 mm).
 - f. Thickness over fiber, optical method: 0.014 inches.
 - g. Accelerated Weathering, ASTM G155 and ASTM G154: Not greater than 5,000 hr., no cracking or crazing.
 - h. Abrasion Resistance, ASTM D3389: Not greater than 2,000 cycles, H-18 wheel, 1,000 g load.
 - i. Color: White.
 - j. Solar Reflectance Index (SRI), ASTM E1980: 110 (White, initial), 86 (White, 3-yr aged).

- B. Sheet Flashing: Manufacturer's standard, smooth-backed, sheet flashing of same material, type, reinforcement, thickness and color as KEE roof membrane.

2.5 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Flashing Membrane Adhesive:

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1. Bonding adhesive, solvent based fast drying, VOC-compliant, for bonding KEE smooth-backed single ply membranes and flashings to substrates.
 - a. VOC, maximum, ASTM D 3960: 200 g/L.
- C. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.
- D. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, prepunched.
- E. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.
- F. Acrylic Mastic:
 1. Seam Sealer and Patching Sealer: Acrylic elastomeric sealer, single-component, high solids, low-VOC, formulated for compatibility and use with specified roofing and wall substrates.
 - a. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 50 g/L.
 - b. Tensile Strength, minimum, ASTM D412: 450 psi (3100 kPa).
 - c. Hardness, Shore A: 45.
 - d. Elongation, minimum, ASTM D412: 300 percent.
 - e. Impact Resistance, minimum: 160 in/lb (18 kN/m).
- G. Metal Coating: ASTM D 6083, solar-reflective acrylic elastomer emulsion coating.
- H. Joint Sealant: Elastomeric joint sealant compatible with roofing materials, with movement capability appropriate for application.
 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
 - a. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.
 - b. Hardness, Shore A, ASTM C661: 40.
 - c. Adhesion to Concrete, ASTM C794: 35 pli.
 - d. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
 - e. Color: White.
- I. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- J. Miscellaneous Accessories: Provide pourable sealers, clad metal, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

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2.6 METAL FLASHINGS

A. Metal Flashings:

1. Edge metal: Clad metal.
 - a. 22-gauge galvanized steel cleat.
2. T-Tops: 22-gauge galvanized steel.
 - a. 8" high with sides and insect screens.
3. Counterflashing: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 50 (Class AZM150 coating designation, Grade 340) prepainted by the coil-coating process to comply with ASTM A 755/A 755M; structural quality.
 - a. Thickness: 0.0236-inch/24 ga.(0.60-mm) minimum thickness.
 - b. Wind clips.
 - c. Color to be selected by Owner.

B. Coping Metal: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 50 (Class AZM150 coating designation, Grade 340) prepainted by the coil-coating process to comply with ASTM A 755/A 755M; structural quality.

1. Thickness: 0.0236-inch/24 ga.(0.60-mm) minimum thickness.
2. 22-gauge galvanized cleat.
3. Color to be selected by Owner.

C. Gutter Metal: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 50 (Class AZM150 coating designation, Grade 340) prepainted by the coil-coating process to comply with ASTM A 755/A 755M; structural quality.

1. Thickness: 0.0236-inch/24 ga.(0.60-mm) minimum thickness.
2. 16-gauge galvanized straps.
3. Include removable aluminum gutter screens.
4. Color to be selected by Owner.

D. Downspouts:

1. 16-gauge 4" round galvanized steel. Paint to match wall with customer approved primer and paint.
2. Secure to wall every 60".

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2.7 SUBSTRATE BOARDS

- A. Gypsum panel, glass-mat-faced, ASTM C1177/C1177M.
 - 1. Thickness: 1/2 inch (12 mm).
- B. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.

2.8 ROOF INSULATION MATERIALS

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from insulation manufacturer's standard sizes, suitable for application, and of thicknesses indicated.
 - 1. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated, not less than two times the roof slope.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Wood Roof Deck: Verify that deck is sound and dry and securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's written instructions and approved details.

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- B. NRCA Installation Details: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements.

3.4 SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Fasten substrate board to deck to resist uplift pressure at corners, perimeter, and field of roof according to membrane roofing system manufacturers' written instructions.
- B. Tapered Crickets: Install tapered crickets along the perimeter of the upper roof section.

3.5 MECHANICALLY FASTENED MEMBRANE ROOFING INSTALLATION

- A. Mechanically fasten membrane roofing over area to receive roofing and install according to roofing system manufacturer's written instructions.
- B. Start installation of membrane roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Mechanically fasten or adhere membrane roofing securely at terminations, penetrations, and perimeter of roofing.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- F. In-Seam Attachment: Secure one edge of membrane sheet using fastening plates or metal battens centered within membrane seam and mechanically fasten membrane sheet to roof deck.
- G. Metal Stress Plate Installation:
 - 1. Locate plates in grid pattern in accordance with membrane manufacturer's instructions.
 - 2. Install plates in straight rows in the specified number and spacing to achieve the required wind uplift resistance in the main field, edges and corners of the roof.
 - 3. Install plates and separation pads using fasteners that comply with the specified applicable building code wind uplift rating and the fastener and membrane manufacturer's requirements. Ensure that all fasteners are properly driven normal to the surface of the sub-structure. Do not over-drive fasteners; plates that are recessed into and/or not flush with the surface of the insulation are not acceptable.
- H. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

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3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

3.6 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Seal all vent seams, metal trim seams, and fasteners with acrylic sealer and polyester reinforcement. Coat metal trim piece and vents with metal coating at a rate of 3 gallons per square. Remove prior repairs, prepare, and prime surfaces prior to coating application. Extend coating at metal trim piece up wall 8". Paint over coating on stucco and metal trim with paint matching the wall.
- F. Edge Metal:
 1. Install new edge metal with fascia 1" longer than the existing edge metal.
 2. Install a continuous cleat secured at 6" oc.
 3. Secure edge metal every 4" with approved fasteners.
 4. Repair stucco at two locations prior to edge metal installation.
- G. Install new counterflashing and wind clips at all existing locations.
- H. Coping:
 1. Install 40 mil high temperature self-adhering membrane over top of wall where the base flashing does not extend over the wall.
 2. Install new 22-gauge, galvanized steel continuous cleat fastened with galvanized steel roofing nails that penetrate wood nailer a minimum of 1". Secure at 6" oc.
 3. Install new 24-gauge, prefinished coping.
 - a. Extend fascia 1" longer than the existing coping.
 4. Hook coping to continuous cleat and fasten interior portion of coping with galvanized steel hex head screws with neoprene washers. Secure at 18" oc.
- I. Roof Drains:
 1. Install new cast iron drain rings, drain bolts, and cast iron drain screens.
 2. Grind drain bowls down to bare metal.

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3. Install liquid applied system through drain bowl.
- J. Install new heater stack caps, metal flashing, and counterflashings at all existing locations.
- K. Gutters:
1. Install new gutters at identified locations. Attach with internal straps at 18" oc.
 2. Install new outlet drops.
 3. Install continuous aluminum gutter screens over all new gutter systems.
- L. Downspouts:
1. Install new downspouts at all identified locations.
 2. Secure to wall with brackets every 60 inches.
 3. Provide outlets directing water away from the building.
 4. Paint all downspouts over the building with customer approved primer and paint.

3.7 WALKWAY INSTALLATION

- A. Install walkways surrounding and connecting all serviceable equipment. Heat weld walkways to the roof system.
- B. Install rubber blocks to support all conduit. Include a block every 8' and additional blocks at changes in direction and where needed for proper support. Use block manufacturer's risers for high conduit.
1. Set rubber blocks on oversized single ply walkpad sections.
 2. Use redwood blocks at rigid conduit locations where rubber blocks will not fit. Set wood blocks on single ply walkpad sections.

3.8 FIELD QUALITY CONTROL

- A. Roofing Inspector: Contractor shall engage a qualified roofing inspector to perform roof tests and inspections and to prepare test reports.
1. Engage a qualified roofing inspector for a minimum of three full-time days on site, per 40-hour crew week, to perform roof tests and inspections and to prepare start up, interim, and final reports. Roofing Inspector's quality assurance inspections shall comply with applicable criteria established in NRCA's "Quality Control and Quality-assurance Guidelines for the Application of Membrane Roofing Systems."
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

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- D. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

- A. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- B. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075416

EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: \$2,000,000.00 per occurrence; \$4,000,000.00 general aggregate; \$4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors’ warranty or other similar language which eliminates or restricts insurance because of a subcontractor’s failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
 1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed certificate of insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

2. Business Automobile Liability Insurance

- Minimum Limit: \$2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
 1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
 2. Properly completed certificate of insurance.

3. Workers’ Compensation & Employer’s Liability Insurance

- Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer’s liability with limits of \$1,000,000.00 per accident; \$1,000,000.00 disease per employee; \$1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer’s right to subrogate against City.
- Required evidence of coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed certificate of insurance.

4. Contractor’s Pollution Liability Insurance

- Minimum Limits: \$2,000,000.00 per pollution incident; \$2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
 1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
 3. Properly completed certificate of insurance.

5. Surety Bonds

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

6. Standards for Insurance Companies

- All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The certificate of insurance shall include the following reference: [_____]
2. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.
3. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
4. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional insured on insurance required from subcontractors.

5. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
6. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.
7. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.
8. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.
9. Current evidence of coverage shall be provided for the entire required period of insurance.
10. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

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Policy No: 6012547718

Effective Date: 04/01/2024

Insured Name: Chapman Coast Roof Co. Inc.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Summary of Scope of Work:

- Tear off existing roof and components down to deck
- Install gypsum cover board
- Add crickets around edge to reduce ponding
- Mechanically fasten a KEE 60 mil membrane to deck
- Install new coping on parapet walls
- Restore roof drains with liquid applied flashing system
- Replace edge metal over both roof sections
- Replace gutter and add a gutter screen over the lower roof section
- Replace downspouts at all identified locations and add an additional downspout over the lower roof section
- Replace heater stack cap, vent, and counterflashing on lower roof

CITY OF PLACENTIA

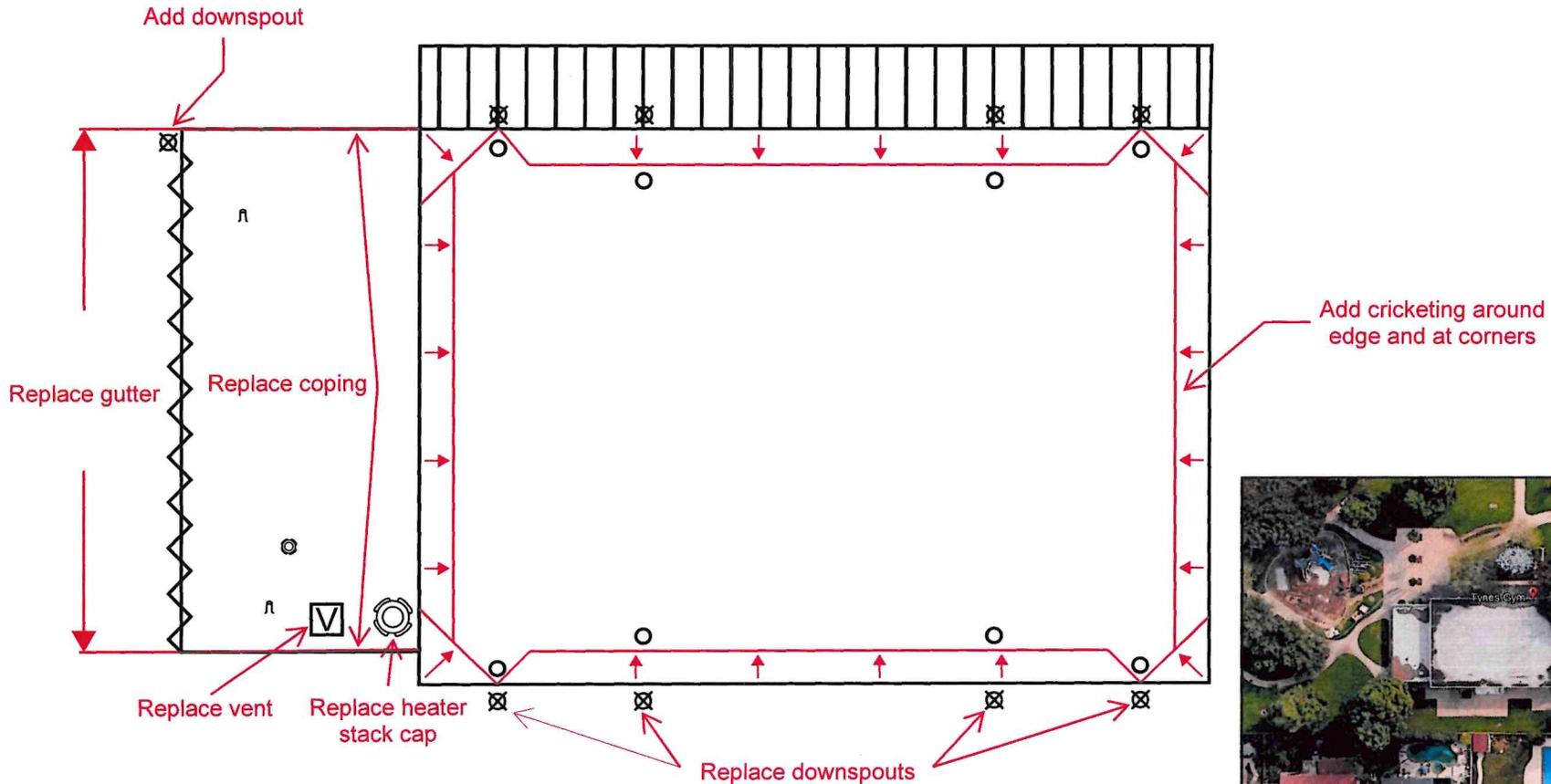
401 E Chapman Avenue Placentia, CA 92870

Project:

TYNES GYM RE-ROOF PROJECT

Address:

2101 Tuffree Blvd, Placentia, CA 92870



City of Placentia
Tynes Gym
070150 Preparation For Re-Roofing

SECTION 070150 - PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Roof tear-off.
 - 2. Temporary roofing membrane.
 - 3. Temporary roof drainage.

1.2 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Existing Membrane Roofing System: Roofing system identified above, including roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.
- C. Roof Tear-Off: Removal of existing membrane roofing system from deck.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.
- F. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- G. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- H. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's resistance to fire and wind.

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1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer
- B. Digital Images or Videos: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Re-Roofing Preparation Activities: Indicate the following:
 - 1. Detailed sequence of re-roofing preparation work, with starting and ending dates for each activity. Ensure occupants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Reroofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
 - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for existing roofing system that is to remain during and after installation.
 - c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - d. Existing deck removal procedures and Owner notifications.
 - e. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
 - f. Structural loading limitations of deck during reroofing.

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 070150 Preparation For Re-Roofing

- g. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
- h. Existing conditions that may require notification of Owner before proceeding.

1.7 PROJECT CONDITIONS

- A. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- C. Limit construction loads on roof to rooftop equipment wheel loads and uniformly distributed loads not exceeding recommendations of Contractor's professional engineer based upon site inspection and analysis.
- D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
- E. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

2.2 TEMPORARY ROOF DRAINAGE

- A. Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

PART 3 - EXECUTION

3.1 PREPARATION, GENERAL

- A. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.
 - 1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 2. Remove debris from building roof by chute, hoist, or other device that will convey debris to grade level.
- B. Air Intake Shutdown: Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- C. Temporary Weather Protection: During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

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 070150 Preparation For Re-Roofing

3.2 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Roof Tear-Off:
 - 1. Remove existing roof system and other roofing system components and flashings down to the decking.
 - 2. Remove obsolete equipment and conduit identified by Owner.
 - 3. Remove existing gutter system.
 - 4. Remove downspouts associated with gutters and drains.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of membrane roofing system.
- B. Verify that deck is sound and dry.
- C. If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify Owner. Do not proceed with installation until directed by Owner.
- D. Unsuitable Deck: If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Owner. Do not proceed with installation until directed by Owner.

3.4 TEMPORARY ROOFING MEMBRANE

- A. Install approved temporary roofing membrane over area to be reroofed.
- B. Remove temporary roofing membrane before installing new roofing membrane.

3.5 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by preparation for re-roofing operations. Return adjacent areas to condition existing before operations began.

END OF SECTION 070150

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SECTION 075416 - KETONE ETHYLENE ESTER (KEE) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanically-fastened thermoplastic KEE roofing system on wood deck, including:
2. Substrate board.
3. New coping, gutters, and downspouts.

B. Related Sections:

1. Division 07 Section "Preparation for Re-Roofing".

1.2 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review drawings and specifications.
3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
6. Review structural loading limitations of roof deck during and after roofing.
7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

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1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Sustainable Design Submittals:
 - 1. Product Test Reports for Solar Reflectance: For roof materials, indicating that roof materials comply with Solar Reflectance Index requirement.
- C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Base flashings and membrane terminations.
 - a. Indicate details meet requirements of NRCA required by this Section.
- D. Samples for Verification: For the following products:
 - 1. Sheet roofing.
 - 2. Metal color charts for sheet metal trim.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Product Certificate: Submit certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
- B. Qualification Data: For Installer, Manufacturer and Roofing Inspector.
 - 1. Include letter from Manufacturer written for this Project indicating approval of Installer.
- C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of compliance with performance requirements.
 - a. Include: UL listing certificate.
 - 2. Product Compatibility: Indicate manufacturer has verified compatibility of roofing system components, including but not limited to: Roofing membrane, flashing sheets, adhesives, and sealants.
- D. Warranties: Unexecuted sample copies of special warranties.
- E. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.
 - 1. Submit reports within 48 hours after inspection.

