



Regular Meeting Agenda

September 17, 2013

Placentia City Council

Placentia City Council as Successor to the

Placentia Redevelopment Agency

Placentia Industrial Commercial

Development Authority

Scott W. Nelson
Mayor

Joseph V. Aguirre
Mayor Pro Tem

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Craig S. Green
City Treasurer

Troy L. Butzlaff, ICMA-CM
City Administrator

Andrew V. Arczynski
City Attorney

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

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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. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
September 17, 2013
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Underhill
Councilmember/Board Member Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Aguirre
Mayor/Board Chair Nelson

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Executive Session Agenda only.

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator Concerning Labor Negotiations with the following groups:
 - a. Placentia Police Officers Association (PPOA)
 - b. Placentia Police Management Association (PPMA)
 - c. Placentia City Employees Association (PCEA)

City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative/Community Services

4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:

Property: 207-209 W. Crowther Avenue, Assessor's Parcel Nos. 339-402-05, 339-402-07, 339-402-08, and 339-402-11

City Negotiator: Troy Butzlaff, City Administrator

Negotiating Parties: Robert Sonnenblick, Sonnenblick Development

Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY:

1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:

- a. Property: 132 Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Lee Petsas, UBI Business Brokers
Under Negotiations: Price and Terms of Lease
- b. Property: 132 E. Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff, City Administrator/Executive Director
Negotiating Parties: Jon Coulombe, DaddyO's California, LLC
Under Negotiations: Price and Terms of Lease

ICDA: None

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
September 17, 2013
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Underhill
Councilmember/Board Member Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Aguirre
Mayor/Board Chair Nelson

INVOCATION: Police Chaplain Arturo Rodriguez

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

1. Requests for Commendations and Proclamations

- a. Recognition of Placentia/Yorba Linda Girls Softball All-Star Teams
Recipients: 10U Manager James Stinnett and 12U Manager James Lowe
Presenter: Mayor Nelson
- b. Proclamation Designating the Week of September 17-23, 2013 as Constitution Week
Recipients: Mojave Chapter Daughters of the American Revolution
Representative Edys McIntosh
Presenter: Mayor Nelson
- c. Employee of the Quarter – Sworn Employee Group
Recipient: To be announced
Presenter: Mayor Nelson
- d. Presentation by the Orange County Vector Control District
Presenter: Director of Communications Jared Dever

Recommended Action: It is recommended that the City Council:
Approve requests as submitted and make presentations to those present

EXECUTIVE 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/BOARD MEMBERS COMMENTS AND REPORTS:

The purpose of these reports is to provide information on projects and programs that are discussed at interagency board, committee, and commission meetings. No decisions are to

be made on these issues. If a Council or Board Member would like formal action on any of the discussed items, it will be placed on a future Council or Board Agenda.

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

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.

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
- b. **Minutes**
City Council/Successor/ICDA Regular Meeting – August 20, 2013
Recommended Action: Approve
- c. **City Fiscal Year 2012-13 Warrant Register for August 21, 2013 through September 3, 2013**
Financial Impact: \$ 284,342.46
Recommended Action: Approve
- d. **City Fiscal Year 2013-14 Warrant Register for August 21, 2013 through September 17, 2013**
Financial Impact: \$ 1,274,379.17
Recommended Action: Approve

COUNCIL CONSENT CALENDAR:

- e. **Recycle Market Development Zone Designed for the City of Placentia**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Adopt Resolution No. R-2013-43, A Resolution of the City Council of the City of Placentia, California, supporting designation as a Recycling Market Development Zone, designation of the City of Orange as the lead agency, and adoption of a Negative Declaration
- f. **Approve Award of Construction Contract to J. Kim Electric Inc. for the Kraemer Middle School Athletic Field Lighting Repair Project**
Financial Impact: Expense: \$44,068.00 Construction
Offsetting Revenue: \$44,068.00 Park Development, PYLUSD and Sport Groups Contributions (Account No.: 333555-6185)
Budgeted: \$0.00
Unbudgeted: \$44,068.00 Park Development
Recommended Action: It is recommended that the City Council:
 - 1) Approve plans and specifications date August 29, 2013 for the Kraemer Middle School Athletic Field Lighting Repair Project
 - 2) Adopt Budget Resolution No. R-2013-44, A Resolution of the City Council of the City of Placentia, California, Authorizing the Budget Amendment in Fiscal Year 2013-14 Capital Improvement Program budget in the aggregate amount of \$44,068.00 in Park Development funds towards the Kraemer Middle School Athletic Field Lighting Repair Project
 - 3) Award the construction contract to the lowest responsive and responsible bidder, J. Kim Electric Inc. for the amount not to exceed \$38,320 and

authorize the appropriation of a 15% construction contingency fund of \$5,748

- 4) Reject all other bids
- 5) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an agreement amount not to exceed 15% of the project construction cost

g. **Request for Additional Appropriations for Patrol Overtime Budget to Participate in the Office of Traffic Safety Grant – “Selective Traffic Enforcement Program for 2013/2014”**

Financial Impact: Expense: \$65,070.00 (Account No.: 103041-5015)

Offsetting Revenue: \$65,070.00

Recommended Action: It is recommended that the City Council:

- 1) Approve the acceptance of the Office of Traffic Safety Grant in the form presented and direct the Chief of Police to complete the final paperwork
- 2) Adopt Resolution No. R-2013-45, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2013/14 in the Aggregate Amount of \$65,070.00 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures

h. **Request for Additional Appropriations for Patrol Overtime Budget to Participate in the Office of Traffic Safety Grant – “Sobriety Checkpoint Grant Program for 2013/2014”**

Financial Impact: Expense: \$62,700 (Account No.: 103041-5015)

Offsetting Revenue: \$62,700

Recommended Action: It is recommended that the City Council:

- 1) Approve the Acceptance of the Office of Traffic Safety Grant in the form presented and direct Chief of Police to complete the final paperwork
- 2) Adopt Resolution No. R-2013-46, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2013/14 in the Aggregate Amount of \$62,700.00 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures

i. **Recommendation to Approve Amendment No. 1 Cooperative Agreement C-2-1330 Between Orange County Transportation Authority and City Of Placentia for the Richfield Road Widening Project**

Financial Impact: Expense: \$397,000 for Professional and Construction Services

Offsetting Revenue: \$377,000 OCTA, \$20,000 City of Yorba Linda

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Cooperative Agreement No. C-2-1330 between the City of Placentia and the Orange County Transportation Authority for the Richfield Road Widening Project
- 2) Authorize the Mayor to execute Amendment No. 1 to Cooperative Agreement No. C-2-1330 on behalf of the City

j. **Approve Amendment No. 2 to Cooperative Agreement C-9-0412 Between the Orange County Transportation Authority and the City of Placentia for the Orange County Gateway/Orangethorpe Corridor Grade Separation Projects**

Financial Impact: \$231,500 Additional Funds in the City Support and Services Coast to be reimbursed by Orange County Transportation Authority for the Total Amount of \$905,500

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached Amendment No. 2 to Cooperative Agreement C-9-0412, in a form approved by the City Attorney, between the City of Placentia and the Orange County Transportation Authority for the design, right-of-way acquisition and construction phases of the Orange County Gateway/Orangethorpe Corridor Grade Separation Projects
- 2) Authorize the Mayor to execute the Cooperative Agreement on behalf of the City

k. **Approval of Plans and Specifications and Award of Contract to Bali Construction, Inc., for the Richfield Road Widening and RC Box Culvert Extension Project**

Financial Impact: Expense: \$351,599.52 for Construction Services

Offsetting Revenue: \$351,599.52 OCTA

Budgeted: \$269,000 (Account No.: 333552-6185 J/L 61020)

Recommended Action: It is recommended that the City Council:

- 1) Approve Plans and Specifications prepared by PACE Engineering dated July 23, 2013 for the Richfield Road Widening and RC Box Culvert Extension Project
- 2) Award Construction Contract to the lowest responsive and responsible bidder, Bali Construction, Inc., in a form approved by the City Attorney, for an amount not to exceed \$319,635.93
- 3) Reject the Bid GRFCO, Inc. as non-responsive
- 4) Reject all other bids
- 5) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth on the construction contract in an aggregated amount not to exceed 10% of the project construction cost
- 6) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

l. **Acceptance of Resignation from the Veterans Advisory Committee**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Robert Dewey from the Veterans Advisory Committee
- 2) Include the vacancy in the Veterans Advisory Committee with the current application/recruitment process

m. **Approval of Placentia Rotary Club Cowabunga Crabfest Fundraiser at Kraemer Memorial Park - Saturday, June 7, 2014**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Provide preliminary approval for the Placentia Rotary Club to hold the Cowabunga Crabfest at Kraemer Memorial Park on Saturday, June 7, 2014 contingent upon the Rotary Club continuing to work with City Staff to obtain all appropriate permits, insurance and agreeing to follow all City regulations for the event

n. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of the Las Posadas and Tamale Festival Scheduled for Wednesday, December 4, 2013**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Provide approval for the Placita Santa Fe Merchants Association to hold the Las Posadas and Tamale Festival on Wednesday, December 4, 2013 contingent upon the Merchants Association continuing to work with City Staff to obtain all appropriate permits, and insurance; and agreeing to follow all City regulations for the event and reimburse the City for all event costs
- 2) Adopt Resolution No. R-2013-47, a Resolution of the City Council of the City of Placentia, California, Authorizing the Temporary Suspension of the Regulatory Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Las Posadas and Tamale Festival on December 4, 2013 on the 100 and 200 blocks of Santa Fe Avenue and the 200 block of Bradford Avenue

o. Consideration of an Agreement with the City of Brea to Fund a Preliminary Implementation to Consolidate Police Dispatch Operations

Financial Impact: \$22,734 (Account No.: 101511-6001)

Recommended Action: It is recommended that the City Council:

- 1) Approve an Agreement with the City of Brea for a total cost share of \$22,734, which includes a 15% contingency for professional consulting services for a preliminary implementation plan to consolidate police dispatch operations
- 2) Authorize the City Administrator to execute the agreement on behalf of the City

p. Request for City Council Consent to Utilize HR Green, Inc. as Successor in interest to Willdan Engineering for Engineering Services and Authorize Department of Public Works to Execute Documents Necessary to Formalize Agreement

Financial Impact: Expense: \$6,720 per month for as-needed City Engineering Services

Offsetting Revenue: Engineering Deposits

Budgeted: As-needed Engineering (20% Account No.: 103550-6015, 80% Account No.: 484356-6015)

Recommended Action: It is recommended that the City Council:

- 1) Approve a two-year professional services agreement with HR Green as as-needed civil engineering services
- 2) Authorize the City Administrator to execute subject documents on behalf of the City in a form approved by the City Attorney

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL: None

SUCCESSOR AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS: None

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

- a. **First Reading and Introduction of an Ordinance Amending Section 13.28.010 of Chapter 13.28 of Title 13 of the Placentia Municipal Code Establishing Prima Facie Speed Limits**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the Engineering and Traffic Survey Report as submitted
- 2) Waive full reading, reading by title only, and introduce the first reading, Ordinance O-2013-07, An Ordinance of the City Council of the City of Placentia, California, Amending Section 13.28.010 of Chapter 13.28 of Title 13 of the Placentia Municipal Code Establishing Speed Limits on Certain Streets

- b. **Agreement with Management Partners for Budget Stabilization Planning Process**

Financial Impact: \$33,900.00 (Account No.: 101511-6001)

Recommended Action: It is recommended that the City Council:

- 1) Approve an agreement with Management Partners to complete a Budget Stabilization Plan
- 2) Direct the City Administrator to execute the agreement and obtain all necessary information for City departments and service providers required to complete the analysis prior to bringing back a draft Budget Stabilization Plan for City Council consideration

SUCCESSOR AGENCY NEW BUSINESS:

- c. **Recognized Obligation Payment Schedule Covering January 1, 2014 to June 30, 2014 (ROPS 13-14B)**

Financial Impact: Expenditures: RPTTF \$8,257,259 ACA \$207,303 Other \$866,993

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution RSA-2013-06, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Adopting the Recognized Payment Obligation Schedule for the period covering January 1, 2014 to June 30, 2014

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to October 1, 2013 at 5:30 p.m.

*In
Memory
of
Pat Hadley
Valencia High School Teacher and Coach*

*Kathleen Acton
Wife of Former Mayor Richard Acton*

CERTIFICATION OF POSTING

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the September 17, 2013 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on September 12, 2013.

Tania Moreno, Deputy City Clerk

**PRESENTATION- RECOGNITION OF THE PLACENTIA/YORBA LINDA GIRLS
SOFTBALL 10 & UNDER AND 12 & UNDER ALL-STAR TEAMS
CITY COUNCIL AGENDA, SEPTEMBER 17, 2013**

Mayor Nelson to present Certificates of Recognition to Manager James Stinnett and Manager James Lowe.

This year both all-star teams were very successful and represented PYLGSA on a State and National Level.

The 12 & under all-star team played in the Amateur Softball Association (ASA) Western Nation Championship Tournament in Peoria, Arizona, where the team finished 5th overall out of several hundred ASA leagues in the Western United States. The team placed as one of the top 4 teams in California.

The 10 & under all-star team won championships in several Southern California ASA Tournaments. They achieved the highly competitive title of Northern District Champions and captured 5th place ranking in the Southern California State Tournament in Lancaster, CA. They also took 5th place overall at the Western Nation Tournament in Peoria, Arizona.

Presenters: Mayor Nelson

Recipients: Manager James Stinnett (10 & under) and James Lowe (12 & under)

**PRESENTATION – CONSTITUTION WEEK
CITY COUNCIL MEETING FOR SEPTEMBER 17, 2013**

Constitution Week, September 17-23, 2013, will be observed nationwide. In accordance with Public Law No. 915, the President of the United States will again follow procedure and recognize September 17-23 as Constitution Week. This week marks the 226th anniversary of our nation's Constitution.

Constitution Week was officially declared by President Eisenhower on August 2, 1956. This was the result of a proposal the Daughters of the American Revolution sent through Senator William F. Knowland of California.

Presenter: Mayor Nelson

**Recipient: Mojave Chapter Daughters of the American Revolution Representative
Edys McIntosh**

**Presentation B
September 17, 2013**

**PRESENTATION – EMPLOYEE OF THE QUARTER – SWORN POLICE GROUP
CITY COUNCIL MEETING SEPTEMBER 17, 2013**

Mayor to introduce City Administrator Butzlaff to summarize employee of the quarter program, City Administrator Butzlaff to introduce Chief of Police Hicks, who will read a short bio and present certificate to Police employee.

Presenter: Mayor to Introduce City Administrator Butzlaff

Recipient: To be announced

**Presentation C
September 17, 2013**

**PRESENTATION – ORANGE COUNTY VECTOR CONTROL
CITY COUNCIL MEETING SEPTEMBER 17, 2013**

Mayor Nelson to introduce Jared Dever, Orange County Vector Control Director of Communications. Jared Dever will be presenting a PowerPoint presentation on Vector Control Activities in the City of Placentia

Presenter: Orange County Vector Control Director of Communications Jared Dever

**Presentation D
September 17, 2013**

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
August 20, 2013
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called the meeting to order at 5:40 p.m.

ROLL CALL:

PRESENT: Council/Agency Members Underhill, Yamaguchi, Aguirre, Nelson

ABSENT: None

Councilmember Wanke arrived at 5:55 p.m.

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator Concerning Labor Negotiations with the following groups:
 - a. Placentia Police Officers Association (PPOA)
 - b. Placentia Police Management Association (PPMA)
 - c. Placentia City Employees Association (PCEA)

City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative/Community Services

4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:

Property: 312 S. Melrose Street, APN 339-393-10
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Robert Sonnenblick, Sonnenblick Development, LLC.
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY:

1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
 - a. Property: 132 E. Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff, City Administrator/Executive Director
Negotiating Parties: Lee Petsas, UBI Business Brokers
Under Negotiations: Price and Terms of Lease

- b. Property: 132 E. Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff, City Administrator/Executive Director
Negotiating Parties: Jon Coulombe, DaddyO's California, LLC
Under Negotiations: Price and Terms of Lease

ICDA:

- 1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:

- a. Property: 235 South Bradford Avenue, APN 339-365-15
Agency Negotiator: Troy L. Butzlaff, City Administrator/Executive Director
Negotiating Parties: Gerald Near
Under Negotiations: Price and Terms of Payment

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

ROLL CALL:

PRESENT: Council/Agency Members Underhill, Wanke, Nelson

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Authority Counsel, Andrew V. Arczynski; Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Director of Finance, Karen Ogawa; Director of Public Works, Steve Drinovsky; Chief of Police, Rick Hicks; Deputy Chief of Police, Ward Smith; Deputy Director of Community Services, Jon Nicks; Management Analyst, Matt Reynolds; Management Analyst, Maggie Le City Clerk, Patrick Melia; Deputy City Clerk, Tania Moreno

INVOCATION: Chief of Police Hicks

PLEDGE OF ALLEGIANCE: Councilmember Yamaguchi

PRESENTATIONS:

1. **Requests for Commendations and Proclamations**

- a. Retirement Recognition of Sergeant Thomas Valentine (25 years of service) and Police Services Supervisor Beverly Schlieder (28 years of service)
Presenter: Mayor Nelson

City Administrator Butzlaff provided a brief narrative on the recently retired City employees.

Chief of Police Hicks provided a brief biography on Sergeant Valentine and Police Services Supervisor Schlieder.

Mayor Nelson presented a certificate of recognition to Police Services Supervisor Schlieder.

Police Services Supervisor Schlieder thanked City Council and Staff for the recognition.

- b. Certificate of Recognition to Hale Glass Inc., for 35 Years in Placentia
Recipient: Gloria and Brian Hale
Presenter: Mayor Nelson

City Administrator Butzlaff provided a brief narrative on Hale Glass Inc. and their 35 years of business in the City.

Business Owner Brian Hale provided a brief description of the business.

Mayor Nelson presented a certificate of recognition to business owners Gloria and Brian Hale.

- c. Orange County Transportation Authority Update
Presenter: OCTA Board Member Tim Shaw

City Administrator Butzlaff introduced Orange County Transportation Board Member Tim Shaw.

OCTA Board Member Shaw provided a brief update on Orange County Transportation projects in the City of Placentia and the funding allocation. He spoke in support of the grade separation projects and the benefits to the community. He provided handouts to City Council.

Discussion ensued between Council, Staff and OCTA representatives regarding federal funding.

Mayor Nelson thanked OCTA for the outreach efforts regarding the grade separation project.

EXECUTIVE SESSION REPORT:

City Attorney/Agency Counsel Arczynski reported the Council/Agency met in Executive Session to discuss the items listed on the agenda. He stated there was no reportable action from Executive Session this evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced the last event of Movies in the Park on August 23, 2013. He noted that in observance of Labor Day, City Hall would be closed on September 2, 2013. He announced a Community Workshop regarding the Outdoor Advertising Display Program on August 21, 2013.

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, requested a status update on the tree and sidewalk maintenance issue. He expressed his concerns regarding the perceived conflict of interest pertaining to Councilmember Yamaguchi, the City becoming a multijurisdictional drug enforcement agency, semi-closed executive meetings, and lack of transparency. He submitted documents for Council's review.

Dwayne DeRose, Placentia Chamber of Commerce President, introduced Kathy DeRose and Pam Tancordo, members of the Placentia Chamber of Commerce. He noted that the Chamber of Commerce relocated to a City-owned facility. He thanked the City for their support. He invited City Council to an upcoming Golf Tournament and their red ribbon cutting ceremony.

Stanley Nelson, resident, expressed his concerns regarding the last City Council meeting and the discussions regarding the Outdoor Advertising Display Program. He expressed his concerns regarding closed session discussions on property negotiations, recent media accusations, and a food truck parked on Walgreen Street. He inquired about the request made by Councilmember Wanke regarding lifting the fireworks prohibition.

Lori Arroyo, resident, spoke in support of Councilmember Wanke, Councilmember Yamaguchi and City Treasurer Green. She noted that there is a group trying to discredit Councilmember Wanke, Councilmember Yamaguchi and City Treasurer Green. She expressed her concerns regarding the HQT Homes project and the indoor skate park.

Tommie Kalman, City of Yorba Linda resident and current Placentia Citizen of the year, spoke in support of Councilmember Yamaguchi and his interest in the City. She noted that the Heritage Committee never had a problem with Mr. Yamaguchi's volunteer work. She asked the City to restore Lee Castner's sound services.

Josh Correa, resident, expressed his concerns regarding the Outdoor Advertising Display Program and the inequality in the process. He encouraged City Council to look at alternatives such as easements for the billboards. He noted that he is creating a website in opposition to the Outdoor Advertising Display Program.

Gerry Carnevali, City of Yorba Linda resident and Placentia Round Table Women's Club President, noted that the group donates to the community approximately \$40,000 annually. She noted that Councilmember Yamaguchi is an admirable individual with many accomplishments.

Craig Green, resident, thanked City Administrator Butzlaff for his presentation at the Merchants Association meeting. He expressed his concerns regarding in article on the OC Register regarding Councilmember Yamaguchi's potential conflict of interest. He submitted copies of a newspaper article regarding City of Bell. He expressed his concerns regarding the perceived conflict of interest, the indoor skate park project, the weekly communiqué and lack of transparency.

Linda Lucio, resident, expressed her concerns regarding the process of handling perceived conflict of interest in the City. She asked for Council and Staff to resolve the possible conflict of interest issue.

Paul Oliveras, resident, noted that all concerns regarding a perceived conflict of interest should be properly addressed. He asked that the quality of life for the residents stay the same.

Peggie Yamaguchi, resident, inquired about the February 26, 2013 Cultural Arts Commission Meeting. She noted that she requested all correspondence between all potential and confirmed bands for the summer Concerts in the Park series and Community Services Coordinator Felipe Zambrano. She noted that Suave has not performed in the City since 2009. She referred to an article published on the OC Register newspaper.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Yamaguchi thanked everyone for attending the meeting. He requested that Council give Staff direction to address Mr. Buchanan's concern regarding the multijurisdictional drug enforcement agency.

City Administrator Butzlaff noted that by human error, it was a misquoted code section, but the actual title was correct. He noted that the code section was copied from a League of Cities template replicating the mistake. He noted that the mistake was not done with any malicious intent or intent to create a lack of transparency. He noted that Staff was notified of the error and it was corrected. He noted that the closed session item labels were correct relative to State law.

Councilmember Yamaguchi inquired about the action necessary to take to correct the error.

City Attorney Arczynski noted that on the evening in question, Staff did point out that the numerical designation used for that particular closed session item was an error.

City Administrator Butzlaff noted that there were prior incidents in which the code section was wrong, but the title was correct.

City Attorney Arczynski noted that he does not believe additional action needs to be taken. He noted that the titles used for the closed session items on the agenda were correct. He noted that he would review the Brown Act and provide a report to Council.

Councilmember Yamaguchi thanked Stanley Nelson and all of the La Jolla residents for expressing their concerns. He noted that the "Concertgate" article published in the OC Register newspaper was an unfortunate situation. He noted that he would continue to volunteer with other organizations. He noted that there is an article regarding the Outdoor Advertising Display Program on CalWatchDog website.

Councilmember Wake attended a Library District reading event. He requested that Council give Staff direction to provide a report on the sidewalks and tree maintenance update and fireworks prohibition.

City Administrator Butzlaff noted that Staff would be providing a memorandum on both issues next week.

Councilmember Underhill congratulated both retirees. She raised safety awareness regarding coyote's and vector control awareness. She noted that if a Councilmember has a concern they may be referred to either the City's counsel or the Fair Political Practices Commission.

Mayor Pro Tem Aguirre attended Orange County Fire Authority Board meeting on July 25, 2013. He announced that Mayor Nelson was elected as president for the Orange County League of Cities.

Mayor Nelson thanked everyone for attending the meeting. He congratulated the retirees.

Chief of Police Hicks noted that the Police Department would be hosting the Police Recognition Ceremony on August 21, 2013.

Mayor Nelson requested that Council give Staff direction to look into the issue of the use of incorrect code sections. He noted that he met with Josh Correa a few weeks ago. He requested that Council give Staff direction to look at the issue brought up by Mr. Nelson regarding the food truck on Walgreen Street. He congratulated Tommie Kalman for her award as Citizen of the Year for 2013. He noted that he would obtain an answer for Mrs. Yamaguchi's questions regarding the February 26, 2013 Cultural Arts Commission meeting. He noted that all concerns regarding potential conflict of interest should be directed to the Fair Political Practices Commission or District Attorney.

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

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, to approve Consent Calendar Item Nos. 1.a. through 1.j. Councilmember Wanke pulled item 1.e. for separate discussion. Mayor Nelson pulled items 1.f. and 1.h. for separate discussion.

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
(5 – 0, as recommended)
- b. **Minutes**
City Council/Successor/ICDA Regular Meeting and Special Meeting – July 16, 2013 and July 23, 2013
Recommended Action: Approve
(5 – 0, as recommended)
- c. **City Fiscal Year 2012-13 Warrant Register for July 17, 2013 through August 20, 2013**
Financial Impact: \$991,413.44
Recommended Action: Approve
(5 – 0, as recommended)
- d. **City Fiscal Year 2013-14 Warrant Register for July 17, 2013 through August 20, 2013**
Financial Impact: \$1,252,685.30
Recommended Action: Approve
(5 – 0, as recommended)

COUNCIL CONSENT CALENDAR:

- e. **Lease Agreement with NewPath Networks, LLC for Distributed Antenna System Facility at 505 North Jefferson Street (APN 341-462-06) AKA Champions Sports Park**
Financial Impact: Revenue: \$1,000 First year with four percent (4%) increase annually
Recommended Action: It is recommended that the City Council:
 - 1) Approve of the lease agreement with NewPath Networks, LLC, in a form approved by the City Attorney, for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals
 - 2) Authorize the City Administrator to execute the lease, applicable documents and renewal terms**(5 – 0, as recommended)**

Councilmember Wanke inquired on the potential revenue for the City.

Assistant City Administrator Domer noted that NewPath Networks is not the typical wireless carrier similar to cell sites. He noted that the distributed antenna would be placed on a light pole. He noted that Staff conducted a survey and this was the most revenue the City would be able to obtain.

Councilmember Yamaguchi inquired if Edison would allow three meters on the location.

Assistant City Administrator Domer responded that this is the carrier's responsibility, but that he would verify.

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Yamaguchi, and carried (5 - 0) to approve of the lease agreement with NewPath Networks, LLC, in a form approved by the City Attorney, for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals; and authorize the City Administrator to execute the lease, applicable documents and renewal terms.

f. **Acceptance of Construction Work for the Weather Based Irrigation Controller Project**

Financial Impact: \$69,244.15, Budgeted in the 2012-13 Capital Improvement Project Budget; Account No.: 333558-6842 J/L 61112

Recommended Action: It is recommended that the City Council:

- 1) Accept contract work performed by Cyber-Rain, Inc., for installation of 26 Weather Based Irrigation Controllers (WBIC) within the Landscape Maintenance District (LMD) 92-1 in the total amount of \$69,244.15
- 2) Authorize the Public Works Director to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project

(5 - 0, as recommended)

Mayor Nelson inquired about the potential City savings.

Director of Public Works Drinovsky responded that a projected 40% savings was estimated.

A motion was made by Mayor Nelson, seconded by Councilmember Underhill, and carried (5 - 0) to accept contract work performed by Cyber-Rain, Inc., for installation of 26 Weather Based Irrigation Controllers (WBIC) within the Landscape Maintenance District (LMD) 92-1 in the total amount of \$69,244.15; and authorize the Public Works Director to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project.

g. **Approve Amendment No. 2 (Revised) Master Funding Agreement C-1-2778 Between the Orange County Transportation Authority and the City of Placentia for M2 Comprehensive Transportation Funding Programs**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 (Revised) Master Funding Agreement C-1-2778 for the Comprehensive Transportation Funding Programs, Measure M2 Projects
- 2) Authorize the Mayor to execute Amendment No. 2 (Revised) Master Funding Agreement on behalf of the City, in a form approved the by the City Attorney

(5 - 0, as recommended)

h. **Approve One-Year Contract Extension with West Coast Arborists, Inc., for Fiscal Year 2013-14 Tree Trimming Services**

Financial Impact: Expense: Not to Exceed \$150,000

Budgeted in Account No.: 103655-6115

Recommended Action: It is recommended that the City Council:

- 1) Approve a one-year contract extension with West Coast Arborist, Inc., for tree trimming services
(5 – 0, as recommended)

Director of Public Works Drinovsky noted that last year Council directed Staff to gather prices to maintain all the trees in the City. He noted that during that process it was determined that a management plan had not been conducted in years. He noted that after one-year, the City would put out a Request for Proposals for tree trimming services.

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, and carried (5 – 0) to approve a one-year contract extension with West Coast Arborist, Inc., for tree trimming services.

i. **Approve an Agreement with Placentia-Yorba Linda Unified School District for School Resource Officer Services for Fiscal Year 2013-14**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement between Placentia-Yorba Linda Unified School District and City of Placentia for School Resource Officer services during Fiscal Year 2013-14

(5 – 0, as recommended)

j. **Lease Agreement with New Cingular Wireless PCS, LLC for AT&T Personal Wireless Facility at 2210 Valencia Avenue (APN: 336-281-03) aka Koch Park**

Financial Impact: Revenue: \$163,390 for first five years

Recommended Action: It is recommended that the City Council:

- 1) Approve the lease agreement with New Cingular Wireless PCS, LLC, in the form approved by the City Attorney, for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals
- 2) Authorize the City Administrator to execute the lease, applicable documents and renewal terms

(5 – 0, as recommended)

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

a. **Public Hearing and Resolution Establishing New Fees, Rates and Charges for Various City Services and Amending the Comprehensive Fee Schedule Accordingly**

Financial Impact: Estimated increase unknown

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing, Receive Public Testimony, Close Public Hearing
- 2) Receive the Comprehensive User Fee Study

- 3) Adopt Resolution R-2013-42, A Resolution of the City Council of the City of Placentia, California, establishing and adopting certain city fees, rates, and charges for various city services
(5 – 0, as recommended)

Management Analyst Reynolds provided a brief staff report on item 2.a. He noted that the City reviews fees on an annual basis and amends fees if necessary. He provided a review of all the City services fees that have changed, as well as a review of all the new fees proposed. He noted that several fees in the building department have been reduced.

Discussion ensued between Council and Staff regarding the proposed new fees and the changes to the current fees.

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Underhill, and carried (5 – 0) to open the Public Hearing, Receive Public Testimony, Close Public Hearing; receive the Comprehensive User Fee Study; and adopt Resolution R-2013-42, A Resolution of the City Council of the City of Placentia, California, establishing and adopting certain city fees, rates, and charges for various city services.

Mayor Nelson opened the public hearing at 8:55 p.m.

Mayor Nelson closed the public hearing at 8:56 p.m.

SUCCESSOR AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS: None

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

- a. **Consideration of an Exclusive Negotiating Agreement with Sonnenblick Development, LLC for Development of Proposed Transit Oriented Development and Parking Structures**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve an Exclusive Negotiating Agreement ("ENA") with Sonnenblick Development, LLC which allows for a period of exclusive negotiations between the City and Sonnenblick Development for the purpose of preparing major elements of the proposed development including, but not

- limited to: a site plan; design schematics; technical and economic studies; financial projections; and, the pre-development obligations of all parties
- 2) Authorize the Mayor to execute the ENA on behalf of the City
(5 – 0, as recommended)

City Administrator Butzlaff provided a brief staff report on item 4.a. He noted that this project would include surface parking spaces. He noted that the Federal Government has concerns regarding the demolition of the packing house because they consider it a historical site. He noted that in Sonneblick Development approached the City regarding the utilization of the packing house for a development project. He provided a brief review of Sonnenblick past projects and noted that they are willing to construct the required parking that is needed for the Metrolink station. He noted that this agreement is a first step and simply allows the parties to enter into negotiations. He noted that as sub-committee made up of Mayor Pro Tem Aguirre and Councilmember Underhill was formed to represent Council.

Councilmember Underhill spoke in support of the project.

Mayor Pro Tem Aguirre noted that the developer approached Staff and that Council appointed a subcommittee. He noted that Staff and the subcommittee met with the developer to review the proposal. He noted that this could be a significant project.

Councilmember Underhill noted that they would make sure the project is compatible with the community.

City Administrator Butzlaff noted that the parking for the apartments would be on site. He presented an artist rendering of the proposed project.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, and carried (5 – 0) to approve an Exclusive Negotiating Agreement ("ENA") with Sonnenblick Development, LLC which allows for a period of exclusive negotiations between the City and Sonnenblick Development for the purpose of preparing major elements of the proposed development including, but not limited to: a site plan; design schematics; technical and economic studies; financial projections; and, the pre-development obligations of all parties; and authorize the Mayor to execute the ENA on behalf of the City.

Councilmember Wanke noted that this is a negotiating agreement. He noted that the development would bring 200 apartment units to the area and generate revenue for the City.

Councilmember Yamaguchi thanked everyone involved in the process. He noted that he is confident about moving forward with the exclusive negotiating agreement.

Mayor Nelson noted that this is not free to the City and that the three parcels are City-owned.

City Administrator Butzlaff noted that this project has the potential to generate property taxes.

Mayor Nelson spoke in support of the project.

b. Adoption of a Resolution Consenting to the Inclusion of Properties within the City of Placentia in the California Home Energy Renovation

Opportunity (HERO) Program to Finance Various Energy Efficiency Improvements and Approving an Amendment to a Joint Powers Authority Related to Participation

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2013-41, A Resolution of the City Council of the City of Placentia, California, consenting to the inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto

(5 – 0, as recommended)

City Administrator Butzlaff provided a brief staff report on item 4.b. He noted that this is the first time this program would be offered in Orange County.

Assistant City Administrator Domer noted that this is a program run by the Western Riverside Council of Governments that offers home energy efficiency improvements. He provided a review of how the program operates and the types of improvements.

Mayor Nelson spoke in support of the program.

Discussion ensued between Council and Staff. They discussed the application process, number of participants, and the funding available.

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Yamaguchi, and carried (5 – 0) to adopt Resolution No. R-2013-41, A Resolution of the City Council of the City of Placentia, California, consenting to the inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto.

c. Appointments to Fill Vacancies on City Commissions and Committees

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Entertain nominations and make necessary appointments to fill positions on the Cultural Arts Commission, Financial Audit Oversight Committee, Heritage Festival Committee, Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Veterans Advisory Committee
- 2) Direct Staff to re-open the Commission and Committee application/recruitment process for any remaining vacancies

(5 – 0, as recommended)

City Administrator Butzlaff provided a brief review of this year annual Commissions and Committees recruitment process. He noted that Council conducted the interviews to fill vacancies on eight (8) Commissions and Committees. He recommended reopening the recruitment for the remaining vacancies and setting a second round of interviews.

Mayor Nelson noted that he would like to appoint Kevin Kirwin to the Economic Development Committee.

Councilmember Underhill recommended postponing appointments to the Cultural Arts Commission.

A motion was made by Mayor Nelson, seconded by Councilmember Underhill, and carried (5 - 0) to entertain nominations and make necessary appointments to fill positions on the Cultural Arts Commission, Financial Audit Oversight Committee, Heritage Festival Committee, Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Veterans Advisory Committee; and direct Staff to re-open the Commission and Committee application/recruitment process for any remaining vacancies.

Mayor Nelson opened nominations for the **Cultural Arts Commission**.

Nominations were made to fill two (2) vacancies both expiring in four (4) years.

Mayor Nelson nominated, and Councilmember Wanke seconded the nomination of candidates Melanie Coward and Nadine LaBorde to each fill a term on the Cultural Arts Commission, both terms ending in four (4) years.

A motion was made by Mayor Nelson, seconded by Councilmember Underhill, and carried (5 - 0) to appoint Melanie Cowards and Nadine LaBorde to each fill a term on the Cultural Arts Commission, both terms ending in four (4) years.

AYES: Underhill, Wanke, Yamaguchi, Aguirre, Nelson
NOES: None

Mayor Nelson opened nominations for the **Financial Audit Oversight Committee**.

Nomination was made to fill one (1) vacancy expiring in three (3) years.

Councilmember Underhill nominated, and Councilmember Yamaguchi seconded the nomination of candidate Kevin Larson to fill a term on the Financial Audit Oversight Committee, term ending in three (3) year.

A motion was made by Councilmember Underhill, seconded by Councilmember Yamaguchi, and carried (5 - 0) to appoint Kevin Larson to fill a term on the Financial Audit Oversight Committee, term ending in three (3) year.

AYES: Underhill, Wanke, Yamaguchi, Aguirre, Nelson
NOES: None

Mayor Nelson opened nominations for the **Heritage Festival Committee**.

Nomination was made to fill one (1) non-expiring vacancy.

Councilmember Wanke nominated, and Councilmember Underhill seconded the nomination of candidate Janice Lacher to each fill a term on the Heritage Festival Committee, a non-expiring vacancy.

A motion was made by Councilmember Wanke, seconded by Councilmember Underhill, and carried (5 – 0) to appoint Janice Lacher to each fill a term on the Heritage Festival Committee, a non-expiring term.

AYES: Underhill, Wanke, Yamaguchi, Aguirre, Nelson
NOES: None

Mayor Nelson opened nominations for the **Planning Commission**.

Nominations were made to fill one (1) vacancy expiring in four (4) years.

Councilmember Wanke nominated, and Mayor Nelson seconded the nomination of candidate Christine Schaefer to fill a term on the Planning Commission, term ending in four (4) years.

A motion was made by Councilmember Wanke, seconded by Mayor Nelson, and carried (5 – 0) to appoint Christine Schaefer to fill a term on the Planning Commission, terms ending in four (4) years.

AYES: Underhill, Wanke, Yamaguchi, Aguirre, Nelson
NOES: None

Mayor Nelson opened nominations for the **Planning Commission**.

Nominations were made to fill one (1) unexpired vacancy expiring on July 1, 2015.

Mayor Nelson nominated, and Mayor Pro Tem Aguirre seconded the nomination of candidate James Schenck to fill a term on the Planning Commission, unexpired term ending on July 1, 2015.

A motion was made by Mayor Nelson, seconded by Mayor Pro Tem Aguirre, and carried (5 – 0) to appoint James Schenck to each fill a term on the Planning Commission, unexpired term ending on July 1, 2015.

AYES: Underhill, Wanke, Yamaguchi, Aguirre, Nelson
NOES: None

Mayor Nelson appointed Kevin Kirwin to fill an unexpired term on the **Economic Development Committee** ending in one (1) year.

Mayor Nelson opened nominations for the **Recreation and Parks Commission**.

Nominations were made to fill three (3) vacancies expiring in four (4) years.

Councilmember Yamaguchi nominated, and Councilmember Underhill seconded the nomination of candidates Michael Dougherty, Bruce Hunt and Sharon Jackson to fill terms on the Planning Commission, all terms ending in four (4) years.

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Underhill, and carried (5 – 0) to appoint Michael Dougherty, Bruce Hunt and Sharon Jackson to each fill a term on the Planning Commission, all terms ending in four (4) years.

AYES: Underhill, Wanke, Yamaguchi, Aguirre, Nelson
NOES: None

Mayor Nelson opened nominations for the **Traffic Safety Commission**.

Nominations were made to fill two (2) vacancies expiring in four (4) years.

Councilmember Wanke nominated, and Mayor Pro Tem Aguirre seconded the nomination of candidates Foster Ruppert and Arnel Sarmiento to each fill a term on the Traffic Safety Commission, term ending in four (4) years.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Aguirre, and carried (5 – 0) to appoint Foster Ruppert and Arnel Sarmiento to each fill a term on the Planning Commission, both terms ending in four (4) years.

AYES: Underhill, Wanke, Yamaguchi, Aguirre, Nelson

NOES: None

Deputy City Clerk Moreno reported that an additional application was received for the Veterans Advisory Committee and that it may be included in the second round of interviews.

Mayor Nelson opened nominations for the **Veterans Advisory Committee**.

Nominations were made to fill one (1) non-expiring term.

Mayor Nelson nominated, and Councilmember Wanke seconded the nomination of candidate Janice Lacher to fill a term on the Veterans Advisory Committee, non-expiring term.

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, and carried (5 – 0) to appoint Janice Lacher to each fill a term on the Veterans Advisory Committee, a non-expiring term.

AYES: Underhill, Wanke, Yamaguchi, Aguirre, Nelson

NOES: None

SUCCESSOR AGENCY NEW BUSINESS:

d. **Adoption of a Resolution Approving Issuance of Tax Allocation Refunding Bonds and a Form of Indenture**

Financial Impact: Savings of approximately \$700,000 over remaining life of the bonds

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution RSA-2013-05, A Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Authorizing the issuance and sale of 2013 Tax Allocation Refunding Bonds to refinance outstanding bonds and notes of the former Redevelopment Agency of the City of Placentia, requesting certain actions and findings by the Oversight Board, and approving related matters

(5 – 0, as recommended)

Assistant City Administrator Domer provided a brief staff report on item 4.d He noted that the City submitted an application to the State for the refunding of the bonds. He noted that the money would be returned to the taxing entities. He noted that this item would be presented to the Oversight Board.

Councilmember Underhill inquired about the savings.

Assistant City Administrator Domer noted that the County collects the funding.

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Wanke, and carried (5 - 0) to adopt Resolution RSA-2013-05, A Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Authorizing the issuance and sale of 2013 Tax Allocation Refunding Bonds to refinance outstanding bonds and notes of the former Redevelopment Agency of the City of Placentia, requesting certain actions and findings by the Oversight Board, and approving related matters.

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Underhill requested that Council give Staff direction to arrange an informational presentation by the Orange County Vector Control District.

Mayor Nelson requested that Council give Staff direction to provide a report on the February 26, 2013 Cultural Arts Commission meeting.

City Attorney Arcznski noted that on February 26, 2013 the Cultural Arts Commission did not take official action.

City Administrator Butzlaff noted that the City Attorney provided a privileged memo to City Council. He noted that if Council desires they may provide a copy of the memo to any member of the public.

Mayor Nelson noted that he would provide Mrs. Yamaguchi a copy of the memorandum.