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1.6 CLOSEOUT SUBMITTALS

- A. Executed copies of warranties.
- B. Maintenance Data: To include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Owner, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section, UL listed for roofing systems comparable to that specified for this Project, with minimum five years' experience in manufacture of thermoplastic roof membrane products in successful use in similar applications.
 - 1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
 - a. Product data, including certified independent test data indicating compliance with requirements.
 - b. Samples of each component.
 - c. Sample submittal from similar project.
 - d. Project references: Minimum of five installations of specified products not less than five years old, with Owner and Architect contact information.
 - e. UL listing.
 - f. Nemo wind uplift report.
 - g. Sample warranty.
 - h. Sample daily inspection report.
 - 2. Substitutions following award of contract are not allowed.
 - 3. Approved manufacturers must meet separate requirements of Submittals Article.
- C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
 - 1. An authorized full-time technical employee of the manufacturer.
 - 2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.

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- D. Manufacturer's Installation Instructions: Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT / FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
 - 3. Remove temporary plugs from roof drains at end of each day.
 - 4. Remove and discard temporary seals before beginning work on adjoining roofing.

1.10 WARRANTY

- A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
 - 1. Form of Warranty: Manufacturer's standard warranty form.
 - 2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.

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3. Warranty Period: 30 years from date of completion.
- B. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
1. Inspections to occur in following years: 2, 5, 10, 15, 20, and 25 following completion.
- C. Installer Warranty: Installer's warranty signed by Installer, as follows.
1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.
 2. Scope of Warranty: Work of this Section.
 3. Warranty Period: 2 years from date of completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Incorporated. Provide specified products or pre-approved equivalent products.
- B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
1. Accelerated Weathering: Roofing system shall withstand 10,000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746/D3746M, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Flashings and Fastening: Provide base flashings, perimeter flashings, detail flashings and component materials and installation techniques that comply with requirements and recommendations of the following:
1. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.
 2. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.
- C. Exterior Fire-Test Exposure: ASTM E108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

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- D. Energy Performance: Roofing system shall have an initial solar reflectance index of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.

2.3 MATERIALS, GENERAL

- A. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

2.4 THERMOPLASTIC MEMBRANE MATERIALS

- A. KEE Roof Membrane:

1. Thermoplastic Ketone Ethylene Ester (KEE) coated polyester fabric-reinforced sheet, ASTM D6754.
 - a. Breaking Strength, minimum, ASTM D751: Machine direction, 500 lbf (87 kN/m); Cross machine direction, 400 lbf (70 kN/m).
 - b. Tear Strength, minimum, ASTM D751: Machine direction, 125 lbf (21 kN/m); Cross machine direction, 145 lbf (25 kN/m).
 - c. Elongation at Break, ASTM D751: 20 percent.
 - d. Dynamic Impact/Puncture Resistance, ASTM D5635: Pass.
 - e. Minimum Membrane Thickness, nominal, less backing, ASTM D751: 60 mils (1.5 mm).
 - f. Thickness over fiber, optical method: 0.014 inches.
 - g. Accelerated Weathering, ASTM G155 and ASTM G154: Not greater than 5,000 hr., no cracking or crazing.
 - h. Abrasion Resistance, ASTM D3389: Not greater than 2,000 cycles, H-18 wheel, 1,000 g load.
 - i. Color: White.
 - j. Solar Reflectance Index (SRI), ASTM E1980: 110 (White, initial), 86 (White, 3-yr aged).

- B. Sheet Flashing: Manufacturer's standard, smooth-backed, sheet flashing of same material, type, reinforcement, thickness and color as KEE roof membrane.

2.5 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

- B. Flashing Membrane Adhesive:

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1. Bonding adhesive, solvent based fast drying, VOC-compliant, for bonding KEE smooth-backed single ply membranes and flashings to substrates.
 - a. VOC, maximum, ASTM D 3960: 200 g/L.
- C. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.
- D. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, prepunched.
- E. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.
- F. Acrylic Mastic:
 1. Seam Sealer and Patching Sealer: Acrylic elastomeric sealer, single-component, high solids, low-VOC, formulated for compatibility and use with specified roofing and wall substrates.
 - a. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 50 g/L.
 - b. Tensile Strength, minimum, ASTM D412: 450 psi (3100 kPa).
 - c. Hardness, Shore A: 45.
 - d. Elongation, minimum, ASTM D412: 300 percent.
 - e. Impact Resistance, minimum: 160 in/lb (18 kN/m).
- G. Metal Coating: ASTM D 6083, solar-reflective acrylic elastomer emulsion coating.
- H. Joint Sealant: Elastomeric joint sealant compatible with roofing materials, with movement capability appropriate for application.
 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
 - a. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.
 - b. Hardness, Shore A, ASTM C661: 40.
 - c. Adhesion to Concrete, ASTM C794: 35 pli.
 - d. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
 - e. Color: White.
- I. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- J. Miscellaneous Accessories: Provide pourable sealers, clad metal, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

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2.6 METAL FLASHINGS

A. Metal Flashings:

1. Edge metal: Clad metal.
 - a. 22-gauge galvanized steel cleat.
2. T-Tops: 22-gauge galvanized steel.
 - a. 8" high with sides and insect screens.
3. Counterflashing: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 50 (Class AZM150 coating designation, Grade 340) prepainted by the coil-coating process to comply with ASTM A 755/A 755M; structural quality.
 - a. Thickness: 0.0236-inch/24 ga.(0.60-mm) minimum thickness.
 - b. Wind clips.
 - c. Color to be selected by Owner.

B. Coping Metal: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 50 (Class AZM150 coating designation, Grade 340) prepainted by the coil-coating process to comply with ASTM A 755/A 755M; structural quality.

1. Thickness: 0.0236-inch/24 ga.(0.60-mm) minimum thickness.
2. 22-gauge galvanized cleat.
3. Color to be selected by Owner.

C. Gutter Metal: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 50 (Class AZM150 coating designation, Grade 340) prepainted by the coil-coating process to comply with ASTM A 755/A 755M; structural quality.

1. Thickness: 0.0236-inch/24 ga.(0.60-mm) minimum thickness.
2. 16-gauge galvanized straps.
3. Include removable aluminum gutter screens.
4. Color to be selected by Owner.

D. Downspouts:

1. 16-gauge 4" round galvanized steel. Paint to match wall with customer approved primer and paint.
2. Secure to wall every 60".

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2.7 SUBSTRATE BOARDS

- A. Gypsum panel, glass-mat-faced, ASTM C1177/C1177M.
 - 1. Thickness: 1/2 inch (12 mm).
- B. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.

2.8 ROOF INSULATION MATERIALS

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from insulation manufacturer's standard sizes, suitable for application, and of thicknesses indicated.
 - 1. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated, not less than two times the roof slope.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Wood Roof Deck: Verify that deck is sound and dry and securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's written instructions and approved details.

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- B. NRCA Installation Details: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements.

3.4 SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Fasten substrate board to deck to resist uplift pressure at corners, perimeter, and field of roof according to membrane roofing system manufacturers' written instructions.
- B. Tapered Crickets: Install tapered crickets along the perimeter of the upper roof section.

3.5 MECHANICALLY FASTENED MEMBRANE ROOFING INSTALLATION

- A. Mechanically fasten membrane roofing over area to receive roofing and install according to roofing system manufacturer's written instructions.
- B. Start installation of membrane roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Mechanically fasten or adhere membrane roofing securely at terminations, penetrations, and perimeter of roofing.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- F. In-Seam Attachment: Secure one edge of membrane sheet using fastening plates or metal battens centered within membrane seam and mechanically fasten membrane sheet to roof deck.
- G. Metal Stress Plate Installation:
 - 1. Locate plates in grid pattern in accordance with membrane manufacturer's instructions.
 - 2. Install plates in straight rows in the specified number and spacing to achieve the required wind uplift resistance in the main field, edges and corners of the roof.
 - 3. Install plates and separation pads using fasteners that comply with the specified applicable building code wind uplift rating and the fastener and membrane manufacturer's requirements. Ensure that all fasteners are properly driven normal to the surface of the sub-structure. Do not over-drive fasteners; plates that are recessed into and/or not flush with the surface of the insulation are not acceptable.
- H. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

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3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

3.6 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Seal all vent seams, metal trim seams, and fasteners with acrylic sealer and polyester reinforcement. Coat metal trim piece and vents with metal coating at a rate of 3 gallons per square. Remove prior repairs, prepare, and prime surfaces prior to coating application. Extend coating at metal trim piece up wall 8". Paint over coating on stucco and metal trim with paint matching the wall.
- F. Edge Metal:
 1. Install new edge metal with fascia 1" longer than the existing edge metal.
 2. Install a continuous cleat secured at 6" oc.
 3. Secure edge metal every 4" with approved fasteners.
 4. Repair stucco at two locations prior to edge metal installation.
- G. Install new counterflashing and wind clips at all existing locations.
- H. Coping:
 1. Install 40 mil high temperature self-adhering membrane over top of wall where the base flashing does not extend over the wall.
 2. Install new 22-gauge, galvanized steel continuous cleat fastened with galvanized steel roofing nails that penetrate wood nailer a minimum of 1". Secure at 6" oc.
 3. Install new 24-gauge, prefinished coping.
 - a. Extend fascia 1" longer than the existing coping.
 4. Hook coping to continuous cleat and fasten interior portion of coping with galvanized steel hex head screws with neoprene washers. Secure at 18" oc.
- I. Roof Drains:
 1. Install new cast iron drain rings, drain bolts, and cast iron drain screens.
 2. Grind drain bowls down to bare metal.

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3. Install liquid applied system through drain bowl.
- J. Install new heater stack caps, metal flashing, and counterflashings at all existing locations.
- K. Gutters:
1. Install new gutters at identified locations. Attach with internal straps at 18" oc.
 2. Install new outlet drops.
 3. Install continuous aluminum gutter screens over all new gutter systems.
- L. Downspouts:
1. Install new downspouts at all identified locations.
 2. Secure to wall with brackets every 60 inches.
 3. Provide outlets directing water away from the building.
 4. Paint all downspouts over the building with customer approved primer and paint.

3.7 WALKWAY INSTALLATION

- A. Install walkways surrounding and connecting all serviceable equipment. Heat weld walkways to the roof system.
- B. Install rubber blocks to support all conduit. Include a block every 8' and additional blocks at changes in direction and where needed for proper support. Use block manufacturer's risers for high conduit.
1. Set rubber blocks on oversized single ply walkpad sections.
 2. Use redwood blocks at rigid conduit locations where rubber blocks will not fit. Set wood blocks on single ply walkpad sections.

3.8 FIELD QUALITY CONTROL

- A. Roofing Inspector: Contractor shall engage a qualified roofing inspector to perform roof tests and inspections and to prepare test reports.
1. Engage a qualified roofing inspector for a minimum of three full-time days on site, per 40-hour crew week, to perform roof tests and inspections and to prepare start up, interim, and final reports. Roofing Inspector's quality assurance inspections shall comply with applicable criteria established in NRCA's "Quality Control and Quality-assurance Guidelines for the Application of Membrane Roofing Systems."
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

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- D. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

- A. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- B. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075416

RESOLUTION NO. R-2025- 11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, Resolution No. R-2025-11, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Park Impact Fees	Tynes Gym Roof Replacement	Community Services	635510-6850	\$165,000	Expense

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

PASSED, ADOPTED AND APPROVED THIS 1ST DAY OF APRIL 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 1ST day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Madelinne Villapando

From: Community Services

Subject:

Public Works Agreement with Kasa Construction Inc. for Award of RFP for Landscape Improvements Project at Parque De Los Vaquero

Financial Impact:

Fiscal Impact:

Expense: \$128,888 Park Impact Fees

Contingency 10%: 12,888 Park Impact Fees

Total Project Budget: \$141,777 Park Impact Fees

Summary:

Parque De Los Vaqueros (Vaqueros) is uniquely placed between a County flood control channel and Saratoga Park in Yorba Linda. Due to this placement there is an existing drainage channel within Parque De Los Vaqueros that connects to both the County flood control channel and the drainage channel through Saratoga Park.

The drainage channel running through Parque De Los Vaqueros has begun to deteriorate and has erosions in numerous areas of the drainage. Due to this, the existing drainage needs repairs to mend areas that have begun to erode. The erosion is cause for concern on the safety of the area if it is not remediated. For the erosion remediation, it is recommended that the contractor create a rock-lined drainage swale along the existing drainage channel. This will ensure that the erosion is stopped, and the area is supported by durable material that will prevent the erosion from occurring again.

Recommendation:

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

1. Approve the Public Works Agreement with KASA Construction for the Award of the RFP for the Landscape Improvement project at Parque De Los Vaqueros for a not-to-exceed amount of \$141,777; and
2. Authorize the Interim City Administrator to approve a 10% contingency for contract change orders not-to-exceed the amount of \$12,888; and
3. Approve Resolution No. R-2025-10, A Resolution of the City Charter of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the Interim City Administrator and/or his designee to execute all necessary

documents, in a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to implement public infrastructure to meet community needs. This project meets this goal by improving the safety of the storm drain which improves the safety of the park for residents to continue utilizing.

Discussion:

The City of Placentia released a Request for Proposals (RFP) for the landscape improvement project at Parque De Los Vaqueros. The RFP was released on Monday, December 9, 2024, the City received three (3) bid responses. The bidders were to provide the cost for the remediation of the existing drainage channel within Parque De Los Vaqueros. The erosions on the drainage channel have cause the existing structure to become a safety concern. To remediate the drainage channel, the work would require a rock-lined drainage swale that would have rocks and boulders along either side of the existing concrete channel.

This would ensure that the drainage functions properly and would prevent erosion from occurring again. The City has picked the lowest responsible bidder, KASA Construction Inc. to complete the project.

Bidders:	Bid Cost:
KASA Construction Inc.	\$128,888
HZS Engineering Inc.	\$157,700
RG General Engineering, Inc.	\$193,145

Fiscal Impact Summary:

Fiscal Impact:

A total of \$141,776 has been budgeted in the FY 2024-2025 Park Impact Fees for the landscape improvement project at Parque De Los Vaqueros. As such, sufficient funds exist for the recommended action. The following table summarizes the costs associated with the award of this contract:

Construction Contract Amount:	\$128,888
Construction 10% Contingency Amount:	\$12,888
Total Project Cost:	\$141,777

Attachments

[Scope of Work.pdf](#)

[Rock Lined Swale Detail.pdf](#)

[Public Works Agreement with KASA Construction - Signed.pdf](#)

[Photos of Los Vaqueros Storm Drain.pdf](#)

[Budget Amendment Resolution- Los Vaqueros FY 24-25.pdf](#)

II. SCOPE OF WORK

A. General Description

The City of Placentia is seeking a qualified vendor for the remediation of an existing drainage channel within Parque De Los Vaqueros. The general scope of work includes, but is not limited to:

1. The Contractor will over excavate and remove 3 feet of soil on either side of the existing concrete channel and remove approximately 6 inches of soil below the flowline of the existing concrete channel. The existing concrete channel shall be protected in place with substantially damaged portions replaced as needed.
2. The Contractor will fill any voids along or below the existing concrete channel with native or imported soil, level and compact the existing subgrade to a minimum 90% relative compaction.
3. The Contractor will place a filter fabric weed barrier over the existing exposed soil.
4. The Contractor will then place 6-inch rock to a minimum 1-foot depth within the excavated areas along either side of the existing concrete channel. Rock shall be installed to form a stable structure with minimum voids and in contact with adjacent rocks.

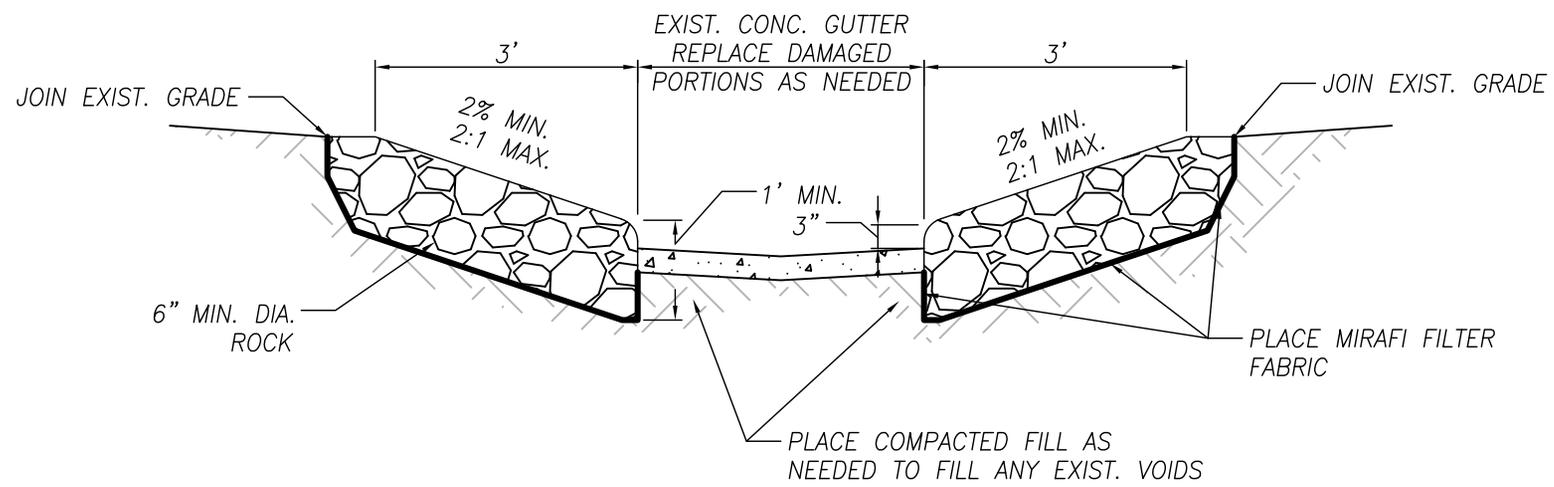
Refer to Attachment "D" for a typical detail. Contractor is responsible for notifying Dig Alert before any excavation takes place and is responsible for protecting in place existing utilities. The Submitting Vendor will ideally possess experience in similar installation and must be able to demonstrate a very high level of customer satisfaction from past projects.