ADJOURNMENT: The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:40 p.m. to September 3, 2013 at 6:00 p.m. in memory of Tom Schofield.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

City of Placentia
Warrant Register
For 09/03/2013
FY 12/13

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 284,342.46

<u>Warrant Totals by ID</u>	
AP	284,342.46
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Warrant Totals by Fund</u>
101-General Fund	65,305.22
208-Successor Agency Ret Oblg Fnd	1,308.75
225-Asset Seizure	2,331.02
265-Landscape Maintenance	7,500.00
275-Sewer Maintenance	20,698.50
401-City Capital Projects	137,217.17
501-Refuse Administration	14,359.70
605-Risk Management	11,822.43
615-Information Technology	200.00
620-Citywide Services	23,519.67
701-Special Deposits	80.00

Warrant Total: 284,342.46

Void Total: 0.00
Warrant Total: 284,342.46

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

1.c.
September 17, 2013

**City of Placentia
Warrant Register
For 09/03/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	ANAHEIM FULLERTON TOW V006631	APRIL TOWING SERVICES	103041-6181 Towing Services	ITK0816A	2,780.25	APRIL 13A	P07690	00081374	08/15/2013
MW IP	ANAHEIM FULLERTON TOW V006631	MARCH TOWING SERVICES	103041-6181 Towing Services	ITK0816A	2,802.25	MARCH 13	P07690	00081374	08/15/2013
MW IP	ANAHEIM FULLERTON TOW V006631	MAY TOWING SERVICES	103041-6181 Towing Services	ITK0816A	3,663.00	MAY 13	P07690	00081374	08/15/2013
			Vendor Total:		9,245.50				
MW IP	ATHENS SERVICES V006622	JUNE STREET SWEEPING SVS	374387-6099 Other Professional Services	ITK0828C	14,186.90	3899190613.		00081466	08/30/2013
			Vendor Total:		14,186.90				
MW IP	BUSSE, MICHAEL V002621	RAMPART TRAINING REG	103041-6250 Staff Training	ITK0828C	30.00	082613.		00081467	08/30/2013
			Vendor Total:		30.00				
MW IP	CALIFORNIA STATE UNIV V006510	JUNE IMPOUND FEES	103041-6183 / 50208-6183 CSUF PD Reimburse Impound Fet	ITK0828C	1,155.43	JUNE 13 CSUF		00081468	08/30/2013
			Vendor Total:		1,155.43				
MW IP	CANON FINANCIAL SERV V008867	MAY COPIER MAINT	431010-6175 Office Equipment Rental	ITK0828C	499.99	2082208.		00081469	08/30/2013
			Vendor Total:		499.99				
MW IP	CANON SOLUTIONS AMER V008809	APR-JUL COPIER USAGE-CLERK	431010-6215 Telephone	ITK822A	153.47	4010310788		00081386	08/22/2013
			Vendor Total:		153.47				
MW IP	CHERENE, BECKY V005069	REIMBURSEMENT ICC MEETING	0044-2049 Health & Safety Collection	ITK0816A	80.00	020713	P09164	00081375	08/15/2013
			Vendor Total:		80.00				
MW IP	CLEAN CITY V007411	MAY ANIMAL PICK UP	103652-6290 Dept. Contract Services	ITK0828C	287.28	P132A.		00081470	08/30/2013
			Vendor Total:		287.28				
MW IP	COMMERCIAL AQUATIC SE V007411	JUNE CHEMICAL DELIVERIES	433654-6290	ITK822A	801.42	113-1308	P09223	00081387	08/22/2013
			Vendor Total:		801.42				

**City of Placentia
Warrant Register
For 09/03/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005203		Dept. Contract Services						
MW IP	COMMERCIAL AQUATIC SE	JUNE CHEMICAL DELIVERIES GO	433654-6290	ITK822A	744.10	113-1561	P09223	00081387	08/22/2013
	V005203		Dept. Contract Services						
				Vendor Total:	1,545.52				
MW IP	COMMUNITY SENIOR SERV	MAY SR CENTER KITCHEN SUPER	104071-6099 / 79278-6099	ITK822A	902.03	0006859-IN	P07868	00081388	08/22/2013
	V008148		Other Professional Services						
MW IP	COMMUNITY SENIOR SERV	JUNE SR CENTER KITCHEN SUPER	104071-6099 / 79278-6099	ITK822A	784.37	0006887-IN	P07868	00081388	08/22/2013
	V008148		Other Professional Services						
				Vendor Total:	1,686.40				
MW IP	CYBER RAIN	INSTALL IRRIGATION CONTROLL	296561-6185	ITK0816A	7,500.00	2763A	P08015	00081376	08/15/2013
	V008753		Construction Services						
				Vendor Total:	7,500.00				
MW IP	DUDEK & ASSOCIATES INC	DEC-JAN ENGINEERING SVS	484356-6017	ITK822A	2,933.46	20130101	P09188	00081389	08/22/2013
	V004114		Special Studies						
MW IP	DUDEK & ASSOCIATES INC	FEB-MARCH ENGINEERING SVS	484356-6017	ITK822A	1,278.49	20131144	P09188	00081389	08/22/2013
	V004114		Special Studies						
				Vendor Total:	4,211.95				
MW IP	EMPIRE PIPE CLEANING AN	MAY SEWER CLEANING SVS	484376-6120	ITK0828C	14,874.00	9247.		00081471	08/30/2013
	V003109		R & M/Sewer & Storm Drain						
				Vendor Total:	14,874.00				
MW IP	ENVIRONMENTAL SYSTEM	2 GIS LICENSE	484376-6120	ITK0816A	1,080.00	92678623		00081377	08/15/2013
	V008836		R & M/Sewer & Storm Drain						
				Vendor Total:	1,080.00				
MW IP	FAIRWAY FORD	VEHICLE REPAIRS	433658-6290	ITK0816A	209.00	C54881	P07859	00081378	08/15/2013
	V000376		Dept. Contract Services						
MW IP	FAIRWAY FORD	VEHICLE REPAIRS	433658-6290	ITK0816A	52.25	C55748	P07859	00081378	08/15/2013
	V000376		Dept. Contract Services						
MW IP	FAIRWAY FORD	PD VEHICLE BODY REPAIR	433658-6290	ITK822A	3,116.60	10373	P09189	00081390	08/22/2013
	V000376		Dept. Contract Services						

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW IP	FERGUSON PRAET & SHERN V000396	JUNE LEGAL SVS:VOHRA	404582-6006 / 10031-6006 Litigation	Vendor Total: ITK0828C	3,377.85 2,734.74 17391.		00081472	08/30/2013
MW IP	FERGUSON PRAET & SHERN V000396	JUNE LEGAL SVS:GONZALEZ	404582-6006 / 10036-6006 Litigation	ITK0828C	2,969.95 17392.		00081472	08/30/2013
MW IP	FERGUSON PRAET & SHERN V000396	JUNE LEGAL SVS:VOHRA	404582-6006 / 10031-6006 Litigation	ITK0816A	148.00 17341	P09163	00081379	08/15/2013
MW IP	FLEET SERVICES INC V000400	BUS REPAIR	433658-6290 Dept. Contract Services	Vendor Total: ITK0816A	5,852.69 2,676.86 231410022	P09160	00081380	08/15/2013
MW IP	GOLDEN STATE WATER CO V000928	JUNE WATER CHARGES	431010-6335 Water	Vendor Total: ITK0816A	2,676.86 3,285.52 080113		00081381	08/15/2013
MW IP	GOLDEN STATE WATER CO V000928	JUNE WATER CHARGES	431010-6335 Water	ITK0828C	1,011.05 081913A.		00081473	08/30/2013
MW IP	HONEYWELL INTERNATIONAL V001388	APR-JULY HVAC MAINTENANCE	433654-6290 Dept. Contract Services	Vendor Total: ITK822A	4,296.57 8,672.50 5225748744	P09211	00081391	08/22/2013
MW IP	HONEYWELL INTERNATIONAL V001388	HVAC REPAIR	433654-6290 Dept. Contract Services	ITK822A	739.50 5226250553	P09211	00081391	08/22/2013
MW IP	LIEBERT CASSIDY WHITMC V000597	JUNE LEGAL SVS	404582-6210 / 10033-6210 Liability Claims	Vendor Total: ITK0828C	9,412.00 5,845.00 161185.		00081474	08/30/2013
MW IP	MC FADDEN-DALE HARDW. V000635	PARTS	433658-6301 Special Department Supplies	Vendor Total: ITK822A	5,845.00 81.32 103420/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. V000635	PARTS	433658-6301 Special Department Supplies	ITK822A	9.33 104242/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. V000635	PARTS	433658-6301 Special Department Supplies	ITK822A	4.43 104245/5	P09226	00081392	08/22/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	4.21	104469/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	13.18	104772/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	15.17	104842/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. CREDIT V000635		433658-6301 Special Department Supplies	ITK822A	-97.41	77327/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	9.87	79415/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	12.18	79418/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	2.69	79437/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	10.48	87614/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	1.94	89304/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	8.53	91529/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	14.09	91808/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	12.06	94532/5	P09226	00081392	08/22/2013
MW IP	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	ITK822A	17.60	94678/5	P09226	00081392	08/22/2013
				Vendor Total:	119.67				
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	ITK822A	73.39	0423241	P09225	00081393	08/22/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	374386-6315 Office Supplies	ITK822A	172.80	042633	P09225	00081393	08/22/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	ORANGE COUNTY SANITAI V000698	4TH QTR FOG INSPECTIONS	484356-6099 Other Professional Services	Vendor Total: ITK822A	246.19	532.55 47912	P09161	00081394	08/22/2013
MW IP	ORANGE COUNTY TREASUI V007306	4TH QTR ANIMAL CONTROL SVS	103045-6280 Animal Control Services	Vendor Total: ITK0828C	532.55	41,803.00 AC1390065.		00081475	08/30/2013
MW IP	OVERLAND PACIFIC & CUT V002804	FEB RELOCATION SVS-METROLIN	540000-6099 Other Professional Services	Vendor Total: ITK822A	41,803.00	1,308.75 1302009	P09187	00081395	08/22/2013
MW IP	PSYCHOLOGICAL CONSULT1 V003436	JUNE PRE EMPLOYMENT EXAMS	101512-6099 Other Professional Services	Vendor Total: ITK0828C	1,308.75	350.00 0002287A.		00081476	08/30/2013
MW IP	PSYCHOLOGICAL CONSULT1 V003436	FEB PSYCH BACKGROUND	103040-6290 Dept. Contract Services	ITK822A	350.00	0002092A	P09165	00081396	08/22/2013
MW IP	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	103655-6115 Landscaping	Vendor Total: ITK0828C	700.00	142.50 203599.		00081477	08/30/2013
MW IP	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	ITK0828C	142.50	203599.		00081477	08/30/2013
MW IP	SIEMENS INDUSTRY INC V008785	JUNE SIGNAL MAINT-PLACENTIA	333552-6185 / 61098-6185 Construction Services	Vendor Total: ITK0828C	285.00	244.27 400106293.		00081478	08/30/2013
MW IP	SIEMENS INDUSTRY INC V008785	APRIL SIGNAL MAINT-OC BRIDGE	333552-6185 / 61056-6185 Construction Services	ITK0828C	592.25	400109080.		00081478	08/30/2013
MW IP	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	ITK0828C	29.82	400109093.		00081478	08/30/2013
MW IP	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	103652-6099 Other Professional Services	ITK0828C	3,058.38	400109093.		00081478	08/30/2013
MW IP	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/Other Agencies	ITK0828C	31.25	400109093.		00081478	08/30/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	ITK0828C	181.77	400109093.		00081478	08/30/2013
				Vendor Total:	4,137.74				
MW IP	STANTEC CONSULTING SEF JUNE TRAFFIC ENGINEERING-SAF V008895	333552-6185 / 6111440151-6185 Construction Services		ITK0828C	20,007.59	705469.		00081479	08/30/2013
MW IP	STANTEC CONSULTING SEF JUNE TRAFFIC ENGINEERING-SAF V008895	333552-6185 / 6111440011-6185 Construction Services		ITK0828C	2,223.06	705469.		00081479	08/30/2013
				Vendor Total:	22,230.65				
MW IP	SUNGARD PUBLIC SECTOR V005987	JUNE POSTING STRATEGY REVIEW	422023-6136 Software Maintenance	ITK0816A	200.00	69266	P09170	00081382	08/15/2013
				Vendor Total:	200.00				
MW IP	SUPERIOR PAVEMENT MAR TRAFFIC STRIPING V009006	103652-6132 Repair & Maintenance/Streets		ITK0828C	1,208.00	4546.		00081480	08/30/2013
				Vendor Total:	1,208.00				
MW IP	T-MOBILE V004339	IPHONES FOR DETECTIVES Machinery & Equipment	213041-6840	ITK0816A	2,331.02	0628-0701A		00081383	08/15/2013
				Vendor Total:	2,331.02				
MW IP	TYCO INTERGRATED SECUI JUNE SECURITY MONITORING V008496	433654-6290 Dept. Contract Services		ITK0828C	937.00	00381901.		00081481	08/30/2013
MW IP	TYCO INTERGRATED SECUI FEB SECURITY MONITORING V008496	433654-6290 Dept. Contract Services		ITK0828C	500.74	91858847.		00081481	08/30/2013
				Vendor Total:	1,437.74				
MW IP	US LEGAL SUPPORT INC V008962	LEGAL SERVICES:REED Litigation	404582-6006 / 10034-6006	ITK0828C	124.74	513138.		00081482	08/30/2013
				Vendor Total:	124.74				
MW IP	WILLDAN ENGINEERING V001127	JUNE TRAFFIC ENGINEERING Engineering Services	103550-6015	ITK0828C	5,040.00	006-12108.		00081483	08/30/2013
MW IP	WILLDAN ENGINEERING V001127	JUNE TRAFFIC ENGINEERING OC I Engineering Services	333552-6015 / 6105615155-6015	ITK0816A	490.00	00612111	P08728	00081384	08/15/2013
MW IP	WILLDAN ENGINEERING V001127	GENERAL PLAN CIRCULATION	102531-6290	ITK822A	490.00	00612110	P09162	00081397	08/22/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001127		Dept. Contract Services						
MW IP	WILLDAN ENGINEERING V001127	MAY TRAFFIC ENGINEERING-PED	333552-6185 / 6110240202-6185 Construction Services	ITK822A	420.00	00612109	P09166	00081397	08/22/2013
			Vendor Total:		6,440.00				
MW IP	Y & M CONSTRUCTION V008975	PHASE II CONSTRUCT SVS: ADA	333552-6185 / 6110240202-6185 Construction Services	ITK822A	113,240.00	PROG PAYMEI	P08678	00081398	08/22/2013
			Vendor Total:		113,240.00				
			Type Total:		284,342.46				
			Warrant Total:		284,342.46				

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FY 13/14

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 820,951.72

<u>Warrant Totals by ID</u>	
AP	746,815.10
EP	74,136.62
IP	0.00
OP	0.00

<u>Fund Name</u>		<u>Warrant Totals by Fund</u>	
101-General Fund		150,527.09	
225-Asset Seizure		16,140.98	
260-Street Lighting District		33,105.95	
265-Landscape Maintenance		22,337.44	
275-Sewer Maintenance		25,960.61	
280-Misc Grants Fund		155.14	
401-City Capital Projects		122,694.46	
501-Refuse Administration		17,464.48	
601-Employee Health & Welfare		211,760.31	
605-Risk Management		31,551.95	
615-Information Technology		15,966.52	
620-Citywide Services		159,215.51	
701-Special Deposits		14,071.28	

Void Total: 0.00
Warrant Total: 820,951.72

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

Warrant Total: 820,951.72

Warrant Total:

1.d.

September 17, 2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004911	09/01/2013
		Vendor Total:			210.74				
EP	ALDWIR, MAMOUN E000113	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	1,315.08	SEPTEMBER 1		00004912	09/01/2013
		Vendor Total:			1,315.08				
EP	ANDERSON, MARLA E000071	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	811.00	SEPTEMBER 1		00004913	09/01/2013
		Vendor Total:			811.00				
EP	ARMSTRONG, JOHN T E000046	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	1,198.00	SEPTEMBER 1		00004914	09/01/2013
		Vendor Total:			1,198.00				
EP	BABCOCK, CHARLES A E000015	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	283.00	SEPTEMBER 1		00004915	09/01/2013
		Vendor Total:			283.00				
EP	BEALS, SHARLENE E000076	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004916	09/01/2013
		Vendor Total:			210.74				
EP	BONESCHANS, DENNIS E000020	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004917	09/01/2013
		Vendor Total:			210.74				
EP	BUNNELL, DONALD E000062	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004918	09/01/2013
		Vendor Total:			536.48				
EP	BURGNER, ARTHUR E000074	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004919	09/01/2013
		Vendor Total:			536.48				
EP	CHANDLER, JOHN P E000109	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	919.00	SEPTEMBER 1		00004920	09/01/2013
		Vendor Total:			919.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
		Vendor Total:			919.00				
EP	CHANG, ROBERT E000107	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	1,330.00	SEPTEMBER I.		00004921	09/01/2013
		Vendor Total:			1,330.00				
EP	COBBETT, GEOFFREY E000007	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	798.20	SEPTEMBER I.		00004922	09/01/2013
		Vendor Total:			798.20				
EP	COOK, ARLENE M E000018	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER I.		00004923	09/01/2013
		Vendor Total:			536.48				
EP	D'AMATO, ROBERT E000056	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER I.		00004924	09/01/2013
		Vendor Total:			536.48				
EP	DAVID, PRESTON E000112	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	985.06	SEPTEMBER I.		00004925	09/01/2013
		Vendor Total:			985.06				
EP	DAVIS, CAROLYN E000005	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER I.		00004926	09/01/2013
		Vendor Total:			536.48				
EP	DELOS SANTOS, JAMIE E000045	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	997.00	SEPTEMBER I.		00004927	09/01/2013
		Vendor Total:			997.00				
EP	DICKSON, ROBERTA JO E000011	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER I.		00004928	09/01/2013
		Vendor Total:			210.74				
EP	DOWNEY, CAROL E000082	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER I.		00004929	09/01/2013
		Vendor Total:			536.48				
EP	DURNIL, RODNEY	SEPT MEDICAL REIMBURSEMENT	395083-5161	R082213	985.06	SEPTEMBER I.		00004930	09/01/2013
		Vendor Total:			985.06				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoices#	PO #	Check #	Check Date
	E000036		Health Insurance Premiums						
EP	ECKENRODE, NORMAN E000029	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	985.06 536.48	SEPTEMBER 1		00004931	09/01/2013
EP	ELSTRO, ANN M E000027	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	536.48 536.48	SEPTEMBER 1		00004932	09/01/2013
EP	ESCOBOSA, LILLIAN E000055	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	536.48 536.48	SEPTEMBER 1		00004933	09/01/2013
EP	ESPINOZA, ROSALINDA E000016	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	536.48 441.00	SEPTEMBER 1		00004934	09/01/2013
EP	FIGUEROA, DANIEL E000057	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	441.00 146.32	SEPTEMBER 1		00004935	09/01/2013
EP	FISCHER, HAROLD A E000023	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	146.32 625.00	SEPTEMBER 1		00004936	09/01/2013
EP	FRICKE, JUERGEN E000075	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	625.00 677.00	SEPTEMBER 1		00004937	09/01/2013
EP	FULLER, GLENN H E000081	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	677.00 663.00	SEPTEMBER 1		00004938	09/01/2013
EP	GALLANT, KAREN E000008	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	663.00 536.48	SEPTEMBER 1		00004939	09/01/2013
				Vendor Total:	536.48				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	GARNER, JO ANN E000047	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004940	09/01/2013
		Vendor Total:			536.48				
EP	GARNER, KITTY E000080	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	997.00	SEPTEMBER 1		00004941	09/01/2013
		Vendor Total:			997.00				
EP	GOMEZ, DANIEL E000049	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004942	09/01/2013
		Vendor Total:			536.48				
EP	GRIMM, DENNIS L E000042	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	419.00	SEPTEMBER 1		00004943	09/01/2013
		Vendor Total:			419.00				
EP	HOCH, ELEANOR M E000078	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004944	09/01/2013
		Vendor Total:			210.74				
EP	ICMA RETIREMENT TRUST V000496	P/E 08/17/13 PD DATE 08/23/13	0037-2170 Deferred Comp Payable - ICMA	PY13017	52.50	2995/1301017		00004910	08/23/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 08/17/13 PD DATE 08/23/13	0043-2170 Deferred Comp Payable - ICMA	PY13017	50.00	2995/1301017		00004910	08/23/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 08/17/13 PD DATE 08/23/13	0048-2170 Deferred Comp Payable - ICMA	PY13017	121.08	2995/1301017		00004910	08/23/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 08/17/13 PD DATE 08/23/13	0029-2170 Deferred Comp Payable - ICMA	PY13017	61.55	2995/1301017		00004910	08/23/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 08/17/13 PD DATE 08/23/13	0010-2170 Deferred Comp Payable - ICMA	PY13017	7,040.66	2995/1301017		00004910	08/23/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 8/15/13 PD DATE 8/15/15	0010-2170 Deferred Comp Payable - ICMA	PY 13117	6,078.79	2995/1301117		00004909	08/15/2013
EP	ICMA RETIREMENT TRUST V000496	PE 08/31/13 PD DATE 08/31/13	0010-2170 Deferred Comp Payable - ICMA	PY13818	125.00	2995/1301818		00005003	09/03/2013
		Vendor Total:			13,529.58				

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EP	IRVINE, SUZETTE E000019	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	811.00	SEPTEMBER 1		00004945	09/01/2013
		Vendor Total:			811.00				
EP	JENKINS, ROBERT E000084	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004946	09/01/2013
		Vendor Total:			536.48				
EP	JOHNSON, SHARON E000099	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004947	09/01/2013
		Vendor Total:			536.48				
EP	JONES, ROBERT E000053	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	146.32	SEPTEMBER 1		00004948	09/01/2013
		Vendor Total:			146.32				
EP	JUDD, TERRELL E000115	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	1,315.08	SEPTEMBER 1		00004949	09/01/2013
		Vendor Total:			1,315.08				
EP	KIRKLAND, RICHARD L E000110	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	435.03	SEPTEMBER 1		00004950	09/01/2013
		Vendor Total:			435.03				
EP	LITTLE, DIANE M E000098	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	419.00	SEPTEMBER 1		00004951	09/01/2013
		Vendor Total:			419.00				
EP	LOWREY, B.J E000041	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	276.00	SEPTEMBER 1		00004952	09/01/2013
		Vendor Total:			276.00				
EP	MAERTZWEILER, MICHAEL E000032	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004953	09/01/2013
		Vendor Total:			536.48				
EP	MANNING, VEDA M E000063	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004954	09/01/2013
		Vendor Total:			210.74				

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EP	MARMOLEJO, PACO E000068	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	210.74 1,330.00		00004955	09/01/2013
EP	MILANO, JAMES E000054	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	1,330.00 536.48		00004956	09/01/2013
EP	MILLER, RICHARD E000106	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	536.48 919.00		00004957	09/01/2013
EP	MONTOOTH, MARLENE E000021	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	919.00 210.74		00004958	09/01/2013
EP	MOORE, LARRY W E000044	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	210.74 883.00		00004959	09/01/2013
EP	NAJERA, ROBERT JR E000065	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	883.00 985.06		00004960	09/01/2013
EP	NISSEN, JANICE E000073	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	985.06 210.74		00004961	09/01/2013
EP	OLEA, ARLENE J E000014	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	210.74 1,315.08		00004962	09/01/2013
EP	ORTEGA, MANUEL E E000100	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	1,315.08 926.00		00004963	09/01/2013
EP	PALMER, GEORGE	SEPT MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: R082213	926.00 810.00		00004964	09/01/2013

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	E000094		Health Insurance Premiums						
EP	PASCUA, RAYNALD E000114	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	810.00 1,330.00	SEPTEMBER 1:		00004965	09/01/2013
EP	PASPALL, MIHAJLO E000085	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	1,330.00 407.64	SEPTEMBER 1:		00004966	09/01/2013
EP	PEREZ, ROBERT E000111	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	407.64 146.32	SEPTEMBER 1:		00004967	09/01/2013
EP	PICHON, WALTER E000103	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	146.32 255.43	SEPTEMBER 1:		00004968	09/01/2013
EP	PONCE, EDMUND M E000040	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	255.43 210.74	SEPTEMBER 1:		00004969	09/01/2013
EP	REDIFER, KIM R E000022	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	210.74 810.00	SEPTEMBER 1:		00004970	09/01/2013
EP	RENDEN, BRIAN E000083	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	810.00 883.00	SEPTEMBER 1:		00004971	09/01/2013
EP	REYES, ROGER T E000024	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	883.00 811.00	SEPTEMBER 1:		00004972	09/01/2013
EP	RICE, RUSSELL J E000059	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	811.00 973.00	SEPTEMBER 1:		00004973	09/01/2013
				Vendor Total:	973.00				

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EP	RISHER, THOMAS A E000013	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	811.00	SEPTEMBER 1		00004974	09/01/2013
		Vendor Total:			811.00				
EP	RITCHIE, SYLVIA E000072	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004975	09/01/2013
		Vendor Total:			536.48				
EP	RIVERA, AIDA E000026	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004976	09/01/2013
		Vendor Total:			210.74				
EP	ROACH, MICHAEL E000105	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	919.00	SEPTEMBER 1		00004977	09/01/2013
		Vendor Total:			919.00				
EP	ROBB, SANDRA E000043	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004978	09/01/2013
		Vendor Total:			536.48				
EP	ROBERTSON, JAMES S E000093	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004979	09/01/2013
		Vendor Total:			210.74				
EP	RODARTE, JOE R E000034	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	663.00	SEPTEMBER 1		00004980	09/01/2013
		Vendor Total:			663.00				
EP	ROKOSZ, KEN A E000035	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	435.03	SEPTEMBER 1		00004981	09/01/2013
		Vendor Total:			435.03				
EP	ROSE, RICHARD D E000050	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	989.01	SEPTEMBER 1		00004982	09/01/2013
		Vendor Total:			989.01				
EP	SALE, LEE R E000031	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004983	09/01/2013
		Vendor Total:			536.48				

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				Vendor Total:	536.48				
EP	SANCHEZ, LAURA E000058	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004984	09/01/2013
				Vendor Total:	210.74				
EP	SANGOLUISA, ZORA G E000048	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	210.74	SEPTEMBER 1		00004985	09/01/2013
				Vendor Total:	210.74				
EP	SCHLIEDER, BEVERLY E000120	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	1,330.00	SEPTEMBER 1		00004986	09/01/2013
				Vendor Total:	1,330.00				
EP	SCHULTZ, DANIEL E000070	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	146.32	SEPTEMBER 1		00004987	09/01/2013
				Vendor Total:	146.32				
EP	SOMOYA, JOHN P E000089	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	810.00	SEPTEMBER 1		00004988	09/01/2013
				Vendor Total:	810.00				
EP	SOTO, PHILIP J E000052	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	536.48	SEPTEMBER 1		00004989	09/01/2013
				Vendor Total:	536.48				
EP	SPRAGUE, GARY A E000064	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	1,198.00	SEPTEMBER 1		00004990	09/01/2013
				Vendor Total:	1,198.00				
EP	STEPHEN, JEFFREY E000119	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	1,223.27	SEPTEMBER 1		00004991	09/01/2013
				Vendor Total:	1,223.27				
EP	TAYLOR, DAVID M E000088	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082213	919.00	SEPTEMBER 1		00004992	09/01/2013
				Vendor Total:	919.00				
EP	THOMANN, DARYLL L	SEPT MEDICAL REIMBURSEMENT	395083-5161	R082213	536.48	SEPTEMBER 1		00004993	09/01/2013

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	E000101		Health Insurance Premiums						
EP	TOTH, STEVE E000067	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	536.48 810.00	SEPTEMBER 1		00004994	09/01/2013
EP	TRIFOS, WILLIAM E000104	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	810.00 1,153.00	SEPTEMBER 1		00004995	09/01/2013
EP	VALENTINE, THOMAS E000118	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	1,153.00 1,198.00	SEPTEMBER 1		00004996	09/01/2013
EP	VERSTYNEN, WILLIAM E000092	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	1,198.00 415.75	SEPTEMBER 1		00004997	09/01/2013
EP	WAHL, KATHLEEN A E000030	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	415.75 210.74	SEPTEMBER 1		00004998	09/01/2013
EP	WIEST, STEPHEN E000079	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	210.74 536.48	SEPTEMBER 1		00004999	09/01/2013
EP	WORDEN, LARRY M E000116	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	536.48 1,153.00	SEPTEMBER 1		00005000	09/01/2013
EP	ZAMORA, JERRY E000037	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	1,153.00 919.00	SEPTEMBER 1		00005001	09/01/2013
EP	ZINN, JOHN E000009	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082213	919.00 985.06	SEPTEMBER 1		00005002	09/01/2013
				Vendor Total:	985.06				

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				Type Total:	74,136.62				
MW OH	ABBA TERMITES & PEST CONTROL BEE TRAP SERVICE V000087		433654-6290 Dept. Contract Services	JW82813A	195.00	21430	P09174	00081484	09/03/2013
MW OH	ABBA TERMITES & PEST CONTROL JULY BEE TRAP SERVICE V000087		433654-6290 Dept. Contract Services	JW82813A	100.00	21510	P09174	00081484	09/03/2013
MW OH	ABBA TERMITES & PEST CONTROL JULY GOPHER TRAP SERVICE V000087		433654-6290 Dept. Contract Services	JW82813A	200.00	21511	P09174	00081484	09/03/2013
				Vendor Total:	495.00				
MW OH	ACCO ENGINEERED SYSTEMS INSTALL CONDENSER FAN MOTOR V006901		441573-6136 Software Maintenance	JW82813A	784.00	1494726	P09122	00081485	09/03/2013
				Vendor Total:	784.00				
MW OH	ACRO PRINTING INC V009053	SUPPLIES-NATIONAL NIGHT OUT	213041-6301 Special Department Supplies	JW82813A	359.70	66683	P09149	00081486	09/03/2013
MW OH	ACRO PRINTING INC V009053	SUPPLIES-NATIONAL NIGHT OUT	213041-6301 Special Department Supplies	JW82813A	703.09	66684	P09149	00081486	09/03/2013
MW OH	ACRO PRINTING INC V009053	SUPPLIES-NATIONAL NIGHT OUT	213041-6301 Special Department Supplies	JW82813A	181.59	66685	P09149	00081486	09/03/2013
				Vendor Total:	1,244.38				
MW OH	ADAMS, ED V001652	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79140-6060 Instructional Services	JW82813A	1,738.50	SUMMER 2013	P09207	00081487	09/03/2013
				Vendor Total:	1,738.50				
MW OH	ALCALA, JASON V006564	TACT EMERGENCY-MEAL, MILEAGE	103041-6250 Staff Training	JW82813A	22.17	4113	P09101	00081488	09/03/2013
MW OH	ANDERSON, MARILYN V008908	CCPOA TRAINING-MEALS	103041-6250 Staff Training	JW82813A	120.00	4132	P09097	00081489	09/03/2013
				Vendor Total:	120.00				
MW OH	ARAMARK UNIFORM SERVICE V004232	PW UNIFORMS	103650-6360 Uniforms	JW82813A	175.41	502-8059764	P09047	00081490	09/03/2013
MW OH	ARAMARK UNIFORM SERVICE V004232	PW UNIFORMS	103650-6360	JW82813A	109.63	502-8059765	P09047	00081490	09/03/2013

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	V004232		Uniforms						
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	JW82813A	175.41	502-8076470	P09047	00081490	09/03/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	JW82813A	61.12	502-8076471	P09047	00081490	09/03/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	JW82813A	175.41	502-8093244	P09047	00081490	09/03/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	JW82813A	109.63	502-8093245	P09047	00081490	09/03/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	JW82813A	175.41	502-8110098	P09047	00081490	09/03/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	JW82813A	61.12	502-8110099	P09047	00081490	09/03/2013
				Vendor Total:	1,043.14				
MW OH	ASCAP V004439	FY 13/14 MUSIC LICENSE	441573-6301 Special Department Supplies	JW82813A	330.50	072013	P09123	00081491	09/03/2013
				Vendor Total:	330.50				
MW IP	AT & T MOBILITY V008709	JULY IPAD CHARGES	431010-6215 Telephone	ITK0828B	448.08	X08152013		00081428	08/30/2013
				Vendor Total:	448.08				
MW IP	AT&T V004144	JULY-AUG PHONE CHARGES	296561-6215 Telephone	ITK0821A	369.89	081513		00081399	08/22/2013
MW IP	AT&T V004144	JULY-AUG PHONE CHARGES	431010-6215 Telephone	ITK0821A	1,516.38	081513		00081399	08/22/2013
MW IP	AT&T V004144	JULY-AUG PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK0821A	7.81	081513		00081399	08/22/2013
MW IP	AT&T V004144	JULY-AUG PHONE CHARGES	431010-6215 Telephone	ITK0828B	509.31	082013		00081429	08/30/2013
MW IP	AT&T V004144	JULY-AUG PHONE CHARGES	296561-6215 Telephone	ITK0828B	139.49	082013		00081429	08/30/2013

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	Vendor Total:				2,542.88				
MW OH	ATHENS SERVICES V006622	JULY STREET SWEEPING SVS	374387-6099 Other Professional Services	JW82813A	16,466.45	3899190713	P09060	00081492	09/03/2013
	Vendor Total:				16,466.45				
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	13.50	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MOVIE IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	111.99	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	AQUITICS SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	42.45	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P. A. R. K. S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	68.12	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P. A. R. K. S EXCURSION MEALS	104071-6301 Special Department Supplies	ITK0820A	143.24	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CREDIT - EXCURSION MEAL	104071-6301 Special Department Supplies	ITK0820A	-143.24	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	JULY VIDEO RENTAL FEE	104071-6301 Special Department Supplies	ITK0820A	26.99	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P. A. R. K. S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	92.65	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P. A. R. K. S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	135.19	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P. A. R. K. S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	95.41	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GOMEZ EXCURSION MEALS	104071-6301 Special Department Supplies	ITK0820A	147.16	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	16.20	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	10.80	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P. A. R. K. S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	4.57	JULY 13		00081385	08/20/2013

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	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	MOVIE IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	21.56	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	FUTSAL SUPPLIES	104071-6301 / 79105-6301 Special Department Supplies	ITK0820A	72.79	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	JULY SR. CENTER WATER DELIVE	104071-6301 / 79278-6301 Special Department Supplies	ITK0820A	92.24	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	T-BALL EQUIPMENT	104071-6301 / 79368-6301 Special Department Supplies	ITK0820A	30.75	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	T-BALL SUPPLIES	104071-6301 / 79368-6301 Special Department Supplies	ITK0820A	12.70	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	YOUTH SOCCER MEDALS	104071-6301 / 79380-6301 Special Department Supplies	ITK0820A	71.34	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 / 79386-6301 Special Department Supplies	ITK0820A	53.91	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	HERITAGE FESTIVAL FLYERS	104071-6301 / 79392-6301 Special Department Supplies	ITK0820A	222.31	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MOVIE IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	ITK0820A	77.41	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MOVIE IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	ITK0820A	138.06	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MOVIE IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	ITK0820A	200.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MOVIE IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	ITK0820A	146.49	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	AQUATICS EQUIPMENT	104071-6301 / 79510-6301 Special Department Supplies	ITK0820A	224.19	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	AQUATICS SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0820A	8.64	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	AQUATICS SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0820A	124.76	JULY 13		00081385	08/20/2013

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MW IP	BANK OF AMERICA V008741	AQUATICS SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0820A	27.54	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CHECKED BAG FEE-PASCARELLA	213041-6250 Staff Training	ITK0820A	25.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	IT SUPPLIES	422023-6135 Repair/Maint Off Furn & Eqp	ITK0820A	1,338.09	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	IT SUPPLIES	422023-6135 Repair/Maint Off Furn & Eqp	ITK0820A	17.27	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	LIGHT BULBS	433654-6130 Repair & Maint/Facilities	ITK0820A	539.03	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CLEANING SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0820A	58.21	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	KEYS	433654-6130 Repair & Maint/Facilities	ITK0820A	77.25	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR KITS	433654-6130 Repair & Maint/Facilities	ITK0820A	54.10	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SR. CENTER A/C UNIT	433654-6301 Special Department Supplies	ITK0820A	469.92	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	AUTO PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0820A	55.90	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	TIRES	433658-6134 Vehicle Repair & Maintenance	ITK0820A	475.20	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	WHEEL WEIGHTS	433658-6134 Vehicle Repair & Maintenance	ITK0820A	120.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	FLOOR MATS	433658-6134 Vehicle Repair & Maintenance	ITK0820A	323.20	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	WHEEL HUB ADAPTORS	433658-6134 Vehicle Repair & Maintenance	ITK0820A	21.56	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	VEHICLE MAINT	433658-6290 Dept. Contract Services	ITK0820A	132.79	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	TIRES	433658-6290	ITK0820A	583.20	JULY 13		00081385	08/20/2013

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	V008741		Dept. Contract Services						
MW IP	BANK OF AMERICA V008741	AUTO PARTS	433658-6290 Dept. Contract Services	ITK0820A	154.46	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CAT FOR JEEP WRANGLER	433658-6290 Dept. Contract Services	ITK0820A	459.20	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	TIRE PRESSURE MONITOR	433658-6290 Dept. Contract Services	ITK0820A	130.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	TIRES	433658-6290 Dept. Contract Services	ITK0820A	293.76	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	AUTO SERVICE	433658-6290 Dept. Contract Services	ITK0820A	73.05	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	VEHICLE SCANNER	433658-6301 Special Department Supplies	ITK0820A	183.59	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CAR ANTENNA	433658-6301 Special Department Supplies	ITK0820A	14.03	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	RACES MTG SUPPLIES	101514-6245 Meetings & Conferences	ITK0820A	10.48	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	NOTARY ASSN RENEWAL	101512-6250 Staff Training	ITK0820A	432.21	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	DEPOSIT-MGMT RETREAT	101512-6250 Staff Training	ITK0820A	1,607.04	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	ORAL BOARD LUNCH	101512-6245 Meetings & Conferences	ITK0820A	78.04	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MEETING MEAL-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0820A	19.12	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	ICMA CONF AIRFARE-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0820A	479.60	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	AIRLINE SVS FEE-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0820A	7.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MEETING LUNCH-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0820A	47.34	JULY 13		00081385	08/20/2013

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MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0820A	70.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0820A	67.64	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0820A	55.65	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0820A	70.02	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0820A	39.46	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	FASTRAK-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0820A	40.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0820A	72.41	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	7/16 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0820A	37.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	7/16 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0820A	32.79	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	7/16 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0820A	41.90	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	INTERVIEW SUPPLIES	101001-6245 Meetings & Conferences	ITK0820A	23.47	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SCSBOA MEMBERSHIP	0044-2067 / 79392-2067 Heritage Committee	ITK0820A	100.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MISC SUPPLIES	0044-2067 Heritage Committee	ITK0820A	15.98	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GREEN TECH SEMINAR-CHANG	0044-2049 Health & Safety Collection	ITK0820A	190.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GREEN TECH SEMINAR-CHERENE	0044-2049 Health & Safety Collection	ITK0820A	190.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA	MAY & JUNE COMMODITIES DELI	0044-2040 / 79282-2040	ITK0820A	180.00	JULY 13		00081385	08/20/2013

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	V008741		Special Deposits						
MW IP	BANK OF AMERICA V008741	SR. CENTER BINGO PRIZES	0044-2040 / 79278-2040 Special Deposits	ITK0820A	97.47	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	EVIDENCE BOXES,LABELS,GLOVI	103043-6301 / 50100-6301 Special Department Supplies	ITK0820A	623.27	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	ADVERTISING MAILER	101572-6301 Special Department Supplies	ITK0820A	67.12	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	BUILDING CODE BOOKS	102532-6320 Books & Periodicals	ITK0820A	1,190.29	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SUPPLIES-117 N. MAINT ST	102534-6720 Buildings	ITK0820A	103.25	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SUPPLIES-117 N. MAIN ST	102534-6720 Buildings	ITK0820A	94.31	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	JULY PD WATER SERVICE	103040-6301 Special Department Supplies	ITK0820A	226.80	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	DEPOSIT-PD AWARDS CEREMONY	103040-6301 Special Department Supplies	ITK0820A	500.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PD TONER	103040-6315 Office Supplies	ITK0820A	181.42	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	INVITATIONS-PD AWARDS CEREM	103040-6315 Office Supplies	ITK0820A	45.34	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	GANG PACKET SUPPLIES	103040-6315 Office Supplies	ITK0820A	271.03	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ITK0820A	34.80	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	IED RECOGNITION REG-CONROY	103041-6250 Staff Training	ITK0820A	40.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	STOP URBAN BLIGHT REG-MAKO'	103041-6250 Staff Training	ITK0820A	49.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SLI #7 HOTEL-BUTTS	103041-6250 Staff Training	ITK0820A	283.66	JULY 13		00081385	08/20/2013

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MW IP	BANK OF AMERICA V008741	SLI #3 HOTEL-MCELHINNEY	103041-6250 Staff Training	ITK0820A	294.84	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	INVITATIONS-PD AWARDS CEREM	103041-6301 Special Department Supplies	ITK0820A	31.57	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	JULY PD DIRECT TV CHARGES	103041-6301 Special Department Supplies	ITK0820A	40.99	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PD SUPPLIES	103041-6301 Special Department Supplies	ITK0820A	30.24	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	DEPOSIT-PD AWARDS CEREMONY	103041-6301 Special Department Supplies	ITK0820A	250.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PD SUPPLIES	103041-6301 Special Department Supplies	ITK0820A	47.68	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PD RETIREE BREAKFAST SUPPLIE	103041-6301 Special Department Supplies	ITK0820A	120.71	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	RETIREE FLAT BADGE-REIMBURS	103041-6301 Special Department Supplies	ITK0820A	40.86	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PD OFFICER BADGES	103041-6301 Special Department Supplies	ITK0820A	140.34	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	AUG DIRECT TV CHARGES	103041-6301 Special Department Supplies	ITK0820A	40.99	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CHAIR FOR PD	103041-6301 / 50040-6301 Special Department Supplies	ITK0820A	138.23	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CAL GANG CONF REG-UCEDA,URI	103042-6250 Staff Training	ITK0820A	935.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CHAIR FOR PD	103042-6301 / 50072-6301 Special Department Supplies	ITK0820A	161.99	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	RETIREMENT CAKE FOR BEV	103043-6301 Special Department Supplies	ITK0820A	33.99	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PD BATTERIES	103043-6301 / 50040-6301 Special Department Supplies	ITK0820A	99.89	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA	LIVE SCAN HAND WIPES	103043-6301 / 50085-6301	ITK0820A	14.84	JULY 13		00081385	08/20/2013

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	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	SWABS/NARC TEST KITS	103043-6301 / 50100-6301 Special Department Supplies	ITK0820A	683.26	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	MEETING SUPPLIES	101572-6301 Special Department Supplies	ITK0820A	7.18	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SED DOOR KEYS	103043-6301 / 50100-6301 Special Department Supplies	ITK0820A	8.10	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PD BLANK CDS & DVDS	103043-6301 / 50100-6301 Special Department Supplies	ITK0820A	426.60	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	JAIL/PRISONER BLANKETS	103043-6301 / 50100-6301 Special Department Supplies	ITK0820A	178.54	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	WASTE MGT CONF REG-PW	103550-6245 Meetings & Conferences	ITK0820A	140.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PW TONER	103650-6315 Office Supplies	ITK0820A	387.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	WATER FOR PW YARD	103652-6301 Special Department Supplies	ITK0820A	22.36	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	ITK0820A	26.61	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	BACK BOARD FOR SPORTS COMP	103655-6301 Special Department Supplies	ITK0820A	19.90	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	QUANTUM COUPLINGS	103655-6301 Special Department Supplies	ITK0820A	289.70	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	ITK0820A	58.44	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SEED, TOP SOIL	103655-6301 Special Department Supplies	ITK0820A	20.47	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	FLAG BOX MATERIALS	103655-6301 Special Department Supplies	ITK0820A	25.79	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	ITK0820A	6.46	JULY 13		00081385	08/20/2013

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MW IP	BANK OF AMERICA V008741	TOP SOIL	103655-6301 Special Department Supplies	ITK0820A	226.80	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SOIL BLEND FOR TURF	103655-6301 Special Department Supplies	ITK0820A	129.60	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	ITK0820A	26.94	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SOD CUTTER BLADES	103655-6301 Special Department Supplies	ITK0820A	193.95	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	BRIDGE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0820A	70.85	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	FILLER SAND FOR TURF	103655-6301 Special Department Supplies	ITK0820A	216.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	SOD CUTTING KNIFE	103655-6301 Special Department Supplies	ITK0820A	22.09	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	FILLER SAND FOR TURF	103655-6301 Special Department Supplies	ITK0820A	216.00	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	PHONE CASE	103655-6301 Special Department Supplies	ITK0820A	26.99	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	433.01	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	84.61	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	60.97	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	62.27	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	71.94	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	205.42	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	76.64	JULY 13		00081385	08/20/2013

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	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	21.60	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	46.76	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	15.10	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SIGNS	104071-6301 Special Department Supplies	ITK0820A	168.48	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	21.55	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	33.01	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	CONCERT C.S. BOOTH SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	525.17	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	74.53	JULY 13		00081385	08/20/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0820A	210.48	JULY 13		00081385	08/20/2013
		Vendor Total:			23,566.77				
MW IP	BEACHAMP, BOB V007720	HERITAGE CAR SHOW PRIZES	0044-2067 / 79392-2067 Heritage Committee	ITK0828B	500.00	082213	P09217	00081430	08/30/2013
		Vendor Total:			500.00				
MW OH	BEACON ECONOMICS LLC V008988	FINANCIAL FEASIBILITY/VALIDA	101511-6001 Management Consulting Services	JW82813A	2,000.00	3261	P09168	00081493	09/03/2013
		Vendor Total:			2,000.00				
MW OH	BOARD, BOB V006444	DEPOSIT REFUND-KOCH PARK	100000-4385 / 79173-4385 Facility Rental	JW82813A	100.00	89874		00081494	09/03/2013
		Vendor Total:			100.00				
MW OH	BOWE, JACQI	SR. CENTER ENTERTAINMENT	0044-2067 / 79392-2067	JW82813A	150.00	82613	P09206	00081495	09/03/2013
		Vendor Total:			150.00				