B. Specifications

Selected Vendor will be responsible for the preparation and installation of the boulders and stones along the storm drain.

Location: Parque De Los Vaqueros, 1200 Carlsbad St. Placentia, CA 92870

Budget: City's estimate for this scope of work is \$100,000



NOTES:

1. ROCK LINING TO BE INSTALLED TO FORM A STABLE STRUCTURE WITH A MINIMUM OF VOIDS, AND EACH PLACED IN CONTACT WITH ADJACENT ROCKS.
2. ROCK LINING SHALL BE SOUND, DENSE AND DURABLE ANGULAR ROCK WITH A MINIMUM SPECIFIC GRAVITY OF 2.6.

LOS VAQUEROS PARK

EROSION REMEDIATION
ROCK LINED DRAINAGE SWALE

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
FY 2024-2025 LANDSCAPE IMPROVEMENT PROJECT AT LOS VAQUEROS, CS-24-05**

THIS AGREEMENT (herein "Agreement") is made and entered into this 1ST day of April, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and KASA Construction Inc., (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of remediation of existing drainage channel within Paque De Los Vaqueros for erosion damage. The work will require a rock-lined drainage swale with rocks and boulders along either side of the existing concrete channel as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean KASA Construction Inc. a (California corporation, partnership, individual) located at 15148 Sierra Bonita Lane, Chino, CA 91710.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written

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approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Forty-One Thousand and Seven Hundred Seventy Seven Dollars (\$ 141,777 (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

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4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than April 1, 2026, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

KASA Construction.
Attn: Sam Kasbar
15148 Sierra Bonita Lane
Chino, CA 91710

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

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

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Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from

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those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

Conditions:

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

The City of Placentia, its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other

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remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.
- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of

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or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *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 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

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limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

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

To Contractor: KASA Construction Inc.
15148 Sierra Bonita Lane
Chino, CA 91710
Attn: Sam Kasbar

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

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

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this

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Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

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

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

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

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

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contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances, and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Kevin Kirwin, Mayor

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

Sam Kasbar

Signature

Date: 3/24/2025

Sam Kasbar

Sam Kasbar, Vice President
26-3647498

Social Security or Taxpayer ID Number

Christian L. Bettenhausen, City Attorney

Date: _____

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APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Madelinne Villapando, Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Lydie Gutfeld, Director of Community Services

Date: _____

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$...), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

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any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes No Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

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BID GUARANTEE
TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

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

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

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

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

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

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STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true.
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c. That such bid or proposal is genuine and not collusive or sham.
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement.
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

EXHIBIT A
SCOPE OF SERVICES

II. SCOPE OF WORK

A. General Description

The City of Placentia is seeking a qualified vendor for the remediation of an existing drainage channel within Parque De Los Vaqueros. The general scope of work includes, but is not limited to:

1. The Contractor will over excavate and remove 3 feet of soil on either side of the existing concrete channel and remove approximately 6 inches of soil below the flowline of the existing concrete channel. The existing concrete channel shall be protected in place with substantially damaged portions replaced as needed.
2. The Contractor will fill any voids along or below the existing concrete channel with native or imported soil, level and compact the existing subgrade to a minimum 90% relative compaction.
3. The Contractor will place a filter fabric weed barrier over the existing exposed soil.
4. The Contractor will then place 6-inch rock to a minimum 1-foot depth within the excavated areas along either side of the existing concrete channel. Rock shall be installed to form a stable structure with minimum voids and in contact with adjacent rocks.

Refer to Attachment "D" for a typical detail. Contractor is responsible for notifying Dig Alert before any excavation takes place and is responsible for protecting in place existing utilities. The Submitting Vendor will ideally possess experience in similar installation and must be able to demonstrate a very high level of customer satisfaction from past projects.

B. Specifications

Selected Vendor will be responsible for the preparation and installation of the boulders and stones along the storm drain.

Location: Parque De Los Vaqueros, 1200 Carlsbad St. Placentia, CA 92870

Budget: City's estimate for this scope of work is \$100,000

EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: \$2,000,000.00 per occurrence; \$4,000,000.00 general aggregate; \$4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("I" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors’ warranty or other similar language which eliminates or restricts insurance because of a subcontractor’s failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
 1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed certificate of insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

2. Business Automobile Liability Insurance

- Minimum Limit: \$2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
 1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
 2. Properly completed certificate of insurance.

3. Workers’ Compensation & Employer’s Liability Insurance

- Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer’s liability with limits of \$1,000,000.00 per accident; \$1,000,000.00 disease per employee; \$1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer’s right to subrogate against City.
- Required evidence of coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed certificate of insurance.

4. Contractor’s Pollution Liability Insurance

- Minimum Limits: \$2,000,000.00 per pollution incident; \$2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
 1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
 3. Properly completed certificate of insurance.

5. Surety Bonds

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

6. Standards for Insurance Companies

- All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The certificate of insurance shall include the following reference: [_____]
2. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.
3. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
4. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional insured on insurance required from subcontractors.

5. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
6. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.
7. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.
8. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.
9. Current evidence of coverage shall be provided for the entire required period of insurance.
10. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.













RESOLUTION NO. R-2025- 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, Resolution No. R-2025-10, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Park Impact Fees	Parque De Los Vaqueros Landscape Maintenance Project	Community Services	637511-6760	\$141,777	Expense

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

PASSED, ADOPTED AND APPROVED THIS 1ST DAY OF APRIL 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 1ST day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Agenda Item No: 1.i

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Joe Lambert

From: Development Services

Subject:

Second Reading and Adoption of Ordinance O-2025-02, approving Zoning Code Amendment No. 2024-01 amending Specific Plan No. 5 (SP-5) to Reduce the Minimum Residential Density from 65 to 15 Dwelling Units per Acre on Parcel No. 9

Financial Impact:

Fiscal Impact:

No immediate impact.

Summary:

Second Reading and adoption of Ordinance O-2025-02 will approve Zoning Code Amendment No. 2024-01, amending No. 2024-01, amending Specific Plan No. 5 (SP-5) to reduce the minimum residential density from 65 to 15 dwelling units per acre on Parcel No. 9 of SP-5. On March 18, 2025, City Council conducted a Public Hearing regarding Zoning Code Amendment No. 2024-01, and a majority approved a motion to introduce Ordinance O-2025-02 for First Reading. Second Reading and adoption of Ordinance O-2025-02 will approve Zoning Code Amendment No. 2024-01 amending SP-5. The Ordinance will be effective 31 days after adoption.

Recommendation:

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

1. Waive full reading, by title only, and adopt Ordinance O-2025-02, An Ordinance of the City Council of the City of Placentia, California, finding that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR Section 15061(b)(3) and the City of Placentia Environmental Guidelines, and waive full reading, by title only, and introduce for first reading Ordinance No. O-2025-02, an Ordinance of the City Council of the City of Placentia, approving Zoning Code Amendment No. 2024-01, making findings of approval for amending Placentia Municipal Code Chapter 23.105, Specific Plan 5, revising Section 23.105.050, "Permitted Uses for Parcels 9 and 11", by reducing the minimum residential density requirement from 65 dwelling units per acre to 15 dwelling units per acre.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve: Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item relates to housing and may create opportunities for the development of more housing in the

City, including a mix of housing at various price points.

Discussion:

On February 11, 2025, the Planning Commission held a public hearing to review Zoning Code Amendment No. 2024-01 (ZCA 2024-01), which proposes reducing the minimum residential density for Parcel No. 9 within SP-5 from 65 dwelling units per acre to 15 dwelling units per acre. After reviewing the staff report, public testimony, and project details, the Planning Commission, by majority vote, recommended denial of the amendment.

Pursuant to Placentia Municipal Code (PMC) Chapter 23.96, on March 18, 2025, the City Council conducted a public hearing to consider the request and determine final action on the proposed amendment. A City Council majority approved a motion to introduce Ordinance O-2025-02 for First Reading. Second Reading and adoption of Ordinance O-2025-02 will approve Zoning Code Amendment No. 2024-01, amending SP-5 to reduce the minimum residential density from 65 to 15 dwelling units per acre on Parcel No. 9 of SP-5. The Ordinance will be effective 31 days after adoption.

Fiscal Impact Summary:

Fiscal Impact:

No immediate impact.

Attachments

1. [Ordinance_O-2025-02_ZCA_2024-01.docx](#)

ORDINANCE NO. O-2025-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, TO FINDING THAT THE PROJECT IS CATEGORICALLY EXEMPT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SET FORTH IN TITLE 14 CCR § 15061(B)(3) AND THE CITY OF PLACENTIA ENVIRONMENTAL GUIDELINES, AND WAIVE FULL READING, BY TITLE ONLY, AND INTRODUCE FOR FIRST READING ORDINANCE NO. O-2025-02, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, APPROVING ZONING CODE AMENDMENT NO. 2024-01, MAKING FINDINGS OF APPROVAL FOR AMENDING PLACENTIA MUNICIPAL CODE CHAPTER 23.105, SPECIFIC PLAN 5, REVISING SECTION 23.105.050, "PERMITTED USES FOR PARCELS 9 AND 11", BY REDUCING THE MINIMUM RESIDENTIAL DENSITY REQUIREMENT FROM 65 DWELLING UNITS PER ACRE TO 15 DWELLING UNITS PER ACRE.

City Attorney's Summary

This Ordinance would result in an amendment to Specific Plan No. 5 of the City of Placentia modifying Chapter 23.105, Specific Plan No. 5 (SP-5), Section 23.105.050, to reduce the minimum residential density from 65 to 15 dwelling units per acre on Parcel No. 9, that will impact the property located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (APN 339-112-27).

WHEREAS, the City of Placentia wishes to amend the City of Placentia Municipal Code (PMC) by modifying Chapter 23.105, SP-5, to modify Section 23.105.050, Permitted Uses for Parcels 9 and 11, and reduce the minimum residential density from 65 to 15 dwelling units per acre on Parcel No. 9, that said amendment to the specific plan and 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; injurious to property or improvements within the neighborhood or within the city; nor consistent with the latest adopted General Plan for property located on an approximately 2.72-acre site along north of W. Orangethorpe Avenue, east of S. Placentia Avenue, and adoption of this ZCA is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guideline and the City of Placentia Environmental Guidelines; and

WHEREAS, on or about February 11, 2025, 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 deny Zoning Code Amendment No. 2024-01; and

WHEREAS, on February 17, 2025, in accordance with Placentia Municipal Code (PMC) Chapter 23.96, a City Councilmember submitted a request for the City Council's consideration of the Planning Commission's denial of Zoning Code Amendment (ZCA) 2024-01; and

WHEREAS, in accordance with PMC Section 23.96.050(b), a public hearing was scheduled for the City Council to review the request and render a final determination on the proposed ZCA; 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 March 18th, 2025, 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 City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. In adopting Ordinance No. O-2025-02, the City Council finds that the ZCA is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines and the Environmental Guidelines of the City of Placentia.

SECTION 4. The City Council hereby amends the City of Placentia Municipal Code by modifying Chapter 23.105, Specific Plan No. 5 (SP-5), as set forth in Attachment "A", attached hereto and by this reference made a part hereof.

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 18th day of March 2025.

PASSED, APPROVED AND ADOPTED this 1st day of April 2025.

Kevin Kirwin, 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 18th day of March 2025 and adopted at a regular meeting of the City Council of the City of Placentia, held on the 1st day of April 2025 by the following vote:

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

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

ATTACHMENT A: Amendment to Chapter 23.105, Specific Plan 5

ATTACHMENT “A”

Amendment to Chapter 23.105, Specific Plan 5, Section 23.105.050

§ 23.105.050. Permitted uses for parcels 9 and 11.

The purpose of these parcels is to provide a site for motor vehicle dealerships, and for other selected other commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted. On Parcel 9, a mixed-use project with up to 248 units shall be permitted at a density range of ~~65~~ **15** minimum to 95 maximum dwelling units per acre.

(Ord. 95-O-118, 1995; Ord. O-2019-05 § 3, 2019; Ord. O-2024-05, 2024)



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Jennifer Lampman

From: Finance

Subject:

Amendment to Professional Services Master Agreement with Oracle America Inc for Oracle Netsuite for Government

Financial Impact:

Fiscal Impact:

Expense: FY 2024-25	\$ 69,600	Annual Costs
	<u>\$169,154</u>	One-time Implementation Cost
	\$238,754	Total Project Cost

Budgeted: FY 2024-25 \$300,000

Summary:

The City is currently utilizing Finance Enterprise 20.2, a CentralSquare, Inc. product, as its financial enterprise resource planning (ERP) system. The City has been using various versions of this product since 2006, upgrading to new versions when necessary, with the last upgrade completed in Fiscal Year 2021-22. Staff determined that the CentralSquare ERP system no longer met the needs of the City, cost significantly more than similar software platforms, and would need to be upgraded in December 2024 as CentralSquare would no longer support our current version.

The City Council approved an agreement with Oracle Netsuite for Government (Netsuite) on June 18, 2024, and Oracle and City staff began implementing the new system shortly thereafter. During the testing phase of implementation, it was discovered that to maximize the efficiencies of the system including digital workflows and paperless accounts payable and purchasing processes, the existing self service user licenses would need to be upgraded to full general user licenses. The increased cost over the five year period is \$10,290 (\$2,058 per year), with no changes to the implementation cost.

Recommendation:

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

1. Approve the updated ordering document for the time remaining on the original five (5) year Professional Services Master Agreement with Oracle America, Inc. for NetSuite for Government for additional general user licenses. This action will add an additional \$10,290 over the five (5) year agreement, or \$2,058 per year; and
2. Authorize the City Administrator and/or his designee to execute all necessary

documents, in a form approved by the City Attorney.

Strategic Plan Statement:

This is consistent with the City Council approved 5-Year Strategic Goal 1 to ensure Long-Term Fiscal Sustainability, no specific objective.

Discussion:

On June 18, 2024, the City entered into a professional services agreement with Netsuite for Government, an Oracle Enterprise Resource Planning (ERP) system designed for government agencies, and staff began working with the Oracle implementation team shortly thereafter. The City is anticipating “going live” on the new system prior to the end of the current fiscal year. During the testing phase of implementation, it was determined that the original self-service user licenses the City procured would need to be upgraded to a full general user licenses in order to maximize efficiencies desired in the new system such as:

1. Paperless routing and workflow of invoices, purchase requisitions and purchase orders.
2. Cloud-based system accessibility from any computer without the need to remote into a dedicated server which is what the City currently utilizes.
3. Enhanced ability to manage project accounting over several fiscal years.
4. Digital signatures/approvals with complete audit trail for all transactions.
5. Ability to upload backup documentation including multiple quotes, invoice copies, staff reports, etc. into the system for historical record.
6. Seamless integration with the City’s new electronic timekeeping and payroll system, UKG.

Fiscal Impact Summary:

Fiscal Impact:

Our current contract with CentralSquare has an annual increase of five percent (5%), and they have communicated the need for the City to upgrade as they stopped supporting our version last December. Oracle offered the City a static five (5) year price commitment for NetSuite for Government, and the original cost savings was estimated at \$72,417 last June.

The upgrade in user licenses is anticipated to cost an additional \$10,290 over the five (5) year term, reducing the total cost savings to \$62,127 when compared to maintaining the current finance system. Funding for implementation of the new system is included in the Adopted FY 2024/25 Capital Improvement Program (CIP) budget, and annual software costs will be included in the Proposed FY2025/26 Budget.