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	V005959		Heritage Committee					
			Vendor Total:		150.00			
MW IP	CALIFORNIA DENTAL NETV SEPT DENTAL INSURANCE V008102		395000-4720 ISF Dental Ins Reimbursement	ITK0821A	819.96 SEPT 2013		00081400	08/22/2013
MW IP	CALIFORNIA DENTAL NETV SEPT DENTAL INSURANCE V008102		395083-5162 Dental Insurance Premiums	ITK0821A	178.86 SEPT 2013		00081400	08/22/2013
			Vendor Total:		998.82			
MW OH	CALIFORNIA POLICE CHIEF CHIEFS EXECT ASSIST REG-FELDS V000196		103040-6250 Staff Training	JW82813A	425.00 3129	P09095	00081496	09/03/2013
			Vendor Total:		425.00			
MW IP	CALIFORNIA PUBLIC EMPL SEPT MEDICAL PREMIUMS V006234		395083-5161 Health Insurance Premiums	ITK0828B	12,397.39 1000000140977		00081431	08/30/2013
MW IP	CALIFORNIA PUBLIC EMPL SEPT MEDICAL PREMIUMS V006234		395000-4715 ISF Health Ins Reimbursement	ITK0828B	122,676.91 1000000140977		00081431	08/30/2013
			Vendor Total:		135,074.30			
MW OH	CALIFORNIA STATE DISBUJ P/E 08/17/13 PD DATE 08/23/13 V004813		0010-2196 Garnishments W/H	PY13017	1,270.30 2700/1301017		00081417	08/23/2013
MW OH	CALIFORNIA STATE DISBUJ P/E 08/17/13 PD DATE 08/23/13 V004813		0029-2196 Garnishments W/H	PY13017	20.77 2700/1301017		00081417	08/23/2013
MW OH	CALIFORNIA STATE DISBUJ P/E 08/17/13 PD DATE 08/23/13 V004813		0048-2196 Garnishments W/H	PY13017	31.15 2700/1301017		00081417	08/23/2013
			Vendor Total:		1,322.22			
MW OH	CALIFORNIA STATE UNIVEI JULY IMPOUND FEES V006510		103041-6183 CSUF PD Reimburse Impound Fec	JW82813A	1,589.03 JULY 13 CSUF1 P07579		00081497	09/03/2013
			Vendor Total:		1,589.03			
MW OH	CANON FINANCIAL SERVIC AUG COPIER LEASE-CITY CLERK V008867		374386-6175 Office Equipment Rental	JW82813A	429.31 13003852	P08966	00081498	09/03/2013
MW OH	CANON FINANCIAL SERVIC AUG COPIER LEASE-CITY CLERK V008867		431010-6175 Office Equipment Rental	JW82813A	429.30 13003852	P08966	00081498	09/03/2013

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				Vendor Total:	858.61				
MW OH	CANON SOLUTIONS AMERICA V008809	JULY COPIER LEASE	374386-6175 Office Equipment Rental	JW82813A	234.20	4010447048	P09002	00081499	09/03/2013
MW OH	CANON SOLUTIONS AMERICA V008809	JULY COPIER LEASE	431010-6175 Office Equipment Rental	JW82813A	234.20	4010447048	P09002	00081499	09/03/2013
MW OH	CANON SOLUTIONS AMERICA V008809	AUG COPIER USAGE	431010-6175 Office Equipment Rental	JW82813A	119.86	4010447275	P09069	00081499	09/03/2013
MW IP	CANON SOLUTIONS AMERICA V008809	JULY-OCT COPIER MAIN-CLERK	431010-6175 Office Equipment Rental	ITK0816B	165.00	4010281882	P09125	00081361	08/15/2013
				Vendor Total:	753.26				
MW OH	CARL WARREN & CO V008011	JULY 3RD PARTY LIABILITY CLAIM Third Party Administration	404582-6025	JW82813A	1,481.00	1507179	P09119	00081500	09/03/2013
				Vendor Total:	1,481.00				
MW OH	CARWASH OF AMERICA V000771	JULY CITY CAR WASHES	433658-6290 Dept. Contract Services	JW82813A	695.48	JULY 13	P08973	00081501	09/03/2013
				Vendor Total:	695.48				
MW IP	CBE V008124	JULY COPIER OVERAGES-REC	431010-6175 Office Equipment Rental	ITK0816B	406.75	IN1529579	P08898	00081362	08/15/2013
MW IP	CBE V008124	JULY COPIER OVERAGES-ADMIN	431010-6175 Office Equipment Rental	ITK0816B	202.28	IN1529578	P08899	00081362	08/15/2013
				Vendor Total:	609.03				
MW OH	CCAC V000209	MEMBERSHIP RENEWAL-MORENO Dues & Memberships	101002-6255	JW82813A	60.00	08192013	P09191	00081502	09/03/2013
MW OH	CCAC V000209	MEMBERSHIP RENEWAL-MELIA Dues & Memberships	101002-6255	JW82813A	160.00	08192013	P09191	00081502	09/03/2013
MW OH	CCAC V000209	MEMBERSHIP RENEWAL-MARTIN Dues & Memberships	101002-6255	JW82813A	60.00	08192013	P09191	00081502	09/03/2013
				Vendor Total:	280.00				
MW OH	CCPOA V009101	TRAINING REG-ANDERSON Staff Training	103041-6250	JW82813A	250.00	43219	P09096	00081503	09/03/2013

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MW OH	CHAMPION WEATHERPROC C & D BOND REFUND-402 CENTER V009112		0044-2033 Construction & Demo Deposit	JW82813A	100.00 301334	P09142	00081504	09/03/2013
				Vendor Total:	250.00			
MW IP	CIVIC PLUS V006674	PRORATED JUL-MAR LDAP ANNU.	0044-2041 Public,Education,Govt Fees	ITK0821A	712.50 140988	P09121	00081401	08/22/2013
MW IP	CIVIC PLUS V006674	LDAP INTEGRATION FEE	441573-6136 Software Maintenance	ITK0821A	712.50 140988	P09121	00081401	08/22/2013
				Vendor Total:	1,425.00			
MW OH	CLEAN CITY V007411	JULY GRAFFITI REMOVAL	103652-6290 Dept. Contract Services	JW82813A	19,273.00 102	P09090	00081505	09/03/2013
				Vendor Total:	19,273.00			
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	12.50 154E	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	87.50 158B	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	50.00 162	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	12.50 163B	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	25.00 167A	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	87.50 167B	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	12.50 172A	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	37.50 172C	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	12.50 179B	P08926	00081506	09/03/2013

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MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	75.00	179C	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	75.00	185A	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	75.00	3412	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	25.00	3414	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	25.00	3415	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	100.00	3415A	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	25.00	3417	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	7.50	6428	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	22.50	6438	P08926	00081506	09/03/2013
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES V005847		103041-6182 Lien Services	JW82813A	15.00	6448	P08926	00081506	09/03/2013
				Vendor Total:	782.50				
MW OH	COMMERCIAL AQUATIC SE GOMEZ EMERGENCY POOL REPAI V005203		433654-6130 Repair & Maint/Facilities	JW82813A	5,667.00	113-1800	P08977	00081507	09/03/2013
MW OH	COMMERCIAL AQUATIC SE JULY WHITTEN POOL MAINT V005203		433654-6130 Repair & Maint/Facilities	JW82813A	600.00	113-1832	P09209	00081507	09/03/2013
MW OH	COMMERCIAL AQUATIC SE JULY GOMEZ POOL MAINT V005203		433654-6130 Repair & Maint/Facilities	JW82813A	600.00	113-1833	P09209	00081507	09/03/2013
				Vendor Total:	6,867.00				
MW OH	CONROY, BRIAN V008501		TACT EMERGENCY-MEAL,MILEAC 103041-6250 Staff Training	JW82813A	22.17	42101	P09102	00081508	09/03/2013

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MW OH	COUNTY OF ORANGE V005595	HAZ MAT OC FIRE BILLING	103043-6299 Other Purchased Services	JW82813A	137.00	IN0950220	P09148	00081509	09/03/2013
MW OH	COUNTY OF ORANGE V005595	CUPA STATE SVS CHARGE	103043-6299 Other Purchased Services	JW82813A	35.00	IN0950220	P09148	00081509	09/03/2013
MW IP	COUNTY OF ORANGE V007152	FY 13/14 LAFCO COSTS	101001-6225 Advertising/Promotional	Vendor Total:	172.00				
MW OH	D & D SERVICES INC. V007321	JULY-SEPT ANIMAL DISPOSAL SV	103045-6280 Animal Control Services	JW82813B	720.00	63016	P09177	00081510	09/03/2013
MW OH	DATA TICKET INC. V006119	JULY AR COLLECTIONS	102021-6099 Other Professional Services	Vendor Total:	720.00				
MW OH	DELL MARKETING L.P. V000301	IT SUPPLIES- APC UPS	422023-6301 Special Department Supplies	JW82813B	200.00	48299	P09192	00081511	09/03/2013
MW OH	DELL MARKETING L.P. V000301	WIRELESS TRACKBALL	422023-6301 Special Department Supplies	JW82813B	137.64	XJ6T8MF21	P09129	00081512	09/03/2013
MW OH	DELL MARKETING L.P. V000301	ERGONOMIC KEYBOARD	422023-6301 Special Department Supplies	JW82813B	110.25	XJ6T8MF21	P09129	00081512	09/03/2013
MW OH	DFS FLOORING INC V000099	JULY CARPET CLEANING	433654-6130 Repair & Maint/Facilities	Vendor Total:	499.05				
MW OH	DISPLAY APPEAL V003825	VEHICLE GRAPHICS SERVICES	433658-6290 Dept. Contract Services	JW82813B	605.00	300098-98	P08974	00081513	09/03/2013
MW OH	ECHEVERRIA, ANA	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385	Vendor Total:	187.38	4876	P08967	00081514	09/03/2013
MW OH	ECHEVERRIA, ANA	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385	Vendor Total:	187.38				
MW OH	ECHEVERRIA, ANA	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385	JW82813B	150.00	89470		00081515	09/03/2013

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	V009122		Facility Rental						
MW IP	ED'S TACTICAL ARMORY V009120	RIFLE PARTS	213041-6840 Machinery & Equipment	ITK0821A	150.00 14,871.60	572013	P09193	00081402	08/22/2013
			Vendor Total:		14,871.60				
MW OH	EDUCATIONAL CREDIT MG. V004608	P/E 08/17/13 PD DATE 08/23/13	0010-2196 Garnishments W/H	PY13017	50.03	2711/1301017		00081418	08/23/2013
MW OH	EDUCATIONAL CREDIT MG. V004608	P/E 08/17/13 PD DATE 08/23/13	0043-2196 Garnishments W/H	PY13017	28.79	2711/1301017		00081418	08/23/2013
			Vendor Total:		78.82				
MW OH	EMPIRE PIPE CLEANING AN V003109	JULY SEWER CLEANING	484376-6120 R & M/Sewer & Storm Drain	JW82813B	21,547.75	9285	P09199	00081516	09/03/2013
			Vendor Total:		21,547.75				
MW IP	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	ITK0828B	1,142.23	10483	P09197	00081432	08/30/2013
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	ITK0828B	291.17	188363	P09197	00081432	08/30/2013
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	ITK0828B	39.02	188415	P09197	00081432	08/30/2013
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	ITK0828B	87.26	189110	P09197	00081432	08/30/2013
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	ITK0828B	25.13	189156	P09197	00081432	08/30/2013
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	ITK0828B	18.22	189184	P09197	00081432	08/30/2013
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	ITK0828B	125.00	C56189	P09197	00081432	08/30/2013
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	ITK0828B	75.95	C56792	P09197	00081432	08/30/2013
			Vendor Total:		1,803.98				

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MW OH	FELDSTEIN, ALICIA V003915	CHIEF EXECT ASSIST-MEALS,MILJ	103041-6250 Staff Training	JW82813B	47.71	7192	P09098	00081517	09/03/2013
MW IP	FERGUSON PRAET & SHERN V000396	JULY LEGAL SVS:GONZALEZ	404582-6006 / 10036-6006 Litigation	Vendor Total: ITK0828B	47.71 509.45	17392A	P092239	00081433	08/30/2013
MW IP	FIDELITY SECURITY LIFE IT V008132	AUG VISION PREMIUM	395083-5164 Optical Insurance Premiums	Vendor Total: ITK0821A	509.45 1,085.50	5861232		00081403	08/22/2013
MW IP	FIDELITY SECURITY LIFE IT V008132	AUG VISION PREMIUM	395000-4740 ISF Employee Optical Costs	ITK0821A	1,758.10	5861232		00081403	08/22/2013
MW OH	FIREMASTER V000409	FIRE EXTINGUISHER MAINT	0044-2068 / 20044-2068 Placentia Community Foundation	Vendor Total: JW82813B	2,843.60 576.17	97337	P09208	00081518	09/03/2013
MW OH	FIS V008518	JULY BUSINESS LICENSE INTERCI	102021-6025 Third Party Administration	Vendor Total: JW82813B	576.17 132.71	34223904	P08892	00081519	09/03/2013
MW OH	FORBES, JOSIE V007432	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	Vendor Total: JW82813B	132.71 758.00	SUMMER 2013	P09204	00081520	09/03/2013
MW OH	FRANCHISE TAX BOARD V000404	P/E 08/17/13 PD DATE 08/23/13	0010-2196 Garnishments W/H	Vendor Total: PY13017	758.00 240.96	2710/1301017		00081419	08/23/2013
MW OH	GARCIA-CUENCA, MARIA V009133	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: JW82813B	240.96 150.00	89869		00081521	09/03/2013
MW IP	GAS CO, THE V000909	JULY-AUG GAS CHARGES	431010-6340 Natural Gas	Vendor Total: ITK0828B	150.00 249.18	082113		00081434	08/30/2013
				Vendor Total:	249.18				

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MW OH	GG ROOFING V009110	ROOFING BOND REFUND-1832 ST/	0044-2033 Construction & Demo Deposit	JW82813B	100.00	30-13-37	P09140	00081522	09/03/2013
MW IP	GOLDEN STATE WATER CO. V000928	JULY WATER CHARGES	431010-6335 Water	Vendor Total: ITK0816B	100.00				
MW IP	GOLDEN STATE WATER CO. V000928	JULY WATER CHARGES	431010-6335 Water	ITK0821A	3,285.44	080113A		00081364	08/15/2013
MW IP	GOLDEN STATE WATER CO. V000928	JULY WATER CHARGES	431010-6335 Water	ITK0821A	3,274.51	081513		00081404	08/22/2013
MW IP	GOLDEN STATE WATER CO. V000928	JULY-AUG WATER CHARGES	431010-6335 Water	ITK0821A	10,799.81	081613		00081404	08/22/2013
MW IP	GOLDEN STATE WATER CO. V000928	JULY-AUG WATER CHARGES	431010-6335 Water	ITK0828B	25,561.61	081913		00081435	08/30/2013
MW IP	GOLDEN STATE WATER CO. V000928	JULY-AUG WATER CHARGES	296561-6335 Water	ITK0828B	11,530.47	081913		00081435	08/30/2013
MW IP	GOLDEN STATE WATER CO. V000928	JULY-AUG WATER CHARGES	431010-6335 Water	ITK0828B	6,384.01	082613		00081435	08/30/2013
MW OH	GONSALVES & SON, JOE V005577	SEPT LEGISLATIVE ADVOCACY S'	101001-6099 Other Professional Services	Vendor Total: JW82813B	60,835.85		P09059	00081523	09/03/2013
MW OH	GOVINA, SHAAN V009123	CLASS REFUND	100000-4340 / 79378-4340 Recreation Programs	Vendor Total: JW82813B	4,000.00				
MW OH	GPS INTERNATIONAL TECH V006120	ANNUAL GPS SUBSCRIPTION	103043-6099 Other Professional Services	Vendor Total: JW82813B	99.00	89467	P09151	00081524	09/03/2013
MW OH	GREAT WEST V006983	P/E 08/17/13 PD DATE 08/23/13	0029-2172 Deferred Comp Pay. - Gr West	Vendor Total: PY13017	99.00				
MW OH	GREAT WEST V006983	P/E 08/17/13 PD DATE 08/23/13	0048-2172 Deferred Comp Pay. - Gr West	Vendor Total: PY13017	1,764.98	16.90 2607/1301017		00081420	08/23/2013
MW OH	GREAT WEST V006983	P/E 08/17/13 PD DATE 08/23/13	0010-2172	Vendor Total: PY13017	42.23	2607/1301017		00081420	08/23/2013
MW OH	GREAT WEST V006983	P/E 08/17/13 PD DATE 08/23/13	0010-2172	Vendor Total: PY13017	840.57	2607/1301017		00081420	08/23/2013

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	V006983		Deferred Comp Pay. - Gr West						
MW OH	GUTIERREZ, ROSA V009135	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	JW82813B	899.70	150.00 89870		00081526	09/03/2013
		Vendor Total:			150.00				
MW IP	HDL COREN & CONE V001564	JULY-SEPT CONTRACT SVS PROFI	102021-6099 Other Professional Services	ITK0816B	3,150.00	0019459-IN	P09185	00081365	08/15/2013
		Vendor Total:			3,150.00				
MW OH	HINDERLITER DE LLAMAS V000465	3RD QTR CONTRACT SVS-SALES I	102021-6099 Other Professional Services	JW82813B	1,133.81	0021199-IN	P09221	00081527	09/03/2013
		Vendor Total:			1,133.81				
MW OH	HONEYWELL INTERNATIONAL V001388	HVAC REPAIRS-EVIDENCE BLDG	433654-6290 Dept. Contract Services	JW82813B	652.49	5226628773	P09051	00081528	09/03/2013
MW OH	HONEYWELL INTERNATIONAL V001388	HVAC REPAIRS-EVIDENCE BLDG	433654-6290 Dept. Contract Services	JW82813B	652.77	5226628774	P09051	00081528	09/03/2013
MW OH	HONEYWELL INTERNATIONAL V001388	HVAC REPAIRS-EVIDENCE BLDG	433654-6290 Dept. Contract Services	JW82813B	982.71	5226628775	P09051	00081528	09/03/2013
MW OH	HONEYWELL INTERNATIONAL V001388	HVAC REPAIRS-PD DISPATCH	433654-6290 Dept. Contract Services	JW82813B	270.30	5226657123	P09051	00081528	09/03/2013
MW OH	HONEYWELL INTERNATIONAL V001388	HVAC REPAIRS-PW YARD	433654-6290 Dept. Contract Services	JW82813B	789.15	5226752431	P09051	00081528	09/03/2013
		Vendor Total:			3,347.42				
MW IP	HUNTER SIGNS V000481	HERITAGE FESTIVAL BANNERS	0044-2067 / 79392-2067 Heritage Committee	ITK0821A	627.80	1324041	P08930	00081405	08/22/2013
		Vendor Total:			627.80				
MW OH	IBARRA, IVONNE V009134	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	JW82813B	150.00	89871		00081529	09/03/2013
		Vendor Total:			150.00				
MW IP	ICC ORANGE EMPIRE CHAP	CBC TRAINING, CHERENE, CHANG,	0044-2049	ITK0816B	240.00	081513	P09150	00081366	08/15/2013

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	V009117		Health & Safety Collection						
	Vendor Total:				240.00				
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	JW82813B	86.22	1747616-01	P09054	00081530	09/03/2013
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	JW82813B	380.38	1747616-02	P09054	00081530	09/03/2013
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	JW82813B	1,377.01	1756381-00	P09054	00081530	09/03/2013
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	JW82813B	74.50	1759698-00	P09054	00081530	09/03/2013
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	JW82813B	17.43	1764819-00	P09054	00081530	09/03/2013
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	JW82813B	110.81	1765955-00	P09054	00081530	09/03/2013
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	JW82813B	71.77	1780983-00	P09054	00081530	09/03/2013
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	JW82813B	217.73	1784641-00	P09054	00081530	09/03/2013
	Vendor Total:				2,335.85				
MW OH	INTERNATIONAL INSTITUTI IIMC RENEWAL-MORENO V000506		101002-6255 Dues & Memberships	JW82813B	100.00	07222013	P08906	00081531	09/03/2013
MW OH	INTERNATIONAL INSTITUTI IIMC RENEWAL-MARTINEZ V000506		101002-6255 Dues & Memberships	JW82813B	85.00	07222013	P08906	00081531	09/03/2013
MW OH	INTERNATIONAL INSTITUTI IIMC RENEWAL-MELIA V000506		101002-6255 Dues & Memberships	JW82813B	185.00	08142013	P09169	00081531	09/03/2013
	Vendor Total:				370.00				
MW OH	JENSEN, PAUL V009121	BOND DEPOSIT REFUND-415 TIDL	0044-2033 Construction & Demo Deposit	JW82813B	500.00	40-13-5	P09200	00081532	09/03/2013
	Vendor Total:				500.00				
MW OH	JERRY HERBERT ROOFING	ROOFING BOND REFUND-2109 MIK	0044-2033	JW82813B	100.00	30-13-32	P09141	00081533	09/03/2013

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	V009111		Construction & Demo Deposit						
MW IP	KNOWLES-MCNIFF INC V000558	AUG SOFTWARE MAINT	422023-6136 Software Maintenance	Vendor Total: ITK0816B	100.00 945.00	INV90598	P09124	00081367	08/15/2013
MW IP	KOA CORPORATION V006654	JULY TRAFFIC STUDY SVS	333552-6015 / 61036-6015 Engineering Services	Vendor Total: ITK0828B	945.00 6,000.00	JB13154X12	P09233	00081436	08/30/2013
MW OH	LAGUNA, ELIZABETH V009136	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	Vendor Total: JW82813B	6,000.00 200.00	89873		00081534	09/03/2013
MW OH	LEAGUE OF CALIFORNIA CI V000573	7/26/13 LEAGUE MTG-NELSON	101001-6245 Meetings & Conferences	Vendor Total: JW82813B	200.00 40.00	2097	P09167	00081535	09/03/2013
MW OH	LEAGUE OF CALIFORNIA CI V000573	CM CONFERENCE REG-BUTZLAFF	101511-6245 Meetings & Conferences	Vendor Total: JW82813B	100.00 100.00	99907	P09190	00081535	09/03/2013
MW IP	LEGAL SHIELD V008104	AUG LEGAL SVS	0010-2192 Police Legal Services	Vendor Total: ITK0828B	140.00 474.92	82613B		00081437	08/30/2013
MW IP	LEGAL SHIELD V008104	AUG LEGAL SVS	0037-2192 Police Legal Services	ITK0828B	14.51	82613B		00081437	08/30/2013
MW IP	LEGAL SHIELD V008104	AUG LEGAL SVS	0029-2192 Police Legal Services	ITK0828B	6.56	82613B		00081437	08/30/2013
MW IP	LEGAL SHIELD V008104	AUG LEGAL SVS	0043-2192 Police Legal Services	ITK0828B	14.96	82613B		00081437	08/30/2013
MW IP	LEGAL SHIELD V008104	AUG LEGAL SVS	0048-2192 Police Legal Services	ITK0828B	26.00	82613B		00081437	08/30/2013
MW OH	LILLEY PLANNING GROUP V008540	JULY PW INSPECTOR SVS	103550-6290 Dept. Contract Services	Vendor Total: JW82813B	536.95 3,800.00	PLA125B	P09144	00081536	09/03/2013