Attachments

[City of Placentia_CPQ-3839680_POD_24MAR2025- Updated Licenses.pdf](#)



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	City of Placentia	Contact	Jennifer Lampman
Address	401 E Chapman Ave PLACENTIA CA 92870	Phone Number	+1 (714) 993-8237
		Email Address	jlampman@placentia.org

Renewal

Services Period: 51.32 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	NORTH AMERICA	1	51.32 mo	4,200.00	215,554.84
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	NORTH AMERICA	1	51.32 mo	299.50	15,371.11
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	38	51.32 mo	24.50	47,781.32
B94587 - Oracle NetSuite for Government Cloud Service, Additional Planning and Budgeting User - Hosted Named User	NORTH AMERICA	2	51.32 mo	60.00	6,158.71
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	51.32 mo	249.50	12,804.98
Subtotal					297,670.97

Fee Description	Net Fee
Cloud Services Fees	297,670.97
Net Fees	297,670.97
Total Fees	297,670.97

Midterm Subscription Change Details:

Current Subscription(s)						
Cloud Services	Quantity	Start Date	End Date	Unit Net Price	Order Number	Subscription ID
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition, Legacy - Hosted Environment	1	23-07-2024	22-07-2029	4,200.00	41604598	30525327
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	1	23-07-2024	22-07-2029	299.50	41604598	30525327
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	25	23-07-2024	22-07-2029	24.50	41604598	30525327
B94585 - Oracle NetSuite for Government Cloud Service, Additional Self Service Users - 5 Hosted Named Users	6	23-07-2024	22-07-2029	24.50	41604598	30525327
B94587 - Oracle NetSuite for Government Cloud Service, Additional Planning and Budgeting User - Hosted Named User	2	23-07-2024	22-07-2029	60.00	41604598	30525327
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	1	23-07-2024	22-07-2029	249.50	41604598	30525327

Services to be Replaced & Superseded						
Cloud Services	Quantity	Start Date	End Date	Unit Net Price	Order Number	Subscription ID
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition, Legacy - Hosted Environment	1	23-07-2024	To be replaced	4,200.00	41604598	30525327
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	1	23-07-2024	To be replaced	299.50	41604598	30525327
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	25	23-07-2024	To be replaced	24.50	41604598	30525327
B94585 - Oracle NetSuite for Government Cloud Service, Additional Self Service Users - 5 Hosted Named Users	6	23-07-2024	To be replaced	24.50	41604598	30525327
B94587 - Oracle NetSuite for Government Cloud Service, Additional Planning and Budgeting User - Hosted Named User	2	23-07-2024	To be replaced	60.00	41604598	30525327

Services to be Replaced & Superseded						
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	1	23-07-2024	To be replaced	249.50	41604598	30525327

Go Forward Subscription(s)						
Cloud Services	Quantity	Start Date	End Date	Unit Net Price	Order Number	Subscription ID
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	1	Upon access	51 mo from start date	4,200.00	New	30525327
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	1	Upon access	51 mo from start date	299.50	New	30525327
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	38	Upon access	51 mo from start date	24.50	New	30525327
B94587 - Oracle NetSuite for Government Cloud Service, Additional Planning and Budgeting User - Hosted Named User	2	Upon access	51 mo from start date	60.00	New	30525327
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	1	Upon access	51 mo from start date	249.50	New	30525327

A. Terms of Your Order

1. Applicable Agreement:

- a. US-GMA-1301562 (AR2487)_PA_City of Placentia

This ordering document incorporates by reference the NASPO ValuePoint Master Agreement US-GMA-1301562 (AR2487) by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and Oracle America, Inc. ("Oracle"), together with the Participating Addendum (US-GMA-1301562(AR2487)_PA_City of Placentia) and all amendments and addenda thereto by and between the City of Placentia, CA and Oracle.

2. Cloud Payment Terms:

- a. Net 30 days from invoice date

3. Cloud Payment Frequency:

- a. Quarterly in Arrears

4. Currency:

- a. US Dollars

5. Offer Valid through:

- a. 31-MAY-2025

6. Service Specifications

- a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

- a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document", "Services Order", "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Client Data", "Company Data" and "Your Content".

2. Midterm Subscription Change

You agree that this order terminates and supersedes the order between the parties, with footer reference CPQ-3375198-1, dated 28-JUN-2024, including all expansion orders to the order, and all amendments thereto (collectively, the "Previous Services Order"), under which You previously acquired Cloud Services (the "Previous Services"), and that, accordingly, You hereby terminate the Previous Services identified in the Previous Services Order.

You agree to pay any fees for Previous Services that have accrued prior to the Cloud Services Start Date of this order, including any fees for Previous Services that have accrued but which have not yet been invoiced due to a delayed billing schedule. The actual unpaid Cloud Services fee will be processed as of Cloud Services Start Date of this order

The Cloud Services fees due under this order shall be reduced by the amount of fees paid for unused Services, if any, associated with the Previous Services Order as stated above as long as the invoices for the Previous Services have been paid in full. The amount of the Services fee reduction will be processed as of the Cloud Services Start Date of this order.

The fees due under this order for any new Cloud Services shall be reduced based on the date of access for such new Cloud Services. The Services Period end date will be the same for all Cloud Services on this order.

3. Service Specifications and Order Terms

"Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-cloud Oracle Services acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third party content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order, a valid credit card or payment via Paypal. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

4. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

5. Order of Precedence

This order, including any subject matter addressed in the Service Specifications, shall supersede any inconsistent term, similar subject matter or scope of service delivery in the Agreement referenced above in Section A.1; however, unless expressly stated otherwise in this order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this order, the Agreement or other Service Specifications. This order will control over the terms contained in any purchase order.

City of Placentia

Signature _____

Name _____

Title _____

Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Placentia	Customer Name	City of Placentia
Customer Address	401 E Chapman Ave PLACENTIA CA 92870	Customer Address	401 E Chapman Ave PLACENTIA CA 92870
Contact Name	Jennifer Lampman	Contact Name	Jennifer Lampman
Contact Phone	+1 (714) 993-8237	Contact Phone	+1 (714) 993-8237
Contact Email	jlampman@placentia.org	Contact Email	jlampman@placentia.org



Agenda Item No: 2.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Nicolette Drulias

From: Administrative Services

Subject:

Approval of Official City of Placentia Centennial Logo, Seal, and Tagline

Financial Impact:

Fiscal Impact:

Expense: \$2,500 - Total Project Amount

Budget: \$30,000 - FY 2024-25 Budget (101534-6053)

Summary:

As part of the City's ongoing preparations for its Centennial Celebration in 2026, Staff and the Centennial Steering Committee have been working to develop a cohesive visual identity that reflects Placentia's rich history and bright future. The centennial logo will be used across marketing materials, social media, event promotions, and community outreach, while the centennial seal will be incorporated into official City documents, forms, and communications. Once approved, the Committee will start using the logo for marketing materials, sponsorship packages, etc., but the seal will only be used during the 2026 centennial year.

On March 10, 2025, Staff presented the initial designs of the centennial logo and tagline options to the Centennial Steering Committee. The seal was not yet ready to be reviewed, but Staff explained to the Committee what it would look like and when it would be used. The Committee provided input and recommendations, and Staff made refinements based on their feedback. The updated designs being presented to the City Council reflect these adjustments.

Approval of the centennial logo, seal, and tagline will allow the City to establish a unified and recognizable brand for the 2026 Centennial Celebration. These elements will be integral to promotional efforts and ensure a successful and well-recognized milestone event for the Placentia community.

Recommendation:

It is recommended that the City Council:

1. Review the proposed centennial logo, seal, and tagline; and
2. Provide any recommendations or feedback to Staff regarding the designs; and
3. Approve the use of the centennial logo, seal, and tagline so that the Centennial Steering Committee can proceed with creating marketing materials and seeking sponsorships.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to Increase Community Engagement under Objectives #4.1 and #4.2, which is to Evaluate Alternative and More Creative Methods of Community Outreach and Increase Community Engagement/Outreach.

Discussion:

The centennial logo, seal, and tagline will play a crucial role in branding the City's centennial celebration, fostering community engagement, and securing sponsorships to support centennial initiatives. The logo's design reflects Placentia's historical roots while incorporating modern elements to signify growth and progress. The seal maintains a formal and official appearance appropriate for City documents and correspondence.

To ensure that the City's centennial branding aligns with best practices and successful precedents, Staff conducted research on centennial logos and branding used by other cities, counties, and special districts. This research provided valuable insights into design concepts, historical symbolism, and branding approaches that effectively celebrate a milestone anniversary. Staff reviewed centennial logos from:

- Chandler, Arizona
- Cedar City Railroad Depot
- City of Chino
- City of Lynwood
- City of Maywood
- City of Brea
- OC Public Libraries
- City of Soledad
- City of Groveland
- City of Huntington Beach
- City of Signal Hill
- City of La Habra

By analyzing these logos, Staff was able to identify common elements, such as the use of historical imagery, community landmarks, and gold colors, which helped inform the design process for Placentia's centennial logo and seal. Some organizations simply revamped their seal, some created an entirely new logo, and some did a combination of the two. Based on this, it's being recommended that the City utilize both a logo and an updated seal.

The Centennial Steering Committee was presented with two color options for the centennial logo: one in green and the other in blue. After careful consideration, the Committee selected the blue version as the preferred option. Additionally, the Committee provided recommendations regarding elements to be included in the final logo to ensure it reflects Placentia's heritage. These recommendations included incorporating a walnut, an orange, orange groves, the Bradford Bridge, and the Placentia water tower—each of which holds historical significance to the community.

For the official centennial tagline, three tagline options were presented at the March 10, 2025 Centennial Steering Committee meeting:

- Honoring Our Heritage, Building Our Tomorrow
- Rooted in Heritage, United in Community
- A Legacy of Community and Progress

During the meeting, a fourth option was considered:

- Century of History, Future of Possibilities

After discussion, the Centennial Steering Committee recommended selecting Rooted in Heritage, United in Community as the official centennial tagline to present to the City Council, as they believe it best embodies the values and legacy of Placentia.

Approval of the centennial logo, seal, and tagline will allow the City to establish a unified and recognizable brand for the 2026 Centennial Celebration. These elements will be integral to promotional efforts and ensure a successful and well-recognized milestone event for the Placentia community.

Fiscal Impact Summary:

The total project cost for the design of the centennial logo and seal amounts to \$2,500. A total of \$30,000 was budgeted in the FY 2024-25 Budget to secure a contractor for the Centennial Commemorative book and Centennial logo design and branding. As such, sufficient funds exist to cover the Centennial logo and seal design.

Attachments

[Tagline, Logo, and Seal Presentation](#)



City of Placentia

Approval of Official City of Placentia Centennial Logo, Seal, and Tagline

City Council Meeting

April 1, 2025



Branding for the Centennial

- The centennial tagline, logo, and seal will play a key role in:
 - Branding the 100th year celebration
 - Fostering community engagement
 - Securing sponsorships
- Tagline: Captures the spirit of Placentia's centennial and will be used across marketing materials, social media, and event promotions to unify messaging.
- Logo design: Reflects historical roots while incorporating modern elements to signify growth.
- Seal: Maintains a formal and official appearance for City documents.



Proposed Tagline



Proposed Centennial Tagline Selection

- Three original tagline options:
 1. Honoring Our Heritage, Building Our Tomorrow
 2. Rooted in Heritage, United in Community
 3. A Legacy of Community and Progress
- Additional tagline considered:
 4. Century of History, Future of Possibilities
- **Committee's Recommendation:**
 2. Rooted in Heritage, United in Community

Committee agreed that this best embodies Placentia's values and legacy.

Is there any initial feedback from the City Council?



Proposed Logo



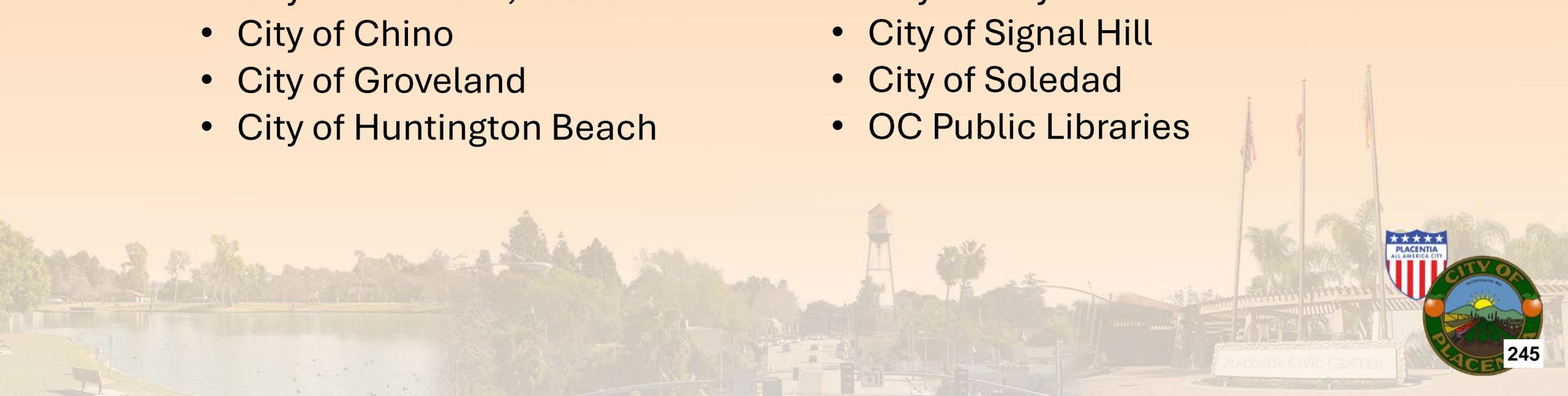
Research and Best Practices for Logos

- Staff researched centennial branding from other cities, counties, and districts to align with best practices.
- Key findings:
 - Use of historical imagery and community landmarks
 - Gold and traditional color palettes
 - Some organizations revamped their seal, created a new logo, or did both
 - Based on this research, Staff is recommending that the City use both a logo and an updated seal

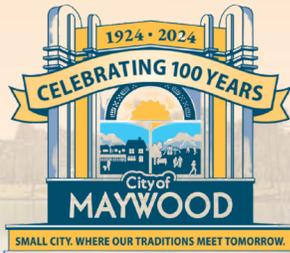
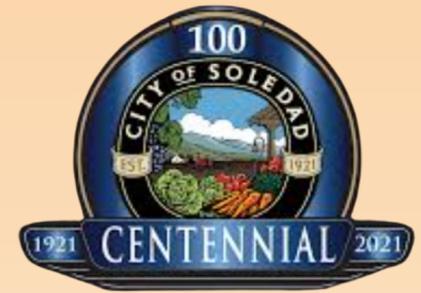
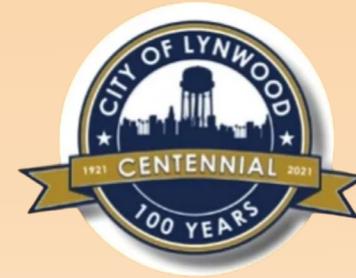


Research

- City staff researched centennial branding and logos from many other entities, including, but not limited to, the following:
 - Cedar City Railroad Depot
 - City of Brea
 - City of Chandler, Arizona
 - City of Chino
 - City of Groveland
 - City of Huntington Beach
 - City of La Habra
 - City of Lynwood
 - City of Maywood
 - City of Signal Hill
 - City of Soledad
 - OC Public Libraries



Centennial Logos/Seals from Other Entities



Placentia Centennial Logo Development

- Two color options presented to Centennial Steering Committee: **Green** and **Blue**.
- Centennial Steering Committee selected **Blue** as the preferred option.
- Committee recommended elements for the logo to reflect Placentia's heritage:
 - Walnut and orange (agricultural history)
 - Orange groves
 - Bradford Bridge
 - Placentia Water Tower



Proposed Placentia Centennial Logo Options

- Based on feedback from the Centennial Steering Committee, staff is presenting two options for the City Council to review:



**CITY OF PLACENTIA
CENTENNIAL**

Rooted in Heritage, United in Community

A



**CITY OF PLACENTIA
CENTENNIAL**

Rooted in Heritage, United in Community

B



Proposed Seal



Proposed Placentia Centennial Seal

- On March 10, 2025, staff presented the initial designs of the centennial logo and tagline options to the Centennial Steering Committee.
- The seal was not yet ready to be reviewed, but staff explained to the Committee what it would look like and when it would be used.
- Centennial Seal – for official City documents, forms, and communications (used only during 2026).



Proposed Placentia Centennial Seal

- The Centennial Seal will serve as the official emblem for the City's 2026 Centennial year.
- Unlike the Centennial Logo, which is used for marketing and promotional materials, the Centennial Seal will be reserved for formal and official City documents.
- Key uses of the Centennial Seal may include:
 - Elected officials' apparel
 - Official City documents and correspondence
 - Proclamations and resolutions
 - Agreements and contracts
 - City letterhead and reports
 - Staff email signatures (during 2026)
 - Formal presentations and publications



Proposed Placentia Centennial City Seal

- Why Revamp Instead of Creating a New Seal:
 - The City's existing seal is a recognizable and longstanding symbol of Placentia.
 - Ensures continuity and familiarity while still commemorating the milestone year.
- Design Modification for the Centennial Seal:
 - A ribbon will be added around the existing seal, displaying "Centennial," and the years "1926" and "2026" were added. These subtle changes maintain the official nature of the seal while marking the City's 100th anniversary.
- Ribbon colors: blue, red and gold.



Proposed Placentia Centennial City Seal



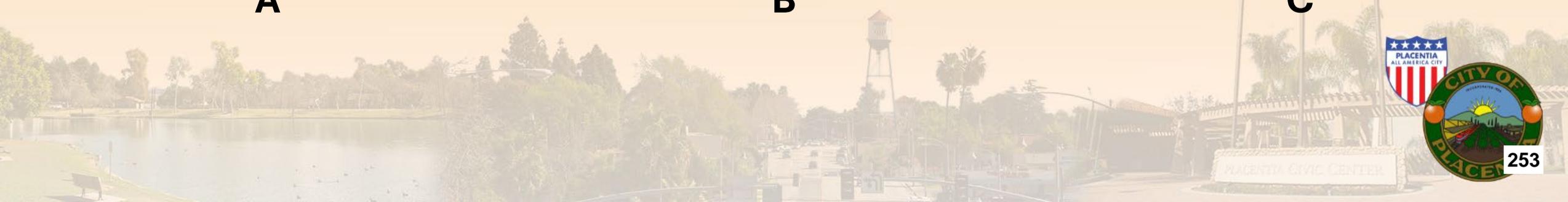
A



B



C



Recommendation



Recommendations

- It is recommended that the City Council:
 - Review the proposed centennial logo, seal, and tagline;
 - Provide any recommendations or feedback to staff regarding the designs; and
 - Approve the use of the centennial logo, seal, and tagline so that the Centennial Steering Committee can proceed with creating marketing materials and seeking sponsorship opportunities.