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MW OH	LOMA VISTA NURSERY V000595	PLANTS, FLOWERS, TREES	103655-6115 Landscaping	JW82813B	133.65	154736	P08950	00081537	09/03/2013
				Vendor Total:	3,800.00				
MW OH	MACCUBBIN, MICHAEL V007311	TACT EMERGENCY-MEALS, MILEAGE	103041-6250 Staff Training	JW82813B	22.17	32195	P09100	00081538	09/03/2013
				Vendor Total:	133.65				
MW OH	MAD SCIENCE V001570	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	JW82813B	1,029.60	SUMMER 2013	P09205	00081539	09/03/2013
				Vendor Total:	22.17				
MW OH	MALETZ, ISABELLE V009124	CLASS REFUND	100000-4340 / 79378-4340 Recreation Programs	JW82813B	99.00	89468		00081540	09/03/2013
				Vendor Total:	1,029.60				
MW IP	MANAGED HEALTH NETWC V008122	SEPT EAP SVS	395083-5161 Health Insurance Premiums	ITK0828B	557.44	3200050587	P08962	00081438	08/30/2013
				Vendor Total:	99.00				
MW OH	MARIPOSA HORTICULTURA V000647	LANDSCAPE MAINT-LIBRARY	0010-1220 Accts Rec/Plac Library Dist	JW82813B	1,452.49	60670	P09088	00081541	09/03/2013
				Vendor Total:	557.44				
MW OH	MARIPOSA HORTICULTURA V000647	JULY LANDSCAPE MAINT	103655-6115 Landscaping	JW82813B	41,247.78	60670	P09088	00081541	09/03/2013
				Vendor Total:	557.44				
MW OH	MARIPOSA HORTICULTURA V000647	JULY LANDSCAPE MAINT-LMD DI	296561-6115 Landscaping	JW82813B	7,099.50	60671	P09088	00081541	09/03/2013
				Vendor Total:	49,799.77				
MW OH	MAUREEN KANE & ASSOCL V007787	TECH TRAINING REG-MORENO	101002-6245 Meetings & Conferences	JW82813B	1,500.00	08142013	P09171	00081542	09/03/2013
				Vendor Total:	1,500.00				
MW OH	MC ELHINNEY, JAMES V003620	SLI #5-MEALS, MILEAGE	103041-6250 Staff Training	JW82813B	130.16	42193	P09133	00081543	09/03/2013
				Vendor Total:	1,500.00				
MW OH	MC ELHINNEY, JAMES	SLI #4-MEALS, MILEAGE	103041-6250	JW82813B	130.16	31138	P09134	00081543	09/03/2013

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	V003620		Staff Training						
MW OH	MC F ADDEN-DALE HARDW PARTS V000635		433658-6301 Special Department Supplies	JW82813B	260.32	18.52 111791/5	P09056	00081544	09/03/2013
MW OH	MC F ADDEN-DALE HARDW PARTS V000635		433658-6301 Special Department Supplies	JW82813B	28.62	112433/5	P09056	00081544	09/03/2013
MW OH	MC F ADDEN-DALE HARDW PARTS V000635		433658-6301 Special Department Supplies	JW82813B	16.52	112766/5	P09056	00081544	09/03/2013
MW OH	MC F ADDEN-DALE HARDW PARTS V000635		433658-6301 Special Department Supplies	JW82813B	15.23	113988/5	P09056	00081544	09/03/2013
MW IP	MCKINNEY, STEVE V007108	HERITAGE CAR SHOW PRIZES	0044-2067 / 79392-2067 Heritage Committee	ITK0828B	78.89	500.00 082213	P09216	00081439	08/30/2013
MW OH	MERAZ, ADOLFO V009126	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	JW82813B	500.00	150.00 89470		00081545	09/03/2013
MW OH	MINNESOTA LIFE INSURAN SEPT LIFE INSURANCE PREMIUMS V000627		101511-5163 Life Insurance Premiums	TK82813D	150.00	644.40 SEPT 2013		00081546	09/03/2013
MW IP	NICKEY PETROLEUM COME MOTOR OIL V000696		433658-6301 Special Department Supplies	ITK0821A	644.40	1,285.28 307690	P09138	00081406	08/22/2013
MW IP	NICKEY PETROLEUM COME GASOLINE V000696		433658-6345 Gasoline & Diesel Fuel	ITK0828B	27,303.42	308169	P09139	00081440	08/30/2013
MW OH	OC PLUMBING V004312	EMERGENCY PLUMBING SVS	433654-6130 Repair & Maint/Facilities	JW82813C	28,588.70	322.35 12853	P08941	00081547	09/03/2013
MW OH	OFFICE INDUSTRIES	RECYCLED PAPER	374386-6315	JW82813C	322.35	244.13 043844	P08886	00081548	09/03/2013

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	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	PW OFFICE SUPPLIES	103650-6315 Office Supplies	JW82813C	43.63	043749I	P08944	00081548	09/03/2013
MW OH	OFFICE INDUSTRIES V007477	CREDIT	103650-6315 Office Supplies	JW82813C	-11.19	043754	P08944	00081548	09/03/2013
MW OH	OFFICE INDUSTRIES V007477	PW OFFICE SUPPLIES	103650-6315 Office Supplies	JW82813C	2.15	043755	P08944	00081548	09/03/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK0816B	137.47	043732I	P09126	00081368	08/15/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK0816B	261.20	043803I	P09126	00081368	08/15/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK0816B	44.80	043860I	P09126	00081368	08/15/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK0816B	37.89	043877I	P09126	00081368	08/15/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK0816B	362.86	043879I	P09126	00081368	08/15/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK0816B	36.43	043881I	P09126	00081368	08/15/2013
Vendor Total:					1,159.37				
MW IP	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0821A	127.12	223271	P09178	00081407	08/22/2013
MW IP	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0821A	193.18	223791	P09178	00081407	08/22/2013
MW IP	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0821A	5.51	226941	P09178	00081407	08/22/2013
MW IP	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0821A	6.47	228828	P09178	00081407	08/22/2013
MW IP	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0821A	7.25	228895	P09178	00081407	08/22/2013
MW IP	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0821A	72.19	231083	P09178	00081407	08/22/2013

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	V007231		Vehicle Repair & Maintenance						
MW IP	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0821A	45.91	231322	P09178	00081407	08/22/2013
MW IP	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0821A	55.04	232309	P09178	00081407	08/22/2013
			Vendor Total:		512.67				
MW OH	ONWARD ENGINEERING V008092	JULY CONSTRUCTION MGMT-AD	333552-6185 / 6110240133-6185 Construction Services	JW82813C	7,413.00	2253	P08963	00081549	09/03/2013
			Vendor Total:		7,413.00				
MW OH	ORANGE COUNTY ANIMAL V009118	FALKON'S DOG LICENSE	103041-6301 Special Department Supplies	JW82813C	100.00	P0254865	P09153	00081550	09/03/2013
			Vendor Total:		100.00				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 08/17/13 PD DATE 08/23/13	0037-2176 PCEA/OCEA Assoc Dues	PY13017	5.73	2610/1301017		00081421	08/23/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 08/17/13 PD DATE 08/23/13	0043-2176 PCEA/OCEA Assoc Dues	PY13017	19.24	2610/1301017		00081421	08/23/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 08/17/13 PD DATE 08/23/13	0048-2176 PCEA/OCEA Assoc Dues	PY13017	20.14	2610/1301017		00081421	08/23/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 08/17/13 PD DATE 08/23/13	0010-2176 PCEA/OCEA Assoc Dues	PY13017	291.63	2610/1301017		00081421	08/23/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 08/17/13 PD DATE 08/23/13	0029-2176 PCEA/OCEA Assoc Dues	PY13017	9.58	2610/1301017		00081421	08/23/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/27/13 PD DATE 8/27/13	0010-2176 PCEA/OCEA Assoc Dues	PY13918	9.62	2610/1301918		00081426	08/30/2013
			Vendor Total:		355.94				
MW IP	ORANGE COUNTY FLOOD C V009113	PURCHASE PARCEL E04-306.10-RIC	333552-6013 / 61020-6013 Right of Way Services	ITK0816B	17,300.00	E04-306.10	P09147	00081369	08/15/2013
			Vendor Total:		17,300.00				
MW IP	ORANGE COUNTY REGISTE V003211	JULY LEGAL ADVERTISING	101002-6225 Advertising/Promotional	ITK0816B	111.38	07312013	P08870	00081370	08/15/2013

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MW IP	ORANGE COUNTY TREASURY JULY PARKING CITATIONS V007306		0044-2038 Parking Fines	Vendor Total: ITK0816B	111.38	7,162.50 081213		00081371	08/15/2013
MW IP	PACIFIC SYSTEMS ELECTRIC JULY-DEC TANK SVS V003450		433654-6290 Dept. Contract Services	Vendor Total: ITK0828B	7,162.50	750.00 14382	P09173	00081441	08/30/2013
MW OH	PAK WEST PAPER & PACKAGING JANITORIAL SUPPLIES V000815		433654-6130 Repair & Maint/Facilities	Vendor Total: JW82813C	750.00	1,706.58 PINV116612	P09180	00081551	09/03/2013
MW OH	PARKHOUSE TIRE INC V004472	TIRES	433658-6134 Vehicle Repair & Maintenance	Vendor Total: JW82813C	1,706.58	3,436.14 1020119872	P09057	00081552	09/03/2013
MW IP	PARS V006999	AUG TRUST ADMIN SVS	395083-6025 Third Party Administration	Vendor Total: ITK0828B	3,436.14	402.28 26549		00081442	08/30/2013
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	433658-6134 Vehicle Repair & Maintenance	Vendor Total: JW82813C	402.28	42.64 69891	P09179	00081553	09/03/2013
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	433658-6134 Vehicle Repair & Maintenance	Vendor Total: JW82813C	42.96	73659	P09179	00081553	09/03/2013
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	433658-6134 Vehicle Repair & Maintenance	Vendor Total: JW82813C	20.68	73757	P09179	00081553	09/03/2013
MW OH	PATEL, NIPA V009127	CLASS REFUND	100000-4340 / 79378-4340 Recreation Programs	Vendor Total: JW82813C	106.28	99.00 89466		00081554	09/03/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 08/17/13 PD DATE 08/23/13	0037-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY13017	99.00	0.59 2615/1301017		00081422	08/23/2013
MW OH	PCEA C/O NORTH ORANGE	P/E 08/17/13 PD DATE 08/23/13	0010-2176	Vendor Total: PY13017	30.32	2615/1301017		00081422	08/23/2013

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	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 08/17/13 PD DATE 08/23/13	0048-2176 PCEA/OCEA Assoc Dues	PY13017	2.09	2615/1301017		00081422	08/23/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 08/17/13 PD DATE 08/23/13	0043-2176 PCEA/OCEA Assoc Dues	PY13017	2.00	2615/1301017		00081422	08/23/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 08/17/13 PD DATE 08/23/13	0029-2176 PCEA/OCEA Assoc Dues	PY13017	1.00	2615/1301017		00081422	08/23/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/27/13 PD DATE 8/27/13	0010-2176 PCEA/OCEA Assoc Dues	PY13918	1.00	2615/1301918		00081427	08/30/2013
			Vendor Total:		37.00				
MW OH	PEMBLETON, CATHERINE V003786	REFUND HERITAGE BOOTH	0044-2067 Heritage Committee	TK82813D	85.00	081513	P09285	00081555	09/03/2013
			Vendor Total:		85.00				
MW IP	PLACENTIA CITY OF V000778	JULY DENTAL CLAIMS	395083-5130 Dental Claim	ITK0821A	10,006.75	0701-0731		00081408	08/22/2013
			Vendor Total:		10,006.75				
MW OH	PLACENTIA CHAMBER OF C V000772	FURNISHINGS-CHAMBER OF COM	102534-6855 Furniture & Fixtures	JW82813C	1,128.60	8062	P09115	00081556	09/03/2013
			Vendor Total:		1,128.60				
MW OH	PLACENTIA POLICE MANAC V000839	P/E 08/17/13 PD DATE 08/23/13	0010-2180 Police Mgmt Assn Dues	PY13017	924.28	2625/1301017		00081423	08/23/2013
			Vendor Total:		924.28				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 08/17/13 PD DATE 08/23/13	0050-2178 Placentia Police Assoc Dues	PY13017	85.14	2620/1301017		00081424	08/23/2013
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 08/17/13 PD DATE 08/23/13	0010-2178 Placentia Police Assoc Dues	PY13017	3,025.08	2620/1301017		00081424	08/23/2013
			Vendor Total:		3,110.22				
MW IP	PLACENTIA, CITY OF V000782	JULY WORKERS COMP REIMBURS	404580-5165 Workers' Compensation Claims	ITK0821A	29,561.50	0701-0802		00081409	08/22/2013

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MW IP	PRINCIPAL LIFE V008141	AUG DENTAL PREMIUM	395000-4720 ISF Dental Ins Reimbursement	ITK0821A	603.68	AUG 2013		00081410	08/22/2013
MW IP	PRINCIPAL LIFE V008141	AUG DENTAL PREMIUM	395083-5162 Dental Insurance Premiums	ITK0821A	666.40	AUG 2013		00081410	08/22/2013
			Vendor Total:		1,270.08				
MW IP	PRINCIPAL LIFE INSURANC V000844	SEPT INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	ITK0828B	86.73	SEPT 2013		00081443	08/30/2013
MW IP	PRINCIPAL LIFE INSURANC V000844	SEPT INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	ITK0828B	445.05	SEPT 2013		00081443	08/30/2013
MW IP	PRINCIPAL LIFE INSURANC V000844	SEPT INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	ITK0828B	240.97	SEPT 2013		00081443	08/30/2013
MW IP	PRINCIPAL LIFE INSURANC V000844	SEPT INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	ITK0828B	126.23	SEPT 2013		00081443	08/30/2013
MW IP	PRINCIPAL LIFE INSURANC V000844	SEPT INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	ITK0828B	398.62	SEPT 2013		00081443	08/30/2013
			Vendor Total:		1,297.60				
MW OH	PROGRESSIVE POWER GRO V009130	REIMBURSEMENT-PLAN CHECK F Planning Division Fees	100000-4305	TK82813D	93.00	081513	P09283	00081557	09/03/2013
MW OH	QUALITY AUTO GLASS V002245	WINDSHIELD REPAIR	433658-6134 Vehicle Repair & Maintenance	JW82813C	179.44	3684	P09089	00081558	09/03/2013
			Vendor Total:		179.44				
MW OH	RAILPROS INC V009100	JULY QUIET ZONE UPDATE	333552-6015 / 6105615155-6015 Engineering Services	JW82813C	751.08	CPQZ_201307	P09111	00081559	09/03/2013
MW OH	REINA, ERIKA V006415	DEPOSIT REFUND-KRAEMER Facility Rental	100000-4385 / 79175-4385	JW82813C	30.00	89875		00081560	09/03/2013
MW OH	REINA, ERIKA V006415	DEPOSIT REFUND-KRAEMER Facility Rental	100000-4385 / 79175-4385	JW82813C	70.00	89876		00081560	09/03/2013

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MW OH	ROSA, STACY V007433	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	Vendor Total: JW82813C	100.00	942.50	SUMMER 2013 P09202	00081561	09/03/2013
MW OH	RUIZ, ELIZER V009137	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	Vendor Total: JW82813C	942.50	100.00	89872	00081562	09/03/2013
MW OH	SANTA ANA RIVER FLOOD I V000943	2013-14 MEMBERSHIP DUES	101001-6255 Dues & Memberships	Vendor Total: JW82813C	100.00	1,100.00	080613	00081563	09/03/2013
MW OH	SECURITY DESIGN CONCEP V008347	JULY CONSULTING SVS-PLAN RE	102531-6290 Dept. Contract Services	Vendor Total: JW82813C	1,100.00	162.00	13045	00081564	09/03/2013
MW IP	SESAC INC V008428	MUSIC PERFORMANCE LICENSE	441573-6365 Computer Software	Vendor Total: ITK0821A	162.00	31.86	342277	00081411	08/22/2013
MW OH	SHUTTERLAB & CAMERA V007480	PROCESS PHOTOS (DR 12-4950)	103043-6301 / 50100-6301 Special Department Supplies	Vendor Total: JW82813C	31.86	24.71	818993	00081565	09/03/2013
MW OH	SIGN SPECIALIST V009132	PARTIAL REIMBURSEMENT-PERM	100000-4160 Building Permits	Vendor Total: TK82813D	24.71	167.15	081313	00081566	09/03/2013
MW OH	SKYHAWKS SPORTS ACADI V001976	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79134-6060 Instructional Services	Vendor Total: JW82813C	167.15	561.60	SUMMER 2013 P09183	00081567	09/03/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY-AUG ELECTRICAL CHARGES	0010-1228 AR/County of Orange	Vendor Total: ITK0821A	561.60	13.47	080913	00081412	08/22/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY-AUG ELECTRICAL CHARGES	431010-6330 Electricity	Vendor Total: ITK0821A	24,263.94	080913		00081412	08/22/2013

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MW IP	SOUTHERN CALIFORNIA EI V000910	JULY-AUG ELECTRICAL CHARGES	103552-6330 Electricity	ITK0821A	55.06	080913		00081412	08/22/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY-AUG ELECTRICAL CHARGES	286560-6330 Electricity	ITK0821A	29,839.34	080913		00081412	08/22/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY-AUG ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	ITK0821A	107.17	080913		00081412	08/22/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY-AUG ELECTRICAL CHARGES	296561-6330 Electricity	ITK0821A	286.05	080913		00081412	08/22/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY-AUG ELECTRICAL CHARGES	431010-6330 Electricity	ITK0828B	12,692.13	082113		00081444	08/30/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY-AUG ELECTRICAL CHARGES	296561-6330 Electricity	ITK0828B	24.57	082113		00081444	08/30/2013
				Vendor Total:	67,281.73				
MW OH	SPARKLETTIS V000967	AUG WATER DELIVERY	431010-6301 Special Department Supplies	TK82813D	95.48	4106122	081713 P08884	00081568	09/03/2013
				Vendor Total:	95.48				
MW IP	SPRINT V006126	JULY RELAY SERVICES	431010-6215 Telephone	ITK0816B	574.79	9507113100046		00081372	08/15/2013
				Vendor Total:	574.79				
MW OH	SULLY MILLER CONTRACT V008986	JULY CONSTRUCTION-VALENCIA	333552-6185 / 6103440020-6185 Construction Services	JW82813C	45,615.19	PROG. PAYME	P09215	00081569	09/03/2013
MW OH	SULLY MILLER CONTRACT V008986	JULY CONSTRUCTION-VALENCIA	333552-6185 / 6103440600-6185 Construction Services	JW82813C	45,615.19	PROG. PAYME	P09215	00081569	09/03/2013
				Vendor Total:	91,230.38				
MW IP	SUNGARD PUBLIC SECTOR V005987	SEPT OS/ASP SERVICES	422023-6136 Software Maintenance	ITK0816B	5,667.06	69326	P08992	00081373	08/15/2013
				Vendor Total:	5,667.06				
MW OH	SYNOPTEK INC V007863	JULY IT SUPPORT SVS	422023-6290 Dept. Contract Services	JW82813C	7,500.05	219632	P08929	00081570	09/03/2013
				Vendor Total:	7,500.05				

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MW IP	T-MOBILE V004339	JULY CELL PHONE CHARGES	431010-6215 Telephone	ITK0821A	1,017.66	080213		00081413	08/22/2013
MW IP	T-MOBILE V004339	JULY CELL PHONE CHARGES	431010-6215 Telephone	ITK0821A	972.11	080313		00081413	08/22/2013
MW OH	T-MOBILE V004339	JULY PD IPHONE CHARGES	431010-6215 Telephone	TK82813D	713.79	080413		00081571	09/03/2013
				Vendor Total:	2,703.56				
MW IP	TIME WARNER CABLE V004450	SEPT CABLE CHARGES	431010-6215 Telephone	ITK0821A	140.13	081213		00081414	08/22/2013
MW IP	TIME WARNER CABLE V004450	SEPT CABLE CHARGES	431010-6215 Telephone	ITK0821A	1,172.52	081513		00081414	08/22/2013
MW IP	TIME WARNER CABLE V004450	SEPT CABLE CHARGES	431010-6215 Telephone	ITK0828B	1,787.29	082113		00081445	08/30/2013
				Vendor Total:	3,099.94				
MW OH	TLO LLC V008926	JULY DATABASE SEARCHES	103042-6299 Other Purchased Services	JW82813C	110.25	7/1/2013	P09152	00081572	09/03/2013
				Vendor Total:	110.25				
MW OH	TRIFYTT SPORTS V004975	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	JW82813C	739.20	SUMMER 2013	P09201	00081573	09/03/2013
				Vendor Total:	739.20				
MW OH	TRILLIUM V007952	JULY CNG FUEL	433658-6345 Gasoline & Diesel Fuel	JW82813C	67.15	INV005442	P08948	00081574	09/03/2013
				Vendor Total:	67.15				
MW OH	TURBO DATA SYSTEMS INC V001238	JULY CITATION PROCESSING	103041-6099 Other Professional Services	JW82813C	1,520.03	20468	P08918	00081575	09/03/2013
				Vendor Total:	1,520.03				
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/17 PD 8/23	0043-2126 Employee PARS/ARS W/H	ITK0828B	25.65	822131		00081446	08/30/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/17 PD 8/23	0010-2131 Employer PARS/ARS Payable	ITK0828B	1,457.65	822131		00081446	08/30/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/17 PD 8/23	0043-2131 Employer PARS/ARS Payable	ITK0828B	25.65	822131		00081446	08/30/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/17 PD 8/23	0010-2126 Employee PARS/ARS W/H	ITK0828B	1,457.65	822131		00081446	08/30/2013
MW OH	VALENCIA FOOTBALL BOO V001208	HERITAGE ADVERTISEMENT	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: JW82813C	2,966.60 85.00	082213	P09218	00081576	09/03/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 08/17/13 PD DATE 08/23/13	0037-2170 Deferred Comp Payable - ICMA	Vendor Total: PY13017	85.00 17.06	2606/1301017		00081425	08/23/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 08/17/13 PD DATE 08/23/13	0048-2170 Deferred Comp Payable - ICMA	PY13017	10.58	2606/1301017		00081425	08/23/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 08/17/13 PD DATE 08/23/13	0010-2170 Deferred Comp Payable - ICMA	PY13017	1,097.60	2606/1301017		00081425	08/23/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 08/17/13 PD DATE 08/23/13	0029-2170 Deferred Comp Payable - ICMA	PY13017	7.06	2606/1301017		00081425	08/23/2013
MW OH	WEX BANK V007269	AUG PD FLEET GAS	433658-6345 Gasoline & Diesel Fuel	Vendor Total: JW82813C	1,132.30 2,426.46	34002990	P09068	00081577	09/03/2013
MW OH	WILLDAN ENGINEERING V007112	JULY GIS LAYER OF SVS	484376-6120 R & M/Sewer & Storm Drain	Vendor Total: JW82813C	2,426.46 3,909.59	00512302	P09045	00081578	09/03/2013
MW OH	WILLDAN FINANCIAL SERV V005723	LANDSCAPE MAINT DISTRICT	296561-6015 Engineering Services	Vendor Total: JW82813C	3,909.59 2,764.05	010-21693	P09145	00081579	09/03/2013
MW OH	WILLDAN FINANCIAL SERV V005723	STREET LIGHTING DIST	286560-6015 Engineering Services	JW82813C	3,266.61	010-21694	P09146	00081579	09/03/2013
MW OH	WM CURBSIDE INC V000230	JULY USED OIL COLLECTION	504315-6301 / 20040-6301 Special Department Supplies	Vendor Total: JW82813C	6,030.66 70.00	5344	P09044	00081580	09/03/2013

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				Vendor Total:	70.00				
MW IP	YORBA LINDA WATER DIST V001148	JULY WATER CHARGES	431010-6335 Water	ITK0821A	2,279.17	081213		00081415	08/22/2013
MW IP	YORBA LINDA WATER DIST V001148	JULY-AUG WATER CHARGES	431010-6335 Water	ITK0828B	3,360.12	082613		00081447	08/30/2013
				Vendor Total:	5,639.29				
MW IP	YORBA LINDA WATER DIST V006633	JULY SEWER CHARGES	484356-6297 Billing Services	ITK0821A	250.00	8620		00081416	08/22/2013
				Vendor Total:	250.00				
MW OH	YOUNG REMBRANDTS V005204	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	JW82813C	753.35	SUMMER 2013	P09203	00081581	09/03/2013
				Vendor Total:	753.35				
				Type Total:	746,815.10				
				Warrant Total:	820,951.72				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 453,427.45

<u>Warrant Totals by ID</u>	
AP	445,726.66
EP	7,700.79
IP	0.00
OP	0.00

<u>Fund Name</u>		<u>Warrant Totals by Fund</u>
101-General Fund		74,642.57
265-Landscape Maintenance		281.68
270-Housing and Community Develop.		14,120.00
275-Sewer Maintenance		29,418.11
280-Misc Grants Fund		3,948.49
401-City Capital Projects		64,983.57
501-Refuse Administration		209,044.18
601-Employee Health & Welfare		3,842.42
605-Risk Management		5,233.11
615-Information Technology		2,148.25
620-Citywide Services		34,467.07
701-Special Deposits		11,298.00

Void Total: 0.00
Warrant Total: 453,427.45

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

Warrant Total: 453,427.45

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 8/31/13 PD DATE 9/6/13	0029-2170 Deferred Comp Payable - ICMA	PY13018	62.00	2995/1301018		00005004	09/06/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 8/31/13 PD DATE 9/6/13	0010-2170 Deferred Comp Payable - ICMA	PY13018	7,414.54	2995/1301018		00005004	09/06/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 8/31/13 PD DATE 9/6/13	0043-2170 Deferred Comp Payable - ICMA	PY13018	50.00	2995/1301018		00005004	09/06/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 8/31/13 PD DATE 9/6/13	0037-2170 Deferred Comp Payable - ICMA	PY13018	52.50	2995/1301018		00005004	09/06/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 8/31/13 PD DATE 9/6/13	0048-2170 Deferred Comp Payable - ICMA	PY13018	121.75	2995/1301018		00005004	09/06/2013
				Vendor Total:	7,700.79				
				Type Total:	7,700.79				
MW OH	ABBIT, JEFF V006201	HERITAGE ENTERTAINMENT	0044-2067 / 79392-2067 Heritage Committee	TK0911A	495.00	082013	P09244	00081626	09/17/2013
				Vendor Total:	495.00				
MW OH	ALCALA, JASON V006564	HEALING PWR CERMNY-MEAL,MI	103041-6250 Staff Training	TK0911A	51.52	312191	P09256	00081627	09/17/2013
				Vendor Total:	51.52				
MW OH	ANAHEIM FULLERTON TOW V006631	JUNE TOWING SERVICES	103041-6181 Towing Services	TK0911A	4,702.50	JUNE 13	P07690	00081628	09/17/2013
				Vendor Total:	4,702.50				
MW IP	ANTHEM LIFE INSURANCE V000046	SEPT OPTIONAL LIFE INSURANCE	0010-2186 Optional Life Insurance	ITK0905B	5.00	9313B		00081582	09/05/2013
				Vendor Total:	5.00				
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0911A	175.41	502-8130217	P09047	00081629	09/17/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0911A	109.63	502-8130218	P09047	00081629	09/17/2013
				Vendor Total:	285.04				
MW IP	AT & T	AUG U-VERSE INTERNET CHARGE	431010-6215	ITK0905B	50.00	AUGUST 2013		00081583	09/05/2013

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	V008736		Telephone						
MW IP	AT&T V004144	AUG PHONE CHARGES	431010-6215 Telephone	Vendor Total: ITK0905B	50.00	936.88 082813		00081584	09/05/2013
MW IP	AT&T V004144	AUG PHONE CHARGES	296561-6215 Telephone	ITK0905B	64.30	082813		00081584	09/05/2013
				Vendor Total:	1,001.18				
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	433658-6134 Vehicle Repair & Maintenance	TK0911A	405.99	11-281586	P09294	00081630	09/17/2013
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	433658-6134 Vehicle Repair & Maintenance	TK0911A	95.21	11-281930	P09294	00081630	09/17/2013
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	433658-6134 Vehicle Repair & Maintenance	TK0911A	190.43	11-282069	P09294	00081630	09/17/2013
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	433658-6134 Vehicle Repair & Maintenance	TK0911A	195.11	11-283639	P09294	00081630	09/17/2013
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	433658-6134 Vehicle Repair & Maintenance	TK0911A	181.40	11-283911	P09294	00081630	09/17/2013
				Vendor Total:	1,068.14				
MW OH	BLAIS & ASSOCIATES V008128	JULY GRANT RESEARCH	101511-6001 Management Consulting Services	TK0911A	463.00	07-2013-PL1	P09245	00081631	09/17/2013
				Vendor Total:	463.00				
MW OH	BREA ELECTRIC COMPANY V007990	ELECTRICAL WORK-117 N. MAIN Buildings	102534-6720	TK0911A	1,985.00	19601	P09264	00081632	09/17/2013
				Vendor Total:	1,985.00				
MW OH	BREA ROOFING V003463	REFUND BOND DEPOSIT-456 PURI Construction & Demo Deposit	0044-2033	TK0911C	100.00	30-13-40	P09270	00081633	09/17/2013
				Vendor Total:	100.00				
MW OH	BUTZLAFF, TROY V005326	AIR TRAVEL REIMBURSEMENT Meetings & Conferences	101511-6245	TK0911C	370.75	091013	P09307	00081634	09/17/2013

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MW OH	C2 REPROGRAPHICS V004106	BID PACKAGE PRINTING	333552-6185 / 61020-6185 Construction Services	TK0911C	707.08	560780	P09267	00081635	09/17/2013
Vendor Total:					370.75				
MW IP	CALIFORNIA DENTAL NETV V008102	OCT DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	ITK0905B	819.96	OCT 2013		00081585	09/05/2013
Vendor Total:					707.08				
MW IP	CALIFORNIA DENTAL NETV V008102	OCT DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	ITK0905B	178.86	OCT 2013		00081585	09/05/2013
Vendor Total:					998.82				
MW OH	CALIFORNIA STATE DISBUF V004813	P/E 8/31/13 PD DATE 9/6/13	0010-2196 Garnishments W/H	PY13018	1,270.30	2700/1301018		00081617	09/06/2013
Vendor Total:					1,270.30				
MW OH	CALIFORNIA STATE DISBUF V004813	P/E 8/31/13 PD DATE 9/6/13	0029-2196 Garnishments W/H	PY13018	20.77	2700/1301018		00081617	09/06/2013
Vendor Total:					20.77				
MW OH	CALIFORNIA STATE DISBUF V004813	P/E 8/31/13 PD DATE 9/6/13	0048-2196 Garnishments W/H	PY13018	31.15	2700/1301018		00081617	09/06/2013
Vendor Total:					31.15				
MW IP	CALRECYCLE V008547	OPP2-11-0097 UNSPENT FUNDS	504315-6301 / 20040-6301 Special Department Supplies	ITK0905B	3,853.79	OPP2-11-0097	P09306	00081586	09/05/2013
Vendor Total:					1,322.22				
MW IP	CARDENAS, JOEL V002648	SEPT MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	ITK0905B	50.00	SEPTEMBER 1.		00081587	09/05/2013
Vendor Total:					3,853.79				
MW OH	CARL WARREN & CO V008011	AUG 3RD PARTY LIABILITY CLAIM	404582-6025 Third Party Administration	TK0911A	1,481.00	1517774	P09119	00081636	09/17/2013
Vendor Total:					50.00				
MW OH	CARLSON, DALE V006502	HERITAGE ENTERTAINMENT	0044-2067 / 79392-2067 Heritage Committee	TK0911A	300.00	082013	P09279	00081637	09/17/2013
Vendor Total:					1,481.00				
MW IP	CASTRO-GRAHAM, ANTONI	SEPT MONTHLY EXPENSES	103550-5001	ITK0905B	50.00	SEPTEMBER 1.		00081588	09/05/2013
Vendor Total:					300.00				

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	V008605		Salaries/Full-Time Regular						
MW OH	CBE V008124	JULY WHITTEN COPIER LEASE	101572-6135 Repair/Maint Off Furn & Eqp	TK0911A	50.00 33.38	IN1529580	P09298	00081638	09/17/2013
				Vendor Total:	33.38				
MW OH	COMMERCIAL-AQUATIC SE V005203	IMPELLER REPLACEMENT & INST	433654-6130 Repair & Maint/Facilities	TK0911A	1,811.04	113-2016	P09278	00081639	09/17/2013
MW OH	COMMERCIAL-AQUATIC SE V005203	JULY WHITTEN POOL SERVICE	433654-6130 Repair & Maint/Facilities	TK0911A	81.00	113-1658	P09280	00081639	09/17/2013
MW OH	COMMERCIAL-AQUATIC SE V005203	JULY GOMEZ POOL SERVICE	433654-6130 Repair & Maint/Facilities	TK0911A	165.00	113-1700	P09280	00081639	09/17/2013
MW OH	COMMERCIAL-AQUATIC SE V005203	AUG WHITTEN POOL SERVICE	433654-6130 Repair & Maint/Facilities	TK0911A	384.45	113-1903	P09280	00081639	09/17/2013
				Vendor Total:	2,441.49				
MW OH	CONROY, BRIAN V008501	PRISON GANGS-REG,MEAL,MILEA	103041-6250 Staff Training	TK0911A	98.44	31219	P09258	00081640	09/17/2013
MW OH	COUNTY OF ORANGE V005595	HAZARDOUS MATERIALS INSPEC	433654-6137 Repair Maint/Equipment	TK0911A	98.44 210.00	IN0953682	P09261	00081641	09/17/2013
				Vendor Total:	210.00				
MW IP	DE LA TORRE, EDUARDO V003527	SEPT MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	ITK0905B	25.00	SEPTEMBER 1:		00081589	09/05/2013
MW IP	DE LA TORRE, EDUARDO V003527	SEPT MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	ITK0905B	20.00	SEPTEMBER 1:		00081589	09/05/2013
MW IP	DE LA TORRE, EDUARDO V003527	SEPT MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	ITK0905B	5.00	SEPTEMBER 1:		00081589	09/05/2013
				Vendor Total:	50.00				
MW OH	DFS FLOORING INC V000099	AUG CARPET CLEANING	433654-6130 Repair & Maint/Facilities	TK0911A	605.00	300098-99	P08974	00081642	09/17/2013

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				Vendor Total:	605.00				
MW OH	DHI CONSTRUCTION INC V008088	CONSTRUCTION 117. N. MAIN	102534-6130 Repair & Maint/Facilities	TK0911C	11,250.00	072513	P09242	00081643	09/17/2013
				Vendor Total:	11,250.00				
MW OH	DISPLAY APPEAL V003825	VEHICLE GRAPHICS SVS	433658-6290 Dept. Contract Services	TK0911A	160.38	4880	P08967	00081644	09/17/2013
MW OH	DISPLAY APPEAL V003825	VEHICLE GRAPHICS SVS	433658-6290 Dept. Contract Services	TK0911A	160.38	4882	P08967	00081644	09/17/2013
				Vendor Total:	320.76				
MW OH	DISTINGUISHED PEST CONT V003466	CONT JULY PEST/RODENT CONTROL	433654-6130 Repair & Maint/Facilities	TK0911A	965.00	10290	P08965	00081645	09/17/2013
				Vendor Total:	965.00				
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 8/31/13 PD DATE 9/6/13	0043-2196 Garnishments W/H	PY13018	38.90	2711/1301018		00081618	09/06/2013
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 8/31/13 PD DATE 9/6/13	0010-2196 Garnishments W/H	PY13018	39.92	2711/1301018		00081618	09/06/2013
				Vendor Total:	78.82				
MW OH	EMPIRE PIPE CLEANING AN V003109	AUG SEWER CLEANING	484376-6120 R & M/Sewer & Storm Drain	TK0911C	28,011.04	9306	P09199	00081646	09/17/2013
MW OH	EMPIRE PIPE CLEANING AN V003109	AUG CCTV SEWER INSPECTION	484376-6120 R & M/Sewer & Storm Drain	TK0911C	660.00	9310	P09199	00081646	09/17/2013
				Vendor Total:	28,671.04				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	TK0911A	84.11	189410	P09197	00081647	09/17/2013
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6290 Dept. Contract Services	TK0911A	95.06	189425	P09197	00081647	09/17/2013
				Vendor Total:	179.17				
MW OH	FEDEX V000394	SHIPPING CHARGES	101513-6325 Postage	TK0911A	25.82	2-371-35217	P09334	00081648	09/17/2013

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MW IP	FENSTERMAKER, DANIEL V005067	AUG MEDIA SERVICES	441573-6099 Other Professional Services	ITK0905B	3,969.84	PLA-13-008	P09006	00081590	09/05/2013
				Vendor Total:	25.82				
MW IP	FIDELITY SECURITY LIFE II V008132	SEPT VISION PREMIUMS	395083-5164 Optical Insurance Premiums	ITK0905B	1,085.50	6062466		00081591	09/05/2013
MW IP	FIDELITY SECURITY LIFE II V008132	SEPT VISION PREMIUMS	395000-4740 ISF Employee Optical Costs	ITK0905B	1,758.10	6062466		00081591	09/05/2013
				Vendor Total:	2,843.60				
MW OH	FINTON, JOHN V009148	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK0911A	45.00	90040		00081649	09/17/2013
				Vendor Total:	45.00				
MW OH	FLEET SERVICES INC V000400	OP CITY TEST & TRUCK PARTS	433658-6290 Dept. Contract Services	TK0911A	755.27	232120087	P09265	00081650	09/17/2013
				Vendor Total:	755.27				
MW OH	FRANCHISE TAX BOARD V000404	P/E 8/31/13 PD DATE 9/6/13	0010-2196 Garnishments W/H	PY13018	240.96	2710/1301018		00081619	09/06/2013
				Vendor Total:	240.96				
MW OH	GAIL MATERIALS INC V000430	BASEBALL FIELD SUPPLIES	103655-6301 Special Department Supplies	TK0911A	518.40	72685	P08940	00081651	09/17/2013
				Vendor Total:	518.40				
MW IP	GAS CO, THE V000909	AUG GAS CHARGES	431010-6340 Natural Gas	ITK0905B	38.06	082913		00081592	09/05/2013
				Vendor Total:	38.06				
MW IP	GE CAPITAL V008085	SEPT COPIER LEASE-ADMIN	431010-6175 Office Equipment Rental	ITK0905B	164.58	59339489	P08896	00081593	09/05/2013
MW IP	GE CAPITAL V008085	SEPT COPIER LEASE-ADMIN	374386-6175 Office Equipment Rental	ITK0905B	164.58	59339489	P08896	00081593	09/05/2013
MW IP	GE CAPITAL	SEPT COPIER LEASE-REC	431010-6175	ITK0905B	145.03	59343152	P08897	00081593	09/05/2013

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	V008085		Office Equipment Rental						
MW IP	GE CAPITAL V008085	SEPT COPIER LEASE-REC	374386-6175 Office Equipment Rental	ITK0905B	145.03	59343152	P08897	00081593	09/05/2013
		Vendor Total:			619.22				
MW OH	GILLIS, JOSEPH V008160	PRISON GANGS-REG,MEAL	103041-6250 Staff Training	TK0911A	98.44	31920	P09259	00081652	09/17/2013
MW OH	GILLIS, JOSEPH V008160	TACTICAL EMERGENCY-MEAL	103041-6250 Staff Training	TK0911A	22.17	31219	P09260	00081652	09/17/2013
		Vendor Total:			120.61				
MW OH	GOVIND, RAAKHEE V007761	CLASS REFUND	100000-4340 / 79378-4340 Recreation Programs	TK0911C	99.00	89467		00081653	09/17/2013
		Vendor Total:			99.00				
MW OH	GREAT WEST V006983	P/E 8/31/13 PD DATE 9/6/13	0048-2172 Deferred Comp Pay. - Gr West	PY13018	34.46	2607/1301018		00081620	09/06/2013
MW OH	GREAT WEST V006983	P/E 8/31/13 PD DATE 9/6/13	0029-2172 Deferred Comp Pay. - Gr West	PY13018	13.80	2607/1301018		00081620	09/06/2013
MW OH	GREAT WEST V006983	P/E 8/31/13 PD DATE 9/6/13	0010-2172 Deferred Comp Pay. - Gr West	PY13018	851.44	2607/1301018		00081620	09/06/2013
		Vendor Total:			899.70				
MW OH	HARRIS & ASSOCIATES V007293	JULY CONSTRUCTION MGMT	333552-6185 / 6103440020-6185 Construction Services	TK0911C	7,093.25	21893	P09269	00081654	09/17/2013
MW OH	HARRIS & ASSOCIATES V007293	JULY CONSTRUCTION MGMT-VAL	333552-6185 / 6103440600-6185 Construction Services	TK0911C	7,093.25	21893	P09269	00081654	09/17/2013
		Vendor Total:			14,186.50				
MW IP	HAZ PARTY RENTALS V000462	BBQ GRILL RENTAL	103652-6301 Special Department Supplies	ITK0905B	114.40	24461	P09302	00081594	09/05/2013
		Vendor Total:			114.40				
MW IP	HENDRICKSON, ERIC V007376	SEPT MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	ITK0905B	50.00	SEPTEMBER I.		00081595	09/05/2013

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		Vendor Total:			50.00				
MW OH	HENSEL DIVERSIFIED CONSTRUCTION V007413	HOUSING REHAB-820 CARDINAL S	302535-6401 Community Programs	TK0911A	14,120.00	82113	P09297	00081655	09/17/2013
		Vendor Total:			14,120.00				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	TK0911B	998.05	5962	P09262	00081656	09/17/2013
		Vendor Total:			998.05				
MW OH	IMPERIAL SPRINKLER SUPPLIES V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0911B	186.30	1785060-00	P09054	00081657	09/17/2013
MW OH	IMPERIAL SPRINKLER SUPPLIES V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0911B	143.41	1788194-00	P09054	00081657	09/17/2013
MW OH	IMPERIAL SPRINKLER SUPPLIES V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0911B	246.27	1788201-00	P09054	00081657	09/17/2013
MW OH	IMPERIAL SPRINKLER SUPPLIES V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0911B	229.76	1792403-00	P09054	00081657	09/17/2013
		Vendor Total:			805.74				
MW OH	IMPRESSIONS PRINTING V000517	PD BUSINESS CARDS	103040-6315 Office Supplies	TK0911B	118.80	15839	P08958	00081658	09/17/2013
		Vendor Total:			118.80				
MW IP	KEY GOVERNMENT FINANCIAL V007864	SEPT PHONE SYSTEM LEASE	333523-6840 / 30016-6840 Machinery & Equipment	ITK0905B	3,000.92	153495001310	P08961	00081596	09/05/2013
		Vendor Total:			3,000.92				
MW OH	KEYSTONE REALTY & INVESTMENT V009140	LIABILITY CLAIMS	404582-6210 Liability Claims	TK0911C	300.00	091013	P09311	00081659	09/17/2013
		Vendor Total:			300.00				
MW IP	KNOWLES-MCNIFF INC V000558	AUG SOFTWARE SUPPORT	422023-6136 Software Maintenance	ITK0905B	1,748.25	INV90603	P09304	00081597	09/05/2013
		Vendor Total:			1,748.25				
MW IP	LE-NGUYEN, MAGGIE	SEPT MONTHLY EXPENSES	102021-5001	ITK0905B	50.00	SEPTEMBER 1		00081598	09/05/2013