Questions & Comments





PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

Subject:

Fiscal Year 2025-26 Capital Improvement Program - Study Session No. 2

Financial Impact:

Fiscal Impact:

The fiscal impact will be determined with final adoption of the Fiscal Year 2025-26 CIP Budget.

Summary:

The Capital Improvement Program (CIP) represents a critical part of the City's long-term planning and budgeting efforts. The CIP includes planned investments in our infrastructure, which includes streets, facilities, parks, fleet, technology and other longer-term capital assets necessary to maintain and improve the quality of life for our community. These projects proposed in the CIP are typically significant in the scope and cost and often require several years to complete.

On February 18, 2025 City Council conducted its first study session related to the FY 2025-26 CIP. During this meeting staff presented on the anticipated funding available, critical projects as well as overall capital needs. City Council provided direction on critical projects including the Golden Avenue Bridge project and the FY 2024-25 Street Rehabilitation project. Council also requested additional information regarding the Underground Storage Tank (UST) Removal project.

At this time staff will present updates on the FY 2024-25 Street Rehabilitation project as well as the UST Removal project. Staff is requesting Council to provide additional direction on the allocation of Measure U funds which will be incorporated into the FY 2025-26 CIP that will be brought before Council in a future meeting.

Recommendation:

Recommended Action:

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

1. Receive and file the staff report and presentation; and
2. Provide direction to staff regarding the proposed fuel storage tank options; and
3. Provide direction to staff regarding allocation of Measure U funding.

Strategic Plan Statement:

This item is consistent with the City Council to conform to multiple Strategic Plan Goals by ensuring long-term fiscal sustainability, ensuring that public safety continues to be a high priority, and implementing public infrastructure to meet community needs.

Discussion:

The City's Capital Improvement Program (CIP) identifies major public improvements to the City's infrastructure over the next several years and includes new projects, upgrades to existing facilities, park upgrades, rehabilitation of streets and roadways, as well as other infrastructure needs. Funding for proposed projects for FY 2025-26 are included in the future budget, with the majority of the scheduled projects funded by Measure U, Gas Tax, Enhanced Infrastructure Financing District (EIFD), Development Impact Fees (DIFs), grants and other reimbursements.

City Yard UST Underground Storage Tank - Scope of Work

Following the request from Council at the February 18, 2025 Council Meeting, staff is providing additional information on the Underground Fuel Storage Tanks (UST) located at the City Corporate Yard.

On September 14, 2014, SB 445 Underground Storage Tanks (UST): hazardous substances: petroleum: groundwater and surface water contamination, was signed into law. The law requires that on or before December 31, 2025, all single-walled USTs must be permanently closed and removed. Upon removal, soil samples must be collected and analyzed in accordance with regulations. There are no exemptions, variances, or extensions to the single-walled UST closure deadline. Single-walled UST systems not permanently closed by the deadline will be out of compliance, cannot be operated and are subject to civil penalties of \$500 to \$5,000 per day, per tank, per violation for failure to permanently close by the deadline.

The City has two single-walled USTs for fuel, a 10,000-gallon tank for diesel and another 10,000-gallon tank for unleaded. The unleaded tank registered a leak at the end of November 2023. The City was required to discontinue use of the unleaded tank and remove the fuel. The unleaded tank has been out of use since December 2023. Soil sampling was conducted and did not identify any remediation required by the City related to the unleaded tank. The diesel UST remains in use.

Replacement Options

Staff considered the following options for replacement of the UST.

Option 1: Remove UST and Replace with Aboveground Tanks

This option would remove the UST and replace them with aboveground tanks. Based on the needs of the City, a tank size of at least 5,000 gallons for each fuel type is recommended. Code requires that aboveground tanks be a minimum of 10 feet from other structures. After consulting with the Fire Marshall, it was determined that there is not a location within the Public Works Yard which allows for the required clearance for installation of aboveground tanks. Replacing the existing Underground Storage Tank (UST) with aboveground tanks is not a feasible replacement option and a cost was not explored due to the inability of being able to meet Code requirements.

Option 2: Remove UST & Fuel Offsite

Under this replacement option, the City would remove both USTs along with the dispensers

and utilize off-site agency or commercial retail fueling. As part of the removal process, the City would still be required to conduct soil sampling for the area surrounding the diesel UST and patch the tank area with concrete and asphalt. The estimated cost for this option is \$220,000.

The benefit to this approach is that it eliminates the costs associated with owning and maintaining USTs such as testing, annual inspections, fuel management software and environmental compliance fees which are roughly \$8,000 each year. Additionally, repair costs can be significant over time. The City already has options in place for unleaded fueling with the Placentia-Yorba Linda Unified School District (District) as well as a commercial fueling program in place at SC Fuels. The commercial fuel card program also provides flexibility and the convenience of fueling at various locations both within the City limits and beyond should staff be deployed elsewhere.

One downside to this approach is the City loses the benefit of bulk fuel pricing. When fueling through a commercial fuel card program, the cost per gallon is approximately \$1 more for unleaded fuel. If both USTs are removed, there would also be increased costs for diesel fuel per gallon. The City uses roughly 1,000 gallons of diesel fuel per month.

Following the closure of the unleaded UST, the City opened an account with SC Fuels for a commercial fuel card program. The commercial fuel program allows City vehicles to fuel at SC Fuels stations as well as commercial retail stations. The City receives a small discount when fueling at an SC Fuels branded location versus a commercial retail station where the City pays the full retail price. Based on purchases from when the program was initiated in February 2024 through February 2025, the City pays an average of \$4.566 per gallon for unleaded fuel. During this time, the City purchased 66,171 gallons of fuel and averaged 5,000 gallons of unleaded fuel per month during this period.

The City should realize some savings in purchasing from the District rather than at commercial fueling stations. The District is averaging \$3.59 per gallon in the current fiscal year. Including the 10-cent admin fee, the City would average \$3.69 per gallon, or 87 cents per gallon in savings or approximately \$4,350 per month over the current commercial fuel card rates at SC Fuels. The fueling agreement with the District expires December 31, 2025. If the City were to pursue this replacement option, the agreement with the District would need to be extended and amended to add the option for the City to purchase diesel fuel from the District.

Another con to this option is the lack of fuel at City facilities and the unknown availability of fuel during emergencies or power outages. Without its own fueling facility, there is no guarantee that the City would be able to obtain fuel from another agency or commercial fuel provider. The current commercial fuel provider does not have generators on site nor is that typical of commercial retail stations in general.

The current agreement with District restricts access to the fuel pumps during specific hours so as not to interfere with District fueling activities. The District did agree to make reasonable efforts to supply fuel to the City in emergency situations. However, if there were a large-scale emergency, the District may be required to mobilize its resources which may impact the District's ability to provide fuel to the City.

If there is a power outage, the City relies on diesel-fueled generators to power specific City facilities such as City Hall/Police Station, both fire stations, Public Works Corporate Yard building, and the Public Safety Center buildings. Each generator has a fuel storage tank in

various sizes. If there is a continued power outage or emergency, diesel fuel will be needed to keep the generators running in support of operations.

Option 3: Remove and Replace UST

Under this replacement option, the City would remove the existing UST and replace them both with a single, 10,000-gallon tank split into two, 5,000-gallon sections. The estimated cost for this replacement is \$1,100,000, which includes the \$220,000 removal cost as well as \$880,000 for additional engineering, plans, permits, the new tank, a new dispensing system and additional construction costs.

The benefit of this option is the City can purchase fuel at bulk rate pricing for the next 40 to 50 years. Additionally, the City would manage its own fuel supply to ensure sufficient fuel resources in the event of an emergency. The City would not be reliant on an outside agency or commercial retailer which may not be operational. The City could maintain the account with SC Fuels as a backup should issues with the City's fuel system occur.

Cons to this option are the initial high installation cost and ongoing capital costs. Tanks and related piping leak monitoring stems are prone to periodic failures and require repairs which can be costly. Additionally, there are ongoing monitoring, testing inspection and environmental compliance costs associated with UST systems.

Additional Considerations

Emergency Operations

While determining the replacement option, emergency operations should also be taken into consideration. Based on feedback from the Fire and Life Safety Department (FLSD), it is preferred that the City have the ability to fuel its fleet at a primary and backup location. Additionally, one of the locations should have manual pump ability to be backed up by a generator. Relying on an outside provider during an emergency, earthquake or civil disturbance is not ideal. This would potentially put the City in competition and in line with other agencies and the public. There are also concerns about the ability of a retail provider to obtain fuel during an emergency.

To be adequately prepared for an emergency, FLSD recommends maintaining enough fuel to power the full City fleet of 120 vehicles for a two-week period or roughly 2,500 gallons of unleaded and 500 gallons of diesel fuel.

Fleet Electrification

The City fleet is subject to electrification requirements by the California Air Resources Board's Advanced Clean Fleet regulation which requires vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 pounds to be replaced with zero emission vehicles (ZEV). The City operates under the ZEV Purchase Schedule compliance option which allows the City to operate existing vehicles with no requirement to remove or retire traditional internal combustion engine (ICE) or gas-powered vehicles based on the age of the vehicle, or the miles traveled. Beginning January 1, 2024, 50% of annual purchases of vehicles exceeding 8,500 GVWR must be zero emissions vehicles. The purchase requirement increases to 100% starting January 1, 2027. However, emergency vehicles are exempt from the requirements.

There are 120 vehicles in the City fleet, of which 25 (or 21%) are subject to the Advanced Clean Fleet regulations. Vehicles with GVWR of 8,500 or greater tend to be larger pickup

trucks and heavy equipment such as dump trucks and boom trucks. There are currently limited or no ZEV options to replace equipment in these categories and the City lacks the infrastructure to support additional ZEVs at the Public Works Yard. Additionally, the City does not currently have the capacity to increase power intake at the Civic Center to add vehicle charging stations to accommodate additional ZEVs. The timing and installation of additional chargers and electrical panels power at the Civic Center and Public Works Corporate Yard will depend on available budget as well as Southern California Edison’s grid capacity planning efforts and timelines. Projects of this nature typically take up to two years for installation.

The majority of the City’s fleet is not subject to the Advanced Clean Fleet regulation. Almost half of the City’s fleet, 63 vehicles, belong to Police and FLSD and are considered emergency response vehicles which are not subject to the regulation. Unless regulations change or the City chooses to electrify its emergency fleet, the majority of the City’s fleet remains reliant on fuel to remain operable.

Staff is seeking City Council direction regarding the removal of the UST and the preferred fueling method moving forward.

FY 24/25 Streets Project Scope of Work

Following direction from the February 18, 2025 Council Meeting, staff is providing pavement schedule scenarios for priority area 3 based on the funding availability at that time. A map showing the pavement condition index (PCI) of all streets within priority area 3 is provided for reference as Attachment 1.

Scenario 1 allocates all available state funding for streets towards their treatment. See table below for a funding breakdown, which would provide a total construction budget of \$2,634,140.

Available Funding Source for Street Rehabilitation	Amount
SB1/RMRA	\$1,459,900
Gas Tax	\$210,918
Measure M	\$963,322
Total	\$2,634,140

Due to the condition of the majority of streets within the area, and limited funding available, staff is recommending streets be prioritized based on their condition and their ability to be grouped geographically. Council can refer to Attachment 2 for a complete list of streets within priority area 3 ranked by PCI from lowest (very poor condition) to highest (very good condition). Streets chosen for treatment are identified based on the legend thereon. Moving forward with this selection would result in 350,854 square feet of streets being paved, with a total estimated construction cost of \$2,300,508. Refer to Attachment 3 for a map of the selected streets for funding scenario 1.

Scenario 2 allocates the funding previously described as well as recently unencumbered Measure U funds from the Golden Avenue Bridge project. The Golden Avenue Bridge project was able to secure additional federal funding to supplement its construction cost. See table below for breakdown providing a total construction budget of \$4,978,019.

Available Funding Source for Street Rehabilitation	Amount
SB1/RMRA	\$1,459,900
Gas Tax	\$210,918
Measure M	\$963,322
Measure U	\$2,343,879
Total	\$4,978,019

Due to the increased funding, Staff is recommending a more comprehensive approach. Streets that are good candidates for preventative maintenance, but at a point where within the next 7 years they may deteriorate to a point where preventative maintenance is no longer a viable option, will receive routine maintenance treatment. The remaining funding would then be allocated towards streets prioritized based on condition and their proximity to one another, similar to scenario 1. The appropriate application of preventative maintenance measures ensures cost effective pavement management since its significantly cheaper than pavement rehabilitation and reconstruction. See Attachment 4 for a complete list of streets within priority area 3 sorted by PCI. Those recommended for treatment are identified by the legend thereon. Applying this pavement treatment methodology would result in 393,770 square of streets receiving preventative maintenance and 649,154 square feet of streets receiving pavement rehabilitation for a total construction cost of \$4,320,265. Refer to Attachment 5 for a map showing streets recommended for treatment based on funding scenario 2.

Staff also provided a list of other Measure U priority projects identified by staff for Council's consideration should they decide to allocate the recently unencumbered funds from the Golden Avenue Bridge project towards another CIP project. These projects are shown in Attachment 6.

Fiscal Impact Summary:

Fiscal Impact:

The fiscal impact will be determined with final adoption of the FY 2025-26 CIP Budget.

Attachments

- [Attachment 1 - Priority Area 3 PCI Map.pdf](#)
- [Attachment 2 - Scenario 1 List of Proposed Streets.pdf](#)
- [Attachment 3 - Scenario 1 Map of Proposed Streets.pdf](#)
- [Attachment 4 - Scenario 2 List of Proposed Streets.pdf](#)
- [Attachment 5 - Scenario 2 Map of Proposed Streets.pdf](#)
- [Attachment 6 - Measure U Project Priority List.pdf](#)



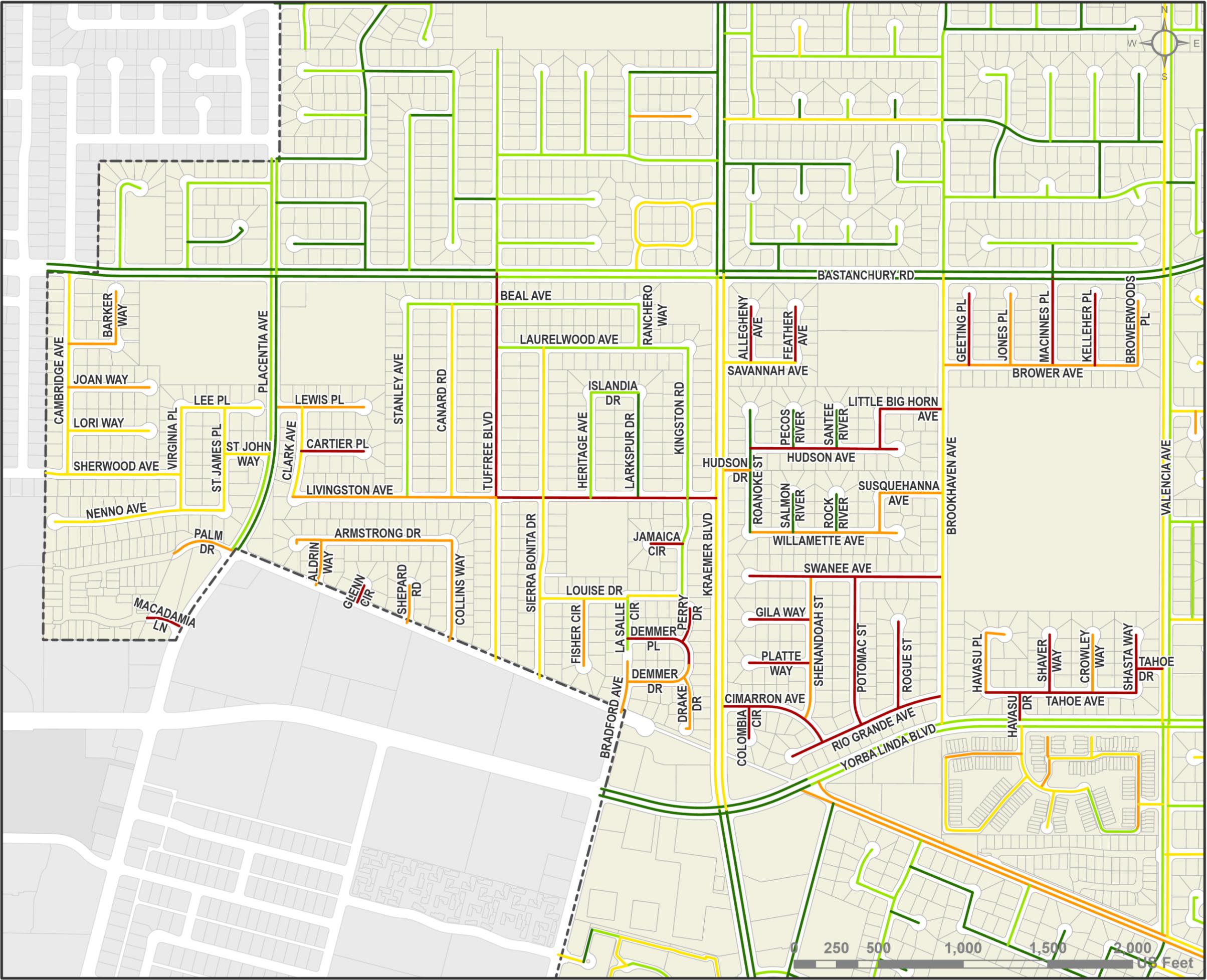
2024 Pavement Condition Index Map

Public Works Department

Pavement Condition Index (PCI)

- 86 - 100 (Very Good)
- 75 - 85 (Good)
- 60 - 74 (Fair)
- 41 - 59 (Poor)
- 0 - 40 (Very Poor)

PCI Prepared By BUCKNAM



This map is for general reference only and may not reflect recent changes or improvements. The Public Works staff should be consulted for the most current information.