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	V007345		Salaries/Full-Time Regular						
	Vendor Total:				50.00				
MW OH	LILLEY PLANNING GROUP V008540	8/5-15 BLDG CONTRACT SVS	102532-6290 Dept. Contract Services	TK0911B	3,536.00	PLA126	P09113	00081660	09/17/2013
MW OH	LILLEY PLANNING GROUP V008540	8/5-16 GENERAL PLAN SVS	333523-6017 / 6108670159-6017 Special Studies	TK0911B	957.00	PLA126	P09113	00081660	09/17/2013
MW OH	LILLEY PLANNING GROUP V008540	8/5-14 BLDG INSPECTION SVS	102532-6045 Building Inspection Services	TK0911B	1,920.00	PLA126	P09113	00081660	09/17/2013
MW OH	LILLEY PLANNING GROUP V008540	8/19-28 BLDG INSPECTION SVS	102532-6045 Building Inspection Services	TK0911B	1,920.00	PLA127	P09113	00081660	09/17/2013
MW OH	LILLEY PLANNING GROUP V008540	8/19-29 BLDG CONTRACT SVS	102532-6290 Dept. Contract Services	TK0911B	3,536.00	PLA127	P09113	00081660	09/17/2013
MW OH	LILLEY PLANNING GROUP V008540	8/19-30 GENERAL PLAN SVS	333523-6017 / 6108670159-6017 Special Studies	TK0911B	1,044.00	PLA127	P09113	00081660	09/17/2013
MW OH	LILLEY PLANNING GROUP V008540	AUG 5-15 PW INSPECTOR	103550-6290 Dept. Contract Services	TK0911B	1,560.00	PLA126B	P09144	00081660	09/17/2013
	Vendor Total:				14,473.00				
MW OH	MACCUBBIN, MICHAEL V007311	HEALING PWR CERMNY-MEAL,MI	103041-6250 Staff Training	TK0911B	51.52	3912	P09257	00081661	09/17/2013
	Vendor Total:				51.52				
MW IP	MAKOWSKI, ROBERT V005712	SEPT MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	ITK0905B	12.50	SEPTEMBER 1		00081599	09/05/2013
MW IP	MAKOWSKI, ROBERT V005712	SEPT MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	ITK0905B	12.50	SEPTEMBER 1		00081599	09/05/2013
MW IP	MAKOWSKI, ROBERT V005712	SEPT MONTHLY EXPENSES	102533-5001 Salaries/Full-Time Regular	ITK0905B	25.00	SEPTEMBER 1		00081599	09/05/2013
	Vendor Total:				50.00				
MW OH	MANAGEMENT ACTION PR V005829	MGMT/LEADERSHIP WORKSHOP	101512-6250 Staff Training	TK0911C	1,370.54	C745281	P09327	00081662	09/17/2013
	Vendor Total:				1,370.54				

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MW OH	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	TK0911B	21.98	114945/5	P09056	00081663	09/17/2013
MW OH	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	TK0911B	28.06	115119/5	P09056	00081663	09/17/2013
MW OH	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	TK0911B	7.30	115465/5	P09056	00081663	09/17/2013
			Vendor Total:		57.34				
MW IP	MCCONAHA, MICHAEL V002517	SEPT MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	ITK0905B	50.00	SEPTEMBER 1		00081600	09/05/2013
MW OH	MMASC V008471	MMASC MEMBERSHIP-MORENO	101512-6255 Dues & Memberships	TK0911B	75.00	09042013	P09251	00081664	09/17/2013
			Vendor Total:		50.00				
MW IP	MORENO, TANIA V007723	SEPT MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	ITK0905B	25.00	SEPTEMBER 1		00081601	09/05/2013
MW IP	MORENO, TANIA V007723	SEPT MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	ITK0905B	25.00	SEPTEMBER 1		00081601	09/05/2013
			Vendor Total:		75.00				
MW OH	MORRISON, JANET V009149	CLASS REFUND	100000-4340 / 79284-4340 Recreation Programs	TK0911B	49.00	90065		00081665	09/17/2013
			Vendor Total:		50.00				
MW IP	NGUYEN, MICHAEL V005291	SEPT MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	ITK0905B	49.00	SEPTEMBER 1		00081602	09/05/2013
MW OH	NICKEY PETROLEUM COMF MOTOR OIL V000696		433658-6301 Special Department Supplies	TK0911B	163.46	308431	P09138	00081666	09/17/2013
			Vendor Total:		50.00				
MW IP	NICKS, JONATHAN V004909	SEPT MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	ITK0905B	50.00	SEPTEMBER 1		00081603	09/05/2013
			Vendor Total:		163.46				

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				Vendor Total:	50.00				
MW OH	OCHOA ESPINOZA, MARTIN V009145	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0911B	150.00	90038		00081667	09/17/2013
				Vendor Total:	150.00				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK0911B	244.13	043927	P08886	00081668	09/17/2013
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK0911B	244.13	043961	P08886	00081668	09/17/2013
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK0911B	244.13	044009	P08886	00081668	09/17/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0905B	128.66	043752I	P08979	00081604	09/05/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0905B	128.66	043834I	P08979	00081604	09/05/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0905B	328.02	043888I	P08979	00081604	09/05/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0905B	184.63	043928I	P08979	00081604	09/05/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0905B	42.11	044002I	P08979	00081604	09/05/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0905B	21.59	044022I	P08979	00081604	09/05/2013
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0905B	613.66	044053I	P08979	00081604	09/05/2013
				Vendor Total:	2,179.72				
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	TK0911B	103.40	232336	P09178	00081669	09/17/2013
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	TK0911B	18.38	234596	P09178	00081669	09/17/2013
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	433658-6134	TK0911B	225.33	235440	P09178	00081669	09/17/2013

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	V007231		Vehicle Repair & Maintenance						
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	433658-6134	TK0911B	28.75	238155	P09178	00081669	09/17/2013
	V007231		Vehicle Repair & Maintenance						
			Vendor Total:		375.86				
MW OH	ORANGE COUNTY EMPLOY P/E 8/31/13 PD DATE 9/6/13		0037-2176 PCEA/OCEA Assoc Dues	PY13018	5.77	2610/1301018		00081621	09/06/2013
	V000699								
MW OH	ORANGE COUNTY EMPLOY P/E 8/31/13 PD DATE 9/6/13		0029-2176 PCEA/OCEA Assoc Dues	PY13018	9.60	2610/1301018		00081621	09/06/2013
	V000699								
MW OH	ORANGE COUNTY EMPLOY P/E 8/31/13 PD DATE 9/6/13		0048-2176 PCEA/OCEA Assoc Dues	PY13018	20.18	2610/1301018		00081621	09/06/2013
	V000699								
MW OH	ORANGE COUNTY EMPLOY P/E 8/31/13 PD DATE 9/6/13		0043-2176 PCEA/OCEA Assoc Dues	PY13018	19.24	2610/1301018		00081621	09/06/2013
	V000699								
MW OH	ORANGE COUNTY EMPLOY P/E 8/31/13 PD DATE 9/6/13		0010-2176 PCEA/OCEA Assoc Dues	PY13018	281.91	2610/1301018		00081621	09/06/2013
	V000699								
			Vendor Total:		336.70				
MW OH	ORANGE COUNTY HONDA	MOTORCYCLE REPAIR	433658-6290 Dept. Contract Services	TK0911B	54.53	76852	P08975	00081670	09/17/2013
	V008818								
			Vendor Total:		54.53				
MW IP	ORTEGA, JEANETTE	SEPT MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	ITK0905B	50.00	SEPTEMBER 1		00081605	09/05/2013
	V007724								
			Vendor Total:		50.00				
MW OH	PADILLA, VALERIE	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0911B	150.00	90037		00081671	09/17/2013
	V009146								
			Vendor Total:		150.00				
MW OH	PALACIOS, JOSE	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	TK0911B	100.00	90039		00081672	09/17/2013
	V009144								
			Vendor Total:		100.00				
MW OH	PARKHOUSE TIRE INC	TIRES	433658-6134 Vehicle Repair & Maintenance	TK0911B	335.34	1020120840	P09057	00081673	09/17/2013
	V004472								
			Vendor Total:		100.00				

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				Vendor Total:	335.34				
MW OH	PCEA C/O NORTH ORANGE · P/E 8/31/13 PD DATE 9/6/13 V000679		0037-2176 PCEA/OCEA Assoc Dues	PY13018	0.60	2615/1301018		00081622	09/06/2013
MW OH	PCEA C/O NORTH ORANGE · P/E 8/31/13 PD DATE 9/6/13 V000679		0010-2176 PCEA/OCEA Assoc Dues	PY13018	29.30	2615/1301018		00081622	09/06/2013
MW OH	PCEA C/O NORTH ORANGE · P/E 8/31/13 PD DATE 9/6/13 V000679		0029-2176 PCEA/OCEA Assoc Dues	PY13018	1.00	2615/1301018		00081622	09/06/2013
MW OH	PCEA C/O NORTH ORANGE · P/E 8/31/13 PD DATE 9/6/13 V000679		0048-2176 PCEA/OCEA Assoc Dues	PY13018	2.10	2615/1301018		00081622	09/06/2013
MW OH	PCEA C/O NORTH ORANGE · P/E 8/31/13 PD DATE 9/6/13 V000679		0043-2176 PCEA/OCEA Assoc Dues	PY13018	2.00	2615/1301018		00081622	09/06/2013
				Vendor Total:	35.00				
MW IP	PERRY, BRIAN V002942	SPRING/SUMMER TUITION REIMB	431010-5150 Tuition Reimbursement	ITK0905B	1,550.73	090513	P09295	00081606	09/05/2013
				Vendor Total:	1,550.73				
MW OH	PLACENTIA CHAMBER OF C V000772	FURNITURE FOR CHAMBER OFFIC	433654-6130 Repair & Maint/Facilities	TK0911B	760.75	8064	P09292	00081674	09/17/2013
MW OH	PLACENTIA CHAMBER OF C V000772	7/13-9/13 WEBSITE HOSTING	102534-6099 Other Professional Services	TK0911C	299.85	8067	P09308	00081674	09/17/2013
MW OH	PLACENTIA CHAMBER OF C V000772	CHAIRS FOR CHAMBER OFFICE	433654-6130 Repair & Maint/Facilities	TK0911C	172.80	8066	P09309	00081674	09/17/2013
				Vendor Total:	1,233.40				
MW OH	PLACENTIA POLICE MANAC V000839	P/E 8/31/13 PD DATE 9/6/13	0010-2180 Police Mgmt Assn Dues	PY13018	924.28	2625/1301018		00081623	09/06/2013
				Vendor Total:	924.28				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 8/31/13 PD DATE 9/6/13	0050-2178 Placentia Police Assoc Dues	PY13018	94.70	2620/1301018		00081624	09/06/2013
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 8/31/13 PD DATE 9/6/13	0010-2178 Placentia Police Assoc Dues	PY13018	3,015.52	2620/1301018		00081624	09/06/2013
				Vendor Total:	3,110.22				

**City of Placentia
Warrant Register
For 09/11/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PTM GENERAL ENGINEERIN V008977	JULY CONSTRUCTION SVS: ROSE	333552-6185 / 6101640020-6185 Construction Services	TK0911B	13,162.34	0805131307	P09274	00081675	09/17/2013
MW OH	PTM GENERAL ENGINEERIN V008977	JULY CONSTRUCTION SVS: ROSE	333552-6185 / 6101640600-6185 Construction Services	TK0911B	13,162.35	0805131307	P09274	00081675	09/17/2013
			Vendor Total:		26,324.69				
MW OH	REPUBLIC WASTE SERVICE V007205	JULY REFUSE COLLECTION	374386-6101 Disposal	TK0911B	207,715.41	JULY 13	P09118	00081676	09/17/2013
			Vendor Total:		207,715.41				
MW OH	REYNARD MD, MICHAEL V009138	EXPERT WITNESS FEE	404582-6006 Litigation	TK0911C	2,875.00	PL-114	P09299	00081677	09/17/2013
			Vendor Total:		2,875.00				
MW OH	RIPPE TOE MILES LLP V008778	LEGAL SERVICES: REED	404582-6006 / 10034-6006 Litigation	TK0911C	577.11	114989	P09312	00081678	09/17/2013
			Vendor Total:		577.11				
MW OH	ROBERTS, CAROL V009151	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK0911B	100.00	90127		00081679	09/17/2013
			Vendor Total:		100.00				
MW OH	ROMERO, ISAIAS V009152	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0911B	150.00	90126		00081680	09/17/2013
			Vendor Total:		150.00				
MW IP	ROWE, KIRSTEN V008392	SEPT MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	ITK0905B	50.00	SEPTEMBER 1		00081607	09/05/2013
			Vendor Total:		50.00				
MW OH	SA AQUATICS V002842	AUG FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK0911B	142.50	203624	P09293	00081681	09/17/2013
			Vendor Total:		142.50				
MW OH	SA AQUATICS V002842	AUG FOUNTAIN MAINT	433654-6290 Dept. Contract Services	TK0911B	142.50	203624	P09293	00081681	09/17/2013
			Vendor Total:		285.00				
MW IP	SANCHEZ, DANYELLE	SEPT MONTHLY EXPENSES	101512-5001	ITK0905B	50.00	SEPTEMBER 1		00081608	09/05/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003402		Salaries/Full-Time Regular						
MW IP	SCHWARTZ, MONIQUE V004447	SEPT MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	Vendor Total: ITK0905B	50.00	50.00	SEPTEMBER 1	00081609	09/05/2013
MW OH	SCSBOA V006432	HERITAGE PARADE JUDGES	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK0911B	50.00	2,475.00	061213	00081682	09/17/2013
MW OH	SEMAR, CATHY V009150	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	Vendor Total: TK0911B	2,475.00	84.00	90070	00081683	09/17/2013
MW OH	SHAH, BHARATI V007343	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: TK0911C	84.00	100.00	90151	00081684	09/17/2013
MW OH	SHAH, BHARATI V007343	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: TK0911C	25.00	25.00	90152	00081684	09/17/2013
MW OH	SHRED-IT LOS ANGELES V000905	7/31 SHRED DOCUMENTS	374386-6299 Other Purchased Services	Vendor Total: TK0911B	125.00	86.67	9402319985	00081685	09/17/2013
MW OH	SHRED-IT LOS ANGELES V000905	8/14 SHRED DOCUMENTS	374386-6299 Other Purchased Services	Vendor Total: TK0911B	86.67	86.67	9402380909	00081685	09/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	JULY TRAFFIC SIGNAL MAINT	333552-6185 / 61097-6185 Construction Services	Vendor Total: TK0911C	173.34	843.88	400108298	00081686	09/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	JULY TRAFFIC SIGNAL MAINT	333552-6185 / 61098-6185 Construction Services	Vendor Total: TK0911C	446.26	446.26	400108300	00081686	09/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	JULY TRAFFIC SIGNAL MAINT	333552-6185 / 61096-6185 Construction Services	Vendor Total: TK0911C	309.64	309.64	400108299	00081686	09/17/2013
MW OH	SIMPLEX GRINNELL	QUARTERLY ALARM MONITORIN	433654-6127	Vendor Total: TK0911B	1,599.78	3,094.94	76212682	00081687	09/17/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008625		Alarm Monitoring						
MW IP	SMITH, WARD V002806	SEPT MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	Vendor Total: ITK0905B	3,094.94 50.00	SEPTEMBER 1		00081610	09/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICAL CHARGES	296561-6330 Electricity	Vendor Total: ITK0905B	50.00 103.15	082913		00081611	09/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK0905B	7,334.43	082913		00081611	09/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICAL CHARGES	431010-6330 Electricity	ITK0905B	14,037.51	082913		00081611	09/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	ITK0905B	103.78	082913		00081611	09/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICAL CHARGES	0010-1232 Accts Rec/Other Agencies	ITK0905B	19.88	082913		00081611	09/05/2013
MW IP	SPRINT V006533	AUG RELAY SERVICES	431010-6340 Natural Gas	Vendor Total: ITK0905B	21,598.75 38.06	082913		00081612	09/05/2013
MW OH	STANTEC CONSULTING SEF V008895	JULY PRO SVS-SAFE ROUTE	333552-6185 / 6111440011-6185 Construction Services	Vendor Total: TK0911C	38.06 887.86	714108	P09275	00081688	09/17/2013
MW OH	STANTEC CONSULTING SEF V008895	JULY PRO SVS-SAFE ROUTE	333552-6185 / 6111440151-6185 Construction Services	Vendor Total: TK0911C	7,990.74	714108	P09275	00081688	09/17/2013
MW OH	STITH PRINTING V008626	HERITAGE CAR SHOW T-SHIRTS	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK0911B	8,878.60 3,118.16	38709	P08968	00081689	09/17/2013
MW IP	SUNGARD PUBLIC SECTOR V005987	CREATE CASH RECEIPT FORMAT	422023-6136 Software Maintenance	Vendor Total: ITK0905B	3,118.16 400.00	70093	P09303	00081613	09/05/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	400.00				
MW OH	TAPIA, ERIKA V009147	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0911B	150.00	90036		00081690	09/17/2013
				Vendor Total:	150.00				
MW IP	TS CARPET & DESIGN CENT V005731	INSTALL CARPET FOR CHAMBER	433654-6130 Repair & Maint/Facilities	ITK0905B	3,149.24	2359	P09249	00081614	09/05/2013
MW IP	TS CARPET & DESIGN CENT V005731	INSTALL VERTICALS FOR CHAMB	433654-6130 Repair & Maint/Facilities	ITK0905B	1,389.87	5029	P09250	00081614	09/05/2013
				Vendor Total:	4,539.11				
MW IP	URBAN, ASHLEY V004861	SEPT MONTHLY EXPENSES	103042-5001 Salaries/Full-Time Regular	ITK0905B	50.00	SEPTEMBER 1		00081615	09/05/2013
				Vendor Total:	50.00				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/31 PD 9/6	0043-2131 Employer PARS/ARS Payable	TK0911C	25.65	95131		00081691	09/17/2013
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/31 PD 9/6	0010-2126 Employee PARS/ARS W/H	TK0911C	860.76	95131		00081691	09/17/2013
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/31 PD 9/6	0010-2131 Employer PARS/ARS Payable	TK0911C	860.76	95131		00081691	09/17/2013
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/31 PD 9/6	0043-2126 Employee PARS/ARS W/H	TK0911C	25.65	95131		00081691	09/17/2013
				Vendor Total:	1,772.82				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 8/31/13 PD DATE 9/6/13	0037-2170 Deferred Comp Payable - ICMA	PY13018	17.06	2606/1301018		00081625	09/06/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 8/31/13 PD DATE 9/6/13	0010-2170 Deferred Comp Payable - ICMA	PY13018	1,097.60	2606/1301018		00081625	09/06/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 8/31/13 PD DATE 9/6/13	0048-2170 Deferred Comp Payable - ICMA	PY13018	10.58	2606/1301018		00081625	09/06/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 8/31/13 PD DATE 9/6/13	0029-2170 Deferred Comp Payable - ICMA	PY13018	7.06	2606/1301018		00081625	09/06/2013
				Vendor Total:	1,132.30				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	VERIZON WIRELESS V008735	AUG PD AIRCARD CHARGES	431010-6215 Telephone	ITK0905B	1,103.32	9710192932		00081616	09/05/2013
MW OH	VLADAZ, RENE V009153	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	Vendor Total: TK0911B	1,103.32 100.00	90125		00081692	09/17/2013
MW OH	WILLDAN ENGINEERING V001127	JULY TRAFFIC ENGINEERING-OC	333552-6015 / 6105615155-6015 Engineering Services	Vendor Total: TK0911C	100.00 840.00	00612152	P09182	00081694	09/17/2013
MW OH	WILLDAN ENGINEERING V001127	JULY EXTRA TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK0911C	630.00	00612151	P09219	00081694	09/17/2013
MW OH	WILLDAN ENGINEERING V001127	JULY TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK0911C	3,920.00	00612157	P09219	00081694	09/17/2013
MW OH	WILLDAN ENGINEERING V001127	JULY TRAFFIC ENGINEERING	333552-6015 / 61115-6015 Engineering Services	TK0911C	5,825.00	00612155	P09228	00081694	09/17/2013
MW OH	WILLDAN ENGINEERING V001127	JULY CONSTRUCTION MGMT-ROS	333552-6185 / 6109540020-6185 Construction Services	TK0911C	810.00	00411803	P09268	00081694	09/17/2013
MW OH	WILLDAN ENGINEERING V001127	JULY CONSTRUCTION MGMT-ROS	333552-6185 / 6109540600-6185 Construction Services	TK0911C	810.00	00411803	P09268	00081694	09/17/2013
MW OH	WILLDAN ENGINEERING V001127	CITY ENGINEER PLAN CHECKS	0044-2048 / 45037-2048 Engineering Plan Check Deposit	TK0911C	700.00	003-15872A	P09271	00081694	09/17/2013
MW OH	WILLDAN ENGINEERING V001127	CITY ENGINEER PLAN CHECKS	0044-2048 / 45043-2048 Engineering Plan Check Deposit	TK0911C	140.00	003-15872	P09272	00081694	09/17/2013
MW OH	WILLDAN ENGINEERING V006688	JULY CITY ENGINEER SVS	103550-6015 Engineering Services	Vendor Total: TK0911C	13,675.00 4,760.00	003-15871	P09276	00081693	09/17/2013
MW OH	WILLDAN ENGINEERING V007112	AUG SEWER GIS SVS	484376-6120 R & M/Sewer & Storm Drain	Vendor Total: TK0911C	4,760.00 422.50	00512333	P09045	00081695	09/17/2013
MW OH	WILLDAN FINANCIAL SERV	CFD FORMATION & ANALYSIS	101511-6099	Vendor Total: TK0911B	422.50 980.00	010-21840	P09247	00081696	09/17/2013

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005723		Other Professional Services						
MW OH	WOMEN LEADING GOVERN MEMBERSHIP-LE V007615		101512-6255 Dues & Memberships	TK0911B	980.00	50.00 090313	P09281	00081697	09/17/2013
MW OH	XCS DIGITAL IMAGING SYS PLOTTER PAPER V006434		484356-6301 Special Department Supplies	TK0911B	50.00	91.85 121052	P09143	00081698	09/17/2013
MW OH	ZUBIA, MARY GRACE V009128		100000-4385 / 79160-4385 Facility Rental	TK0911B	91.85	100.00 89469		00081699	09/17/2013
				Vendor Total:	100.00				
				Type Total:	445,726.66				
				Warrant Total:	453,427.45				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: SEPTEMBER 17, 2013

SUBJECT: **RECYCLING MARKET DEVELOPMENT ZONE DESIGNATION FOR THE CITY OF PLACENTIA**

FISCAL
IMPACT: ESTIMATED EXPENSE: NONE

SUMMARY:

The California Department of Resources, Recycling, and Recovery (CalRecycle) oversees recycling, waste reduction, and product reuse to encourage and stimulate economic and environmental sustainability