Development Services Department, Planning Division, GIS



SCENARIO 1

Name	From	To	Func. Class	Length	Width	Area	Insp. Date	PCI	Maint. Type	Total \$
Livingston Avenue - 110450	Kraemer Boulevard	Tuffree Boulevard	R - Residential/Local	1,322	36	47,592	11/29/23	19	AC Recon	\$571,104
Jamaica Circle - 110330	Kingston Road	CDS	R - Residential/Local	225	32	7,200	1/4/24	25	AC Recon	\$86,400
Rogue Street - 212420	Rio Grande Avenue	CDS	R - Residential/Local	559	32	19,734	1/4/24	27	AC Grind-Overlay	\$108,537
Glenn Circle - 110280	Palm Drive	CDS	R - Residential/Local	157	32	6,870	1/8/24	29	AC Grind-Overlay	\$37,785
Potomac Street - 212310	Rio Grande Avenue	Swanee Avenue	R - Residential/Local	885	36	31,860	1/4/24	30	AC Grind-Overlay	\$175,230
Rio Grande Avenue - 212380	Brookhaven Avenue	CDS	R - Residential/Local	999	36	37,810	1/4/24	30	AC Grind-Overlay	\$207,955
Gila Way - 211540	Shenandoah Street	CDS	R - Residential/Local	398	32	14,582	1/4/24	31	AC Grind-Overlay	\$80,201
Macadamia Ln - 110495	Placentia Ave	175' W/ Placentia Ave	R - Residential/Local	171	36	6,156	1/24/24	31	AC Grind-Overlay	\$33,858
Platte Way - 212290	Shenandoah Street	CDS	R - Residential/Local	397	32	14,550	1/4/24	31	AC Grind-Overlay	\$80,025
Tahoe Avenue - 212740	Valencia Avenue	Shasta Way	R - Residential/Local	172	36	6,192	1/5/24	32	AC Grind-Overlay	\$34,056
Allegheny Avenue - 210870	Savannah Avenue	CDS	R - Residential/Local	365	32	13,526	1/4/24	33	AC Grind-Overlay	\$74,393
Mac Innes Place - 211990	Bastanchury Road	Brower Avenue	R - Residential/Local	538	36	19,368	1/4/24	33	AC Grind-Overlay	\$106,524
Colombia Circle - 211410	Cimarron Avenue	CDS	R - Residential/Local	223	32	8,982	1/4/24	34	AC Grind-Overlay	\$49,401
Shasta Way - 212530	Tahoe Avenue	CDS	R - Residential/Local	360	32	13,366	1/5/24	35	AC Grind-Overlay	\$73,513
Tuffree Boulevard - 110780	Livingston Avenue	Bastanchury Road	R - Residential/Local	1,312	36	47,232	11/29/23	35	AC Grind-Overlay	\$259,776
Cimarron Avenue - 211370	Rio Grande Avenue	Kraemer Boulevard	R - Residential/Local	743	36	26,748	1/4/24	36	AC Grind-Overlay	\$147,114
Perry Drive - 110600	Demmer Place	CDS	R - Residential/Local	258	32	10,102	1/4/24	36	AC Grind-Overlay	\$55,561
Tahoe Avenue - 212730	Havasu Place	Shasta Way	R - Residential/Local	882	36	31,752	1/24/24	36	AC Grind-Overlay	\$174,636
Feather Avenue - 211500	Savannah Avenue	CDS	R - Residential/Local	349	32	13,014	1/4/24	37	AC Grind-Overlay	\$91,577
Geeting Place - 211520	Brower Avenue	CDS	R - Residential/Local	461	32	16,598	1/4/24	37	AC Grind-Overlay	\$71,289
Shaver Way - 212540	Tahoe Avenue	CDS	R - Residential/Local	364	32	13,494	1/5/24	37	AC Grind-Overlay	\$74,217
Havasu Drive - 211700	Yorba Linda Blvd.	Tahoe Avenue	R - Residential/Local	185	40	7,400	1/5/24	38	AC Grind-Overlay	\$40,700
Kelleher Place - 211860	Brower Avenue	CDS	R - Residential/Local	446	32	16,118	1/4/24	38	AC Grind-Overlay	\$88,649
Cartier Place - 110130	Clark Avenue	CDS	R - Residential/Local	427	32	15,510	1/8/24	39	AC Grind-Overlay	\$85,305
Swanee Avenue - 212690	Brookhaven Avenue	CDS	R - Residential/Local	1,198	36	44,974	1/4/24	39	AC Grind-Overlay	\$247,357
Demmer Drive - 110190	Bradford Avenue	Demmer Place	R - Residential/Local	584	32	18,688	1/4/24	40	AC Grind-Overlay	\$102,784
Demmer Place - 110200	Demmer Drive	La Salle Circle	R - Residential/Local	330	32	10,560	1/4/24	41	AC Grind-Overlay	\$58,080
Shenandoah Street - 212570	Cimarron Avenue	Swanee Avenue	R - Residential/Local	862	36	31,032	1/4/24	42	AC Grind-Overlay	\$170,676
Crowley Way - 211440	Tahoe Avenue	CDS	R - Residential/Local	365	32	13,526	1/5/24	43	AC Grind-Overlay	\$74,393
Lewis Place - 110440	Placentia Avenue	CDS	R - Residential/Local	588	32	20,662	1/8/24	43	AC Grind-Overlay	\$113,641
Bradford Avenue - 110090	Palm Drive	North End	R - Residential/Local	326	36	11,736	1/4/24	45	AC Grind-Overlay	\$64,548
Drake Drive - 110210	Demmer Drive	CDS	R - Residential/Local	370	32	13,686	1/4/24	45	AC Grind-Overlay	\$75,273
Jones Place - 211840	Brower Avenue	CDS	R - Residential/Local	443	32	16,022	1/4/24	48	AC Grind-Overlay	\$88,121
Collins Way - 110180	Palm Drive	Armstrong Drive	R - Residential/Local	605	36	21,780	1/8/24	49	AC Grind-Overlay	\$119,790
Brower Avenue - 211160	Brookhaven Avenue	CDS	R - Residential/Local	1,450	36	54,046	1/4/24	50	AC Grind-Overlay	\$297,253
Havasu Place - 211710	Tahoe Avenue	CDS	R - Residential/Local	454	32	16,374	1/5/24	50	AC Grind-Overlay	\$90,057
Barker Way - 110040	Cambridge Avenue	CDS	R - Residential/Local	632	32	23,916	12/7/23	51	AC Grind-Overlay	\$131,538
Shepard Circle - 110700	Palm Drive	CDS	R - Residential/Local	281	32	10,838	1/8/24	51	AC Grind-Overlay	\$59,609
Aldrin Way - 110020	Arnstrong Drive	Palm Drive	R - Residential/Local	305	36	10,980	1/8/24	52	AC Grind-Overlay	\$60,390
Fisher Circle - 110220	Louise Drive	CDS	R - Residential/Local	430	32	15,606	1/4/24	52	AC Grind-Overlay	\$85,833
Livingston Avenue - 110460	Tuffree Boulevard	Clark Avenue	R - Residential/Local	1,188	36	42,768	1/8/24	52	AC Grind-Overlay	\$235,224
Armstrong Drive - 110030	Collins Way	CDS	R - Residential/Local	953	36	36,154	1/8/24	54	AC Grind-Overlay	\$198,847
Joan Way - 110340	Cambridge Avenue	CDS	R - Residential/Local	526	32	18,678	1/24/24	56	AC Grind-Overlay	\$102,729
Palm Drive - 318310	Placentia Ave	340' W/ Placentia Ave	R - Residential/Local	336	36	12,295	1/8/24	59	AC Grind-Overlay	\$67,623
Kraemer Boulevard (S/B)	N/S Bastanchury Road	N/S Yorba Linda Blvd.	A - Arterial	3,176	32	114,232	1/16/24	60	Grind - ARHM	\$628,276
Sherwood Avenue - 110710	West City Limits	Virginia Place	R - Residential/Local	794	36	28,584	12/7/23	60	AC Grind-Overlay	\$157,212

- REHABILITATION

SCENARIO 1

Name	From	To	Func. Class	Length	Width	Area	Insp. Date	PCI	Maint. Type	Total \$
Cambridge Avenue - 110100	Bastanchury Road	Sherwood Avenue	R - Residential/Local	1,218	32	38,976	12/7/23	61	AC Grind-Overlay	\$214,368
Clark Avenue - 110170	Livingston Avenue	Lewis Place	R - Residential/Local	505	32	16,160	1/8/24	62	AC Grind-Overlay	\$88,880
Kraemer Boulevard (N/B)	N/S Yorba Linda Blvd.	N/S Bastanchury Road	A - Arterial	3,176	32	114,832	1/16/24	64	Grind - ARHM	\$631,576
Lori Way - 110480	Cambridge Avenue	CDS	R - Residential/Local	528	32	18,742	12/7/23	65	Type II Slurry	\$18,742
Savannah Avenue - 212480	Kraemer Boulevard	Feather Avenue	R - Residential/Local	458	36	16,488	1/4/24	66	Type II Slurry	\$16,488
Virginia Place - 110810	Nenno Avenue	Lee Place	R - Residential/Local	603	32	21,142	12/7/23	66	AC Grind-Overlay	\$116,281
Lee Place - 110430	Virginia Place	CDS	R - Residential/Local	454	32	16,374	12/7/23	67	AC Grind-Overlay	\$90,057
Nenno Avenue - 110580	St. James Place	CDS	R - Residential/Local	1,023	32	36,428	12/7/23	67	AC Grind-Overlay	\$200,354
St. John Way - 110750	St. James Place	Placentia Avenue	R - Residential/Local	315	32	10,080	12/7/23	68	AC Grind-Overlay	\$55,440
Canard Avenue - 110110	Livingston Avenue	Beal Avenue	R - Residential/Local	1,141	32	36,512	1/8/24	71	Type II Slurry	\$36,512
Sierra Bonita Drive - 110720	Laurelwood Avenue	Livingston Avenue	R - Residential/Local	885	32	28,320	1/4/24	71	Type II Slurry	\$28,320
St. James Place - 110740	Lee Place	Nenno Avenue	R - Residential/Local	603	32	19,296	12/7/23	71	Type II Slurry	\$19,296
Tuffree Boulevard - 110770	Palm Drive	Livingston Avenue	R - Residential/Local	962	36	34,632	11/29/23	71	Type II Slurry	\$34,632
Brookhaven Avenue - 211080	Bastanchury Road	Yorba Linda Blvd.	R - Residential/Local	2,666	36	95,976	1/4/24	72	Type II Slurry	\$95,976
Louise Drive - 110490	Kingston Road	Sierra Bonita	R - Residential/Local	834	36	30,024	1/4/24	74	Type II Slurry	\$30,024
Sierra Bonita Drive - 110730	Palm Drive	Livingston Avenue	R - Residential/Local	1,082	36	38,952	1/4/24	74	Type II Slurry	\$38,952
Beal Avenue - 110050	Tuffree Boulevard	Ranchero Way	R - Residential/Local	827	32	26,464	1/8/24	75	Type II Slurry	\$26,464
Heritage Avenue - 110290	Livingston Avenue	Islandia Drive	R - Residential/Local	617	32	21,590	1/4/24	75	Type II Slurry	\$21,590
Stanley Avenue - 110760	Beal Avenue	Livingston Avenue	R - Residential/Local	1,132	32	36,224	1/8/24	75	Type II Slurry	\$36,224
Kingston Road - 110390	Livingston Avenue	Laurelwood Avenue	R - Residential/Local	880	36	33,526	1/4/24	76	Type II Slurry	\$33,526
Beal Avenue - 110060	Tuffree Boulevard	Stanley Avenue	R - Residential/Local	537	32	19,030	1/8/24	77	Type II Slurry	\$19,030
Laurelwood Avenue - 110420	Kingston Road	Tuffree Boulevard	R - Residential/Local	1,124	36	40,464	1/4/24	77	Type II Slurry	\$40,464
Kingston Road - 110380	Louise Avenue	Livingston Avenue	R - Residential/Local	585	36	21,060	1/4/24	79	Type II Slurry	\$21,060
LaSalle Circle - 110410	South End	Louise Drive	R - Residential/Local	303	36	10,908	1/4/24	79	Type II Slurry	\$10,908
Ranchero Way - 110610	Beal Avenue	Laurelwood Avenue	R - Residential/Local	241	32	9,558	1/8/24	80	Type II Slurry	\$9,558
Islandia Drive - 110320	Heritage Avenue	Larkspur Drive	R - Residential/Local	256	32	8,192	1/4/24	83	Type II Slurry	\$8,192
Placentia Avenue (S/B)	N/S Bastanchury Road	N/S Palm Drive	A - Arterial	1,690	30	50,700	1/8/24	83	Type II Slurry	\$50,700
Placentia Avenue (N/B)	N/S Palm Drive	N/S Bastanchury Road	A - Arterial	1,690	30	50,700	1/8/24	87	Type II Slurry	\$50,700
Larkspur Drive - 110400	Islandia Drive	Livingston Avenue	R - Residential/Local	597	32	20,950	1/4/24	89	Type II Slurry	\$20,950
				10.5		1,955,193				\$8,102,324

- REHABILITATION

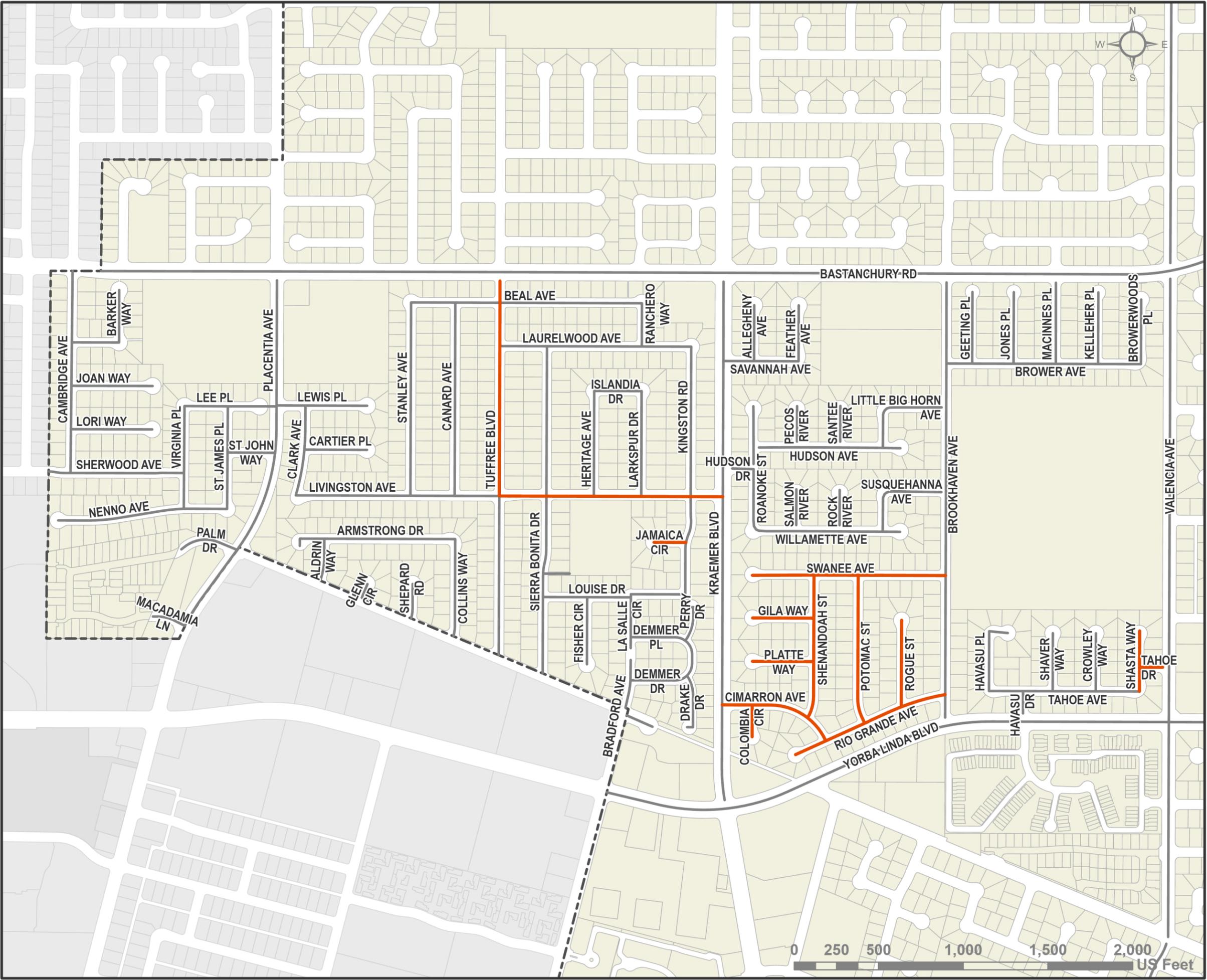


ROADWAY REHABILITATION PROJECT FY 2024-25

"No Street Left Behind"

Public Works Department
March 25, 2025

Fiscal Years : 2024-2025
— Proposed Project Streets
Total Sq. Ft : 350,854



This map is for general reference only and may not reflect recent changes or improvements. The Public Works staff should be consulted for the most current information.

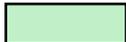
SCENARIO 2

Name	From	To	Func. Class	Length	Width	Area	Insp. Date	PCI	Maint. Type	Total \$
Livingston Avenue - 110450	Kraemer Boulevard	Tuffree Boulevard	R - Residential/Local	1,322	36	47,592	11/29/23	19	AC Recon	\$571,104
Jamaica Circle - 110330	Kingston Road	CDS	R - Residential/Local	225	32	7,200	1/4/24	25	AC Recon	\$86,400
Rogue Street - 212420	Rio Grande Avenue	CDS	R - Residential/Local	559	32	19,734	1/4/24	27	AC Grind-Overlay	\$108,537
Glenn Circle - 110280	Palm Drive	CDS	R - Residential/Local	157	32	6,870	1/8/24	29	AC Grind-Overlay	\$37,785
Potomac Street - 212310	Rio Grande Avenue	Swanee Avenue	R - Residential/Local	885	36	31,860	1/4/24	30	AC Grind-Overlay	\$175,230
Rio Grande Avenue - 212380	Brookhaven Avenue	CDS	R - Residential/Local	999	36	37,810	1/4/24	30	AC Grind-Overlay	\$207,955
Gila Way - 211540	Shenandoah Street	CDS	R - Residential/Local	398	32	14,582	1/4/24	31	AC Grind-Overlay	\$80,201
Macadamia Ln - 110495	Placentia Ave	175' W/ Placentia Ave	R - Residential/Local	171	36	6,156	1/24/24	31	AC Grind-Overlay	\$33,858
Platte Way - 212290	Shenandoah Street	CDS	R - Residential/Local	397	32	14,550	1/4/24	31	AC Grind-Overlay	\$80,025
Tahoe Avenue - 212740	Valencia Avenue	Shasta Way	R - Residential/Local	172	36	6,192	1/5/24	32	AC Grind-Overlay	\$34,056
Allegheny Avenue - 210870	Savannah Avenue	CDS	R - Residential/Local	365	32	13,526	1/4/24	33	AC Grind-Overlay	\$74,393
Mac Innes Place - 211990	Bastanchury Road	Brower Avenue	R - Residential/Local	538	36	19,368	1/4/24	33	AC Grind-Overlay	\$106,524
Colombia Circle - 211410	Cimarron Avenue	CDS	R - Residential/Local	223	32	8,982	1/4/24	34	AC Grind-Overlay	\$49,401
Shasta Way - 212530	Tahoe Avenue	CDS	R - Residential/Local	360	32	13,366	1/5/24	35	AC Grind-Overlay	\$73,513
Tuffree Boulevard - 110780	Livingston Avenue	Bastanchury Road	R - Residential/Local	1,312	36	47,232	11/29/23	35	AC Grind-Overlay	\$259,776
Cimarron Avenue - 211370	Rio Grande Avenue	Kraemer Boulevard	R - Residential/Local	743	36	26,748	1/4/24	36	AC Grind-Overlay	\$147,114
Perry Drive - 110600	Demmer Place	CDS	R - Residential/Local	258	32	10,102	1/4/24	36	AC Grind-Overlay	\$55,561
Tahoe Avenue - 212730	Havasu Place	Shasta Way	R - Residential/Local	882	36	31,752	1/24/24	36	AC Grind-Overlay	\$174,636
Feather Avenue - 211500	Savannah Avenue	CDS	R - Residential/Local	349	32	13,014	1/4/24	37	AC Grind-Overlay	\$71,577
Geeting Place - 211520	Brower Avenue	CDS	R - Residential/Local	461	32	16,598	1/4/24	37	AC Grind-Overlay	\$91,289
Shaver Way - 212540	Tahoe Avenue	CDS	R - Residential/Local	364	32	13,494	1/5/24	37	AC Grind-Overlay	\$74,217
Havasu Drive - 211700	Yorba Linda Blvd.	Tahoe Avenue	R - Residential/Local	185	40	7,400	1/5/24	38	AC Grind-Overlay	\$40,700
Kelleher Place - 211860	Brower Avenue	CDS	R - Residential/Local	446	32	16,118	1/4/24	38	AC Grind-Overlay	\$88,649
Cartier Place - 110130	Clark Avenue	CDS	R - Residential/Local	427	32	15,510	1/8/24	39	AC Grind-Overlay	\$85,305
Swanee Avenue - 212690	Brookhaven Avenue	CDS	R - Residential/Local	1,198	36	44,974	1/4/24	39	AC Grind-Overlay	\$247,357
Demmer Drive - 110190	Bradford Avenue	Demmer Place	R - Residential/Local	584	32	18,688	1/4/24	40	AC Grind-Overlay	\$102,784
Demmer Place - 110200	Demmer Drive	La Salle Circle	R - Residential/Local	330	32	10,560	1/4/24	41	AC Grind-Overlay	\$58,080
Shenandoah Street - 212570	Cimarron Avenue	Swanee Avenue	R - Residential/Local	862	36	31,032	1/4/24	42	AC Grind-Overlay	\$170,676
Crowley Way - 211440	Tahoe Avenue	CDS	R - Residential/Local	365	32	13,526	1/5/24	43	AC Grind-Overlay	\$74,393
Lewis Place - 110440	Placentia Avenue	CDS	R - Residential/Local	588	32	20,662	1/8/24	43	AC Grind-Overlay	\$113,641
Bradford Avenue - 110090	Palm Drive	North End	R - Residential/Local	326	36	11,736	1/4/24	45	AC Grind-Overlay	\$64,548
Drake Drive - 110210	Demmer Drive	CDS	R - Residential/Local	370	32	13,686	1/4/24	45	AC Grind-Overlay	\$75,273
Jones Place - 211840	Brower Avenue	CDS	R - Residential/Local	443	32	16,022	1/4/24	48	AC Grind-Overlay	\$88,121
Collins Way - 110180	Palm Drive	Armstrong Drive	R - Residential/Local	605	36	21,780	1/8/24	49	AC Grind-Overlay	\$119,790
Brower Avenue - 211160	Brookhaven Avenue	CDS	R - Residential/Local	1,450	36	54,046	1/4/24	50	AC Grind-Overlay	\$297,253
Havasu Place - 211710	Tahoe Avenue	CDS	R - Residential/Local	454	32	16,374	1/5/24	50	AC Grind-Overlay	\$90,057
Barker Way - 110040	Cambridge Avenue	CDS	R - Residential/Local	632	32	23,916	12/7/23	51	AC Grind-Overlay	\$131,538
Shepard Circle - 110700	Palm Drive	CDS	R - Residential/Local	281	32	10,838	1/8/24	51	AC Grind-Overlay	\$59,609
Aldrin Way - 110020	Arnstrong Drive	Palm Drive	R - Residential/Local	305	36	10,980	1/8/24	52	AC Grind-Overlay	\$60,390
Fisher Circle - 110220	Louise Drive	CDS	R - Residential/Local	430	32	15,606	1/4/24	52	AC Grind-Overlay	\$85,833
Livingston Avenue - 110460	Tuffree Boulevard	Clark Avenue	R - Residential/Local	1,188	36	42,768	1/8/24	52	AC Grind-Overlay	\$235,224
Armstrong Drive - 110030	Collins Way	CDS	R - Residential/Local	953	36	36,154	1/8/24	54	AC Grind-Overlay	\$198,847
Joan Way - 110340	Cambridge Avenue	CDS	R - Residential/Local	526	32	18,678	1/24/24	56	AC Grind-Overlay	\$102,729
Palm Drive - 318310	Placentia Ave	340' W/ Placentia Ave	R - Residential/Local	336	36	12,295	1/8/24	59	AC Grind-Overlay	\$67,623
Kraemer Boulevard (S/B)	N/S Bastanchury Road	N/S Yorba Linda Blvd.	A - Arterial	3,176	32	114,232	1/16/24	60	Grind - ARHM	\$628,276
Sherwood Avenue - 110710	West City Limits	Virginia Place	R - Residential/Local	794	36	28,584	12/7/23	60	AC Grind-Overlay	\$157,212

- REHABILITATION

SCENARIO 2

Name	From	To	Func. Class	Length	Width	Area	Insp. Date	PCI	Maint. Type	Total \$
Cambridge Avenue - 110100	Bastanchury Road	Sherwood Avenue	R - Residential/Local	1,218	32	38,976	12/7/23	61	AC Grind-Overlay	\$214,368
Clark Avenue - 110170	Livingston Avenue	Lewis Place	R - Residential/Local	505	32	16,160	1/8/24	62	AC Grind-Overlay	\$88,880
Kraemer Boulevard (N/B)	N/S Yorba Linda Blvd.	N/S Bastanchury Road	A - Arterial	3,176	32	114,832	1/16/24	64	Grind - ARHM	\$631,576
Lori Way - 110480	Cambridge Avenue	CDS	R - Residential/Local	528	32	18,742	12/7/23	65	Type II Slurry	\$18,742
Savannah Avenue - 212480	Kraemer Boulevard	Feather Avenue	R - Residential/Local	458	36	16,488	1/4/24	66	Type II Slurry	\$16,488
Virginia Place - 110810	Nenno Avenue	Lee Place	R - Residential/Local	603	32	21,142	12/7/23	66	AC Grind-Overlay	\$116,281
Lee Place - 110430	Virginia Place	CDS	R - Residential/Local	454	32	16,374	12/7/23	67	AC Grind-Overlay	\$90,057
Nenno Avenue - 110580	St. James Place	CDS	R - Residential/Local	1,023	32	36,428	12/7/23	67	AC Grind-Overlay	\$200,354
St. John Way - 110750	St. James Place	Placentia Avenue	R - Residential/Local	315	32	10,080	12/7/23	68	AC Grind-Overlay	\$55,440
Canard Avenue - 110110	Livingston Avenue	Beal Avenue	R - Residential/Local	1,141	32	36,512	1/8/24	71	Type II Slurry	\$36,512
Sierra Bonita Drive - 110720	Laurelwood Avenue	Livingston Avenue	R - Residential/Local	885	32	28,320	1/4/24	71	Type II Slurry	\$28,320
St. James Place - 110740	Lee Place	Nenno Avenue	R - Residential/Local	603	32	19,296	12/7/23	71	Type II Slurry	\$19,296
Tuffree Boulevard - 110770	Palm Drive	Livingston Avenue	R - Residential/Local	962	36	34,632	11/29/23	71	Type II Slurry	\$34,632
Brookhaven Avenue - 211080	Bastanchury Road	Yorba Linda Blvd.	R - Residential/Local	2,666	36	95,976	1/4/24	72	Type II Slurry	\$95,976
Louise Drive - 110490	Kingston Road	Sierra Bonita	R - Residential/Local	834	36	30,024	1/4/24	74	Type II Slurry	\$30,024
Sierra Bonita Drive - 110730	Palm Drive	Livingston Avenue	R - Residential/Local	1,082	36	38,952	1/4/24	74	Type II Slurry	\$38,952
Beal Avenue - 110050	Tuffree Boulevard	Ranchero Way	R - Residential/Local	827	32	26,464	1/8/24	75	Type II Slurry	\$26,464
Heritage Avenue - 110290	Livingston Avenue	Islandia Drive	R - Residential/Local	617	32	21,590	1/4/24	75	Type II Slurry	\$21,590
Stanley Avenue - 110760	Beal Avenue	Livingston Avenue	R - Residential/Local	1,132	32	36,224	1/8/24	75	Type II Slurry	\$36,224
Kingston Road - 110390	Livingston Avenue	Laurelwood Avenue	R - Residential/Local	880	36	33,526	1/4/24	76	Type II Slurry	\$33,526
Beal Avenue - 110060	Tuffree Boulevard	Stanley Avenue	R - Residential/Local	537	32	19,030	1/8/24	77	Type II Slurry	\$19,030
Laurelwood Avenue - 110420	Kingston Road	Tuffree Boulevard	R - Residential/Local	1,124	36	40,464	1/4/24	77	Type II Slurry	\$40,464
Kingston Road - 110380	Louise Avenue	Livingston Avenue	R - Residential/Local	585	36	21,060	1/4/24	79	Type II Slurry	\$21,060
LaSalle Circle - 110410	South End	Louise Drive	R - Residential/Local	303	36	10,908	1/4/24	79	Type II Slurry	\$10,908
Ranchero Way - 110610	Beal Avenue	Laurelwood Avenue	R - Residential/Local	241	32	9,558	1/8/24	80	Type II Slurry	\$9,558
Islandia Drive - 110320	Heritage Avenue	Larkspur Drive	R - Residential/Local	256	32	8,192	1/4/24	83	Type II Slurry	\$8,192
Placentia Avenue (S/B)	N/S Bastanchury Road	N/S Palm Drive	A - Arterial	1,690	30	50,700	1/8/24	83	Type II Slurry	\$50,700
Placentia Avenue (N/B)	N/S Palm Drive	N/S Bastanchury Road	A - Arterial	1,690	30	50,700	1/8/24	87	Type II Slurry	\$50,700
Larkspur Drive - 110400	Islandia Drive	Livingston Avenue	R - Residential/Local	597	32	20,950	1/4/24	89	Type II Slurry	\$20,950
				10.5		1,955,193				\$8,102,324



- PREVENTATIVE MAINTENANCE



ROADWAY REHABILITATION PROJECT FY 2024-25

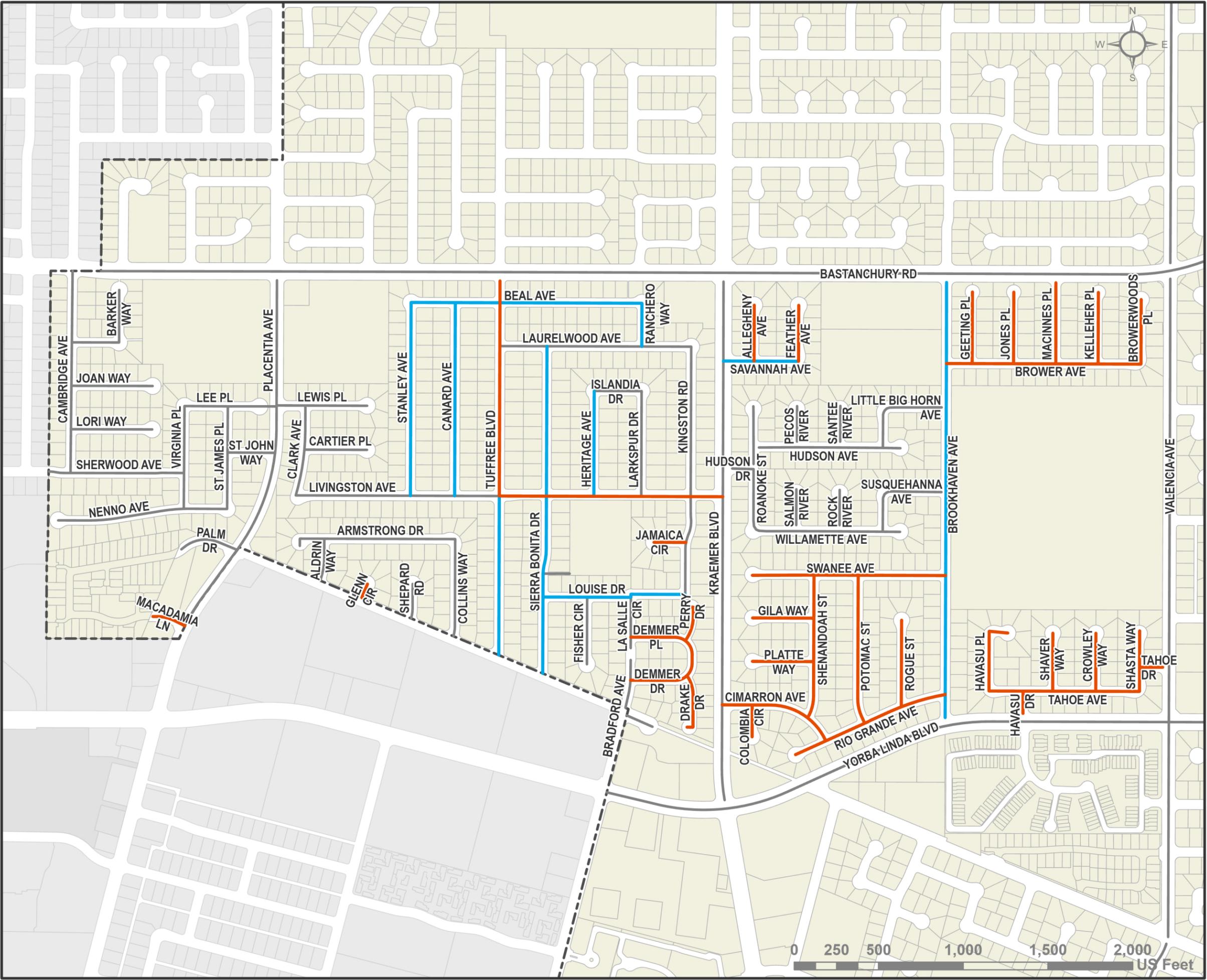
"No Street Left Behind"

Public Works Department
March 25, 2025

Fiscal Years : 2024-2025

- Proposed Streets_Preventative Maintenance
- Proposed Streets_Rehabilitation

Total Sq. Ft :
 393,770 (Preventative Maintenance)
 649,154 (Rehabilitation)



This map is for general reference only and may not reflect recent changes or improvements. The Public Works staff should be consulted for the most current information.

MEASURE U PROJECT PRIORITY LIST

Project Type	Project Name	Measure U Funding Request	Public Health (Max 30)	Regulatory (Max 20)	Strategic Plan (Max 15)	Deferred Maint. (Max 15)	Master Plan (Max 10)	Bonus (Max 10)	Total Score
Streets & Streetscapes	Old Town Streetscape Improvements	\$ 1,150,000	30	20	15	15	10	10	100
City Buildings & Facilities	Fire Station 1 Maintenance and Safety Upgrades	\$ 30,984	30	20	15	15	10	5	95
Sewer	Old Town Sewer Rehabilitation	\$ 1,586,564	30	20	15	15	10	5	95
City Buildings & Facilities	City Hall Roof Repairs	\$ 1,000,000	20	20	10	15	10	20	95
Storm Drain	Kevin Way Storm Drain Improvements	\$ 241,235	30	10	15	15	10	5	85
City Buildings & Facilities	City Yard Repaving	\$ 200,000	30	15	15	15	0	5	80
Streets & Streetscapes	FY 25-26 Annual Sidewalk and Curb Ramp Repairs	\$ 300,000	30	10	15	15	0	10	80
Technology	Enterprise Camera and Security Upgrades	\$ 4,465	30	0	15	15	10	10	80
Technology	2FA / Single Sign-On Implementation	\$ 25,000	30	20	15	0	10	0	75
Streets & Streetscapes	FY 25-26 Annual Tree Planting	\$ 30,000	15	20	15	0	10	10	70
Technology	Software Additions, Upgrades & IT Operations	\$ 75,000	20	10	15	10	10	5	70
Traffic and Transportation Ops	Citywide Signal Hardware Upgrades	\$ 95,152	30	10	15	0	10	5	70
City Buildings & Facilities	PD Women's Locker Room	\$ 1,700,000	15	20	15	10	0	5	65
Vehicles and Equipment	Backhoe Replacement	\$ 99,648	30	0	15	15	0	5	65
Major Studies	Economic Development Strategic Plan	\$ 130,000	15	10	15	0	10	10	60
Vehicles and Equipment	Public Works Ford Ranger Replacements (3)	\$ 150,000	20	10	10	15	0	5	60
Streets & Streetscapes	Orangethorpe Median Restoration	\$ 100,000	0	0	15	15	0	5	35
Streets & Streetscapes	LMD Median Restoration Project	\$ 100,000	0	0	15	15	0	5	35
Vehicles and Equipment	Custodial Cargo Van	\$ 60,000	15	0	0	15	0	5	35



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Lydie Gutfeld

From: Community Services

Subject:

Event Fee Waiver Request and Resolution No. 2025-09, Authorizing the Temporary Suspension of the Ordinance Pertaining to the operation of the California Celtic Festival Fundraiser event on Saturday, June 15, 2025 at Kraemer Memorial Park

Financial Impact:

Fiscal Impact:

Facility Use Fees: \$5,042

Staffing: \$5,500

Damage Deposit: \$614

Total Fiscal Impact: \$11,156

Summary:

This year, the California Celtic Festival is requesting to partner with the City of Placentia (City) to plan and implement the “Lovers of Celtic Culture” Fundraiser event to be held on Saturday, June 14, 2025, from 12:00 p.m. to 8:00 p.m. and on Sunday, June 15, 2025 from 12:00 p.m. to 7:00 p.m. at Kraemer Memorial Park, located at 201 N. Bradford Ave. This will mark the first year that the festival will be held in Placentia. At the February 18, 2025 meeting, the leaders of the California Celtic Festival asked for waiver of all event fees from City Council totaling \$11,156. In addition, Council must consider approval for the attached resolution which suspends (for the duration of the event) the Municipal Code sections pertaining to the controlled use of alcohol on public property and to the use of amplified music which may exceed the noise standards during the “Lovers of Celtic Culture” Fundraiser event.

Recommendation:

Recommendation:

It is recommended that City Council take the following actions:

1. Approve a facility rental/use agreement with the California Celtic Festival to host the annual “Lovers of Celtic Culture” fundraiser event at Kraemer Memorial Park and authorize the City Administrator or designee to execute all applicable documents; and
2. Adopt Resolution No. R-2025-09, A Resolution of the City Council of the City of Placentia Authorizing the Temporary Suspension of Regulatory Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code for the operation of the “Lovers of Celtic Culture” fundraiser event on June 14, 2025, and on June 15, 2025 at Kraemer Memorial Park located at 201 N. Bradford Avenue; and
3. Approve staff recommendation to waive facility use/rental and fees for the use of

Kraemer Memorial Park and not staff costs or the damage deposit associated with the operation of the event.

Alternate Recommendation:

Recommendation Actions: 1 and 2 above; and

Approve the request from California Celtic Festival to waive all facility use costs of \$5,042, staffing costs of \$5,500, and damage deposit costs of \$614, totaling \$11,156.

Strategic Plan Statement:

This item is consistent with the Strategic Plan Goal 4 to increase community engagement by partnering with outside organizations and allowing them to have events at our community park which will enhance community participation.

Discussion:

The goal of the event is to raise funds for the benefit of families of first responders and veterans in need. All proceeds from the event will go towards the Orange County Law Enforcement Emerald Society (OCLEES). Traditionally, the City has supported various community organizations by co-sponsoring community events that benefit local non-profits or enhance the quality of life in Placentia. Typically, the City provides Community Services personnel and or Public Works personnel to assist at the event by overseeing the maintenance of the facility, park, and restrooms throughout the event. Additionally, the Fire Life and Safety Department has supported similar events by providing review and approval of the proposed event logistical layout and setup. After further review from expenditures from last year's event and the City's current fiscal state in addition to the size of the event and the multi-day format, Staff recommends that the City Council waive the facility use fees totaling \$5,042 and do not approve the waiver request for the Staff costs (\$5,500) or the damage deposit (\$614) for use of the park totaling \$6,114. There is no current approved budget for this event and partnership.

Similar events have the potential to generate revenue for the City, depending on the level of co-sponsorship provided. In this case, the California Celtic Festival would retain 100% of the proceeds to be distributed to OCLEES. Should the City Council approve the event as currently agreed upon, the City will not retain revenue from the event and will provide assistance from the Community Services Department, Fire and Life Safety Department, and the Police Department for the implementation of the event.

The event will encompass a large portion of the open park space and include food areas, a beer and wine garden, live band performances, dance performances, as well as craft and vendor booths. The sale and consumption of alcohol on public property and the use of amplified sound requires the temporary suspension of certain City regulatory ordinances. This item requests the adoption of a resolution temporarily suspending certain regulatory ordinances of the Placentia Municipal Code to allow for music and alcohol to be permitted at the "Lovers of Celtic Culture" festival Fundraiser event located at Kraemer Memorial Park from 12:00 p.m. to 8:00 p.m. on Saturday, June 14, 2025, and from 12:00 p.m. to 7:00 p.m. on Sunday, June 15, 2025. Additionally, this item requests that the City Council consider granting a fee waiver for the staff costs and facility use fees associated with the implementation of the event and use of Kraemer Memorial Park, as requested by the CCF. Staff supports hosting the festival at Kraemer Memorial Park and recommends approval of the event.

The attached resolution suspends (for the duration of the event) the Municipal Code sections

pertaining to the controlled use of alcohol on public property and to the use of amplified music which may exceed the noise standards during the “Lovers of Celtic Culture” Fundraiser event. The CCF shall agree to follow all City guidelines, obtain all necessary permits, and follow associated regulations from the State Department of Alcohol Beverage Control (ABC) and Orange County Health Department (OC Health) for the consumption of food and beverages. City staff supports the implementation of the “Lovers of Celtic Culture” Fundraiser event as an opportunity to provide families an opportunity to enjoy a community event and further enhance the quality of life in the city.

Fiscal Impact Summary:

Fiscal Impact:

Should Council approve the proposed recommended action, the fiscal impact would \$6,114 for the cost of staff and damage deposit fees. This would require a budget amendment and would impact the approved special events budget.

Should Council approve the proposed alternative recommended action, the fiscal impact would be \$11,156. This would require a budget amendment would impact the approved special events budget.

Attachments

[Celtic Festival Budget Resoultion 2025.pdf](#)

RESOLUTION NO. R-2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 OF THE PLACENTIA MUNICIPAL CODE FOR THE OPERATION OF THE LOVERS OF CELTIC CULTURE FESTIVAL FUNDRAISER EVENT ON JUNE 14, 2025 AND 15, 2025 AT KRAEMER MEMORIAL PARK, 201 N. BRADFORD AVE.

A. Recitals.

(i) The City of Placentia adopted Ordinance No. O-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific Ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension.

(ii) The City Council finds that certain events of broad public interest may benefit the City and the City's economy by attracting large numbers of visitors, by generating favorable publicity, and by enhancing a marketable image for the City.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The City temporarily suspends Placentia Municipal Code Section 23.76.050 relative to use of amplified music which may exceed the noise standards during the Lovers of Celtic Culture Fundraiser event at Kraemer Memorial Park on June 14, 2025, from 12:00 p.m. to 8:00 p.m., and on Sunday, June 15, 2025 from 12:00 p.m. to 7:00 p.m. 201 N. Bradford Ave.
3. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Lovers of Celtic Culture Festival Fundraiser event at Kraemer Memorial Park, 201 N. Bradford on June 14, 2025 from 12:00 p.m. to 8:00 p.m. and on June 15, 2025 from 12:00 p.m. to 7:00 p.m.
4. The specified sections of the Placentia Municipal Code (Sections 23.76.050 and 10.28.010) shall remain in full force and effect throughout the remainder of the City.

5. This Resolution shall take effect from and after its date of adoption.

PASSED, ADOPTED AND APPROVED THIS 1st DAY OF APRIL 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 1st day of April 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 1, 2025

Submitted by: Nancy Albitre-Seely

From: City Clerk

Subject:

Appointments to Fill Vacancies on Three (3) City Commission and Five (5) City Committees and One (1) Orange County Vector Control District

Financial Impact:

Fiscal Impact:

None.

Summary:

There are currently nine (9) vacancies on the City's various Commissions, Committees and Board. The City received a total of ten (10) applications. To ensure that these advisory bodies can operate effectively and with a full complement of members, Staff recommends City Council consider the actions listed below.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Make the necessary appointments to fill the vacancies listed below:
 - a. One (1) vacancy on the Citizens' Oversight Committee for a four-year term; and
 - b. One (1) vacancy on the Financial Audit Oversight Committee for a three-year term; and
 - c. One (1) vacancy on the Heritage Committee for a non-expiring term; and
 - d. One (1) vacancy on the Historical Committee for a non-expiring term; and
 - e. One (1) vacancy Senior Advisory Committee for a non-expiring term; and
 - f. One (1) vacancy on the Planning Commission for a four-year term; and
 - g. One (1) vacancy and alternate vacancy (1) on the Streetscape and Transportation Advisory Commission for a four-year term; and
 - h. One (1) vacancy on the Orange County Mosquito Vector District Board.
3. Direct Staff update the City's master Commission and Committee vacancy list; and
4. Continue the Commission and Committee Application/Recruitment process for any remaining vacancies for future consideration of appointments.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Plan to: Increase Community Engagement (Goal 4) and will result in an opportunity for community

members to serve on various commissions and committees once appointed and become engaged with the community.

Discussion:

The City Clerk’s Office received a total of ten (10) applications. Attached is a summary of applicants for consideration of appointment to the current vacancies (Attachment 1). At a Special Meeting held on March 25, 2025, the City Council interviewed eight (8) applicants for these vacant positions.

Staff recommends the City Council consider appointments to the Citizens' Oversight Committee, Financial Audit Oversight Committee, the Heritage, Historical and Senior Advisory Committees, the Planning Commission, and Streetscape and Transportation Advisory Commission, Orange County Mosquito Vector District Board and continue recruitment process for any future vacancies.

Fiscal Impact Summary:

Fiscal Impact:

None.

Attachments

[Vacancy-Applicant Summary.pdf](#)

[Summary of Commissioner and Committee Member Requirements 1.pdf](#)

**COMMISSION, COMMITTEE & BOARD
VACANCY/APPLICANT LIST
As of 3-20-25**

Citizens' Oversight Committee – 3 Members

Vacancy: One (1) Four–Year Term

New Applicant
Greg Laporte (3rd Choice)

Financial Audit Oversight Committee – 5 Members

Vacancy: One (1) Three–Year Term

New Applicants
Billy Hutchinson (1st Choice)
Greg Laporte (1st Choice)
John Lewis (2nd Choice)
James Weiner (1st Choice)

Heritage Committee – 7 Members

Vacancy: One (1) Non–Expiring Term

New Applicant
None

Historical Committee – 9 Members

Vacancy: One (1) Non–Expiring Terms

New Applicant
Cassie Queen

OC Mosquito Vector Control District Board

Vacancy: One (1) Two–Year Term

New Applicant
Craig Green

Park Arts & Recreation Commission

Vacancy: None (0) Four–Year Term

New Applicants
Billy Hutchinson (2nd Choice)

Planning Commission - 7 Members

Vacancy: One (1) Four-Year Term

New Applicants

David Smith
John Lewis (1st Choice)
John Teal
James Weiner (1st Choice)

Senior Advisory Committee – 7 Members

Vacancy: One (1) Non-Expiring Term

New Applicant

None

Streetscape and Transportation Advisory Commission – 5 Members

Vacancy: One (1) Four-Year Term

Alternate Vacancy: One (1) Four-Year Term

New Applicants

Steven Anderson (Only Choice)
Greg Laporte (2nd Choice)
John Lewis (3rd Choice)

Summary of Commissioner and Committee Member Requirements

From Committee Commission & Advisory Board Manual

Adopted 3/25/2025

APPENDIX

**PLACENTIA COMMISSIONS, BOARDS & COMMITTEES
DUTIES, MEETING DATES, AND TIMES**

DESCRIPTIONS OF COMMISSIONS AND COMMITTEES

CITIZENS' OVERSIGHT COMMITTEE

The Citizens' Oversight Committee provides review of the expenditure of funds generated by the 2018 voter-approved Local Transactions and Use Tax and provides an annual report to the City Council on those expenditures. The committee shall consist of three members, appointed by the City Council. As long as those bodies exist, two of the members shall come from the Citizens Fiscal Sustainability Task Force and one from the Financial Audit Oversight Committee. Members so appointed shall serve without compensation for a term of four (4) years. The Committee shall meet at least once annually.

The Committee's annual report shall be presented to the City Council and shall also be published on the City's webpage. Unless otherwise directed by resolution or ordinance of the City Council, the Committee shall not have any function, power, or authority other than those expressly provided herein.

FINANCIAL AUDIT OVERSIGHT COMMITTEE

This Committee serves in an advisory capacity to the City Council with their primary role being to provide an internal audit function. They develop and issue a Request for Proposal to gain qualified audit firms to perform an internal review of selected financial activities and internal control procedures; interview qualified proposers; negotiate cost; and report to the City Council with a recommendation for an audit firm selection. Additionally, they collect information to use for setting goals and objectives for the development of the annual audit plan; submit the written audit report prepared by City staff/internal audit firm to the City Council and provide a verbal report thereon at a City Council meeting. Finally, the Committee may return to the City Council with recommendations for administrative policies and procedures.

HERITAGE COMMITTEE

The Committee's responsibility and purpose is the independent planning and execution of the City's annual Heritage Celebration and related Heritage activities within the community. The City Council shall approve the parade route, theme, budget, and addition or removal of an Executive Board Member.

HISTORICAL COMMITTEE

The Historical Committee serves in an advisory capacity to the City Council on matters related to historical structures and/or sites located in Placentia. They nominate buildings, sites, or districts within the City for designation as local landmarks per Policy No. 703 and review items submitted by City Council, staff, or the general public and recommends the appropriate course of action.

PARK ARTS AND RECREATION COMMISSION (PARC)

The Park Arts and Recreation Commission serves in an advisory capacity to the City Council on items related to cultural arts, recreation programs, Citywide special events, health and wellness, and senior services. They also provide input on parks/facilities development and improvement.

PLANNING COMMISSION

The Planning Commission recommends to the City Council the adoption, amendment, or repeal of the General Plan, or any part thereof, for the physical development of the City. They exercise such control over land subdivisions as is granted to them by the City Council and by the laws of the State of California and make recommendations concerning proposed public works and for the clearance and rebuilding of blighted or substandard areas within the City. Finally, the Commission exercises such functions with respect to zoning as may be prescribed by ordinance not inconsistent with the City Charter.

SENIOR ADVISORY COMMITTEE

This Committee acts as a liaison for seniors in the City and advises on ways to enrich and enhance the health and quality of life of seniors in the community. They solicit input and act as a public forum for issues that affect seniors in the City; provide advice based on input received to improve the programs, policies, and services provided to seniors; identify barriers to access for seniors to City services and programs; form partnerships in the community to educate, inform, and improve the quality of life for seniors; work with and support existing senior programs; assist with volunteer recruitment; and, assist with the marketing of the Senior Center services, programs, and events.

STREETSCAPE AND TRANSPORTATION ADVISORY COMMISSION

The Streetscape and Transportation Advisory Commission serves in an advisory capacity to the City Council on items related to traffic safety issues, transportation programs and projects, and parking management programs. They review and take into consideration permit parking districts and speed hump installation requests and the overall regulation of vehicle, bicycle, and pedestrian traffic within the City as described in Title 13 of the Placentia Municipal Code. They also provide input on issues pertaining to the removal, planting, replanting, and disposition of public trees.

VETERANS ADVISORY COMMITTEE

The Committee serves in an advisory capacity to the City Council on veterans' affairs matters within the community. They may consider veterans' matters submitted by the City Council, Staff, or public and recommends courses of action where appropriate. Matters considered by the committee's scope include all activities within the purview of the City Council relating to the Veterans Day Program and activities. Committee members need not be veterans to serve on this committee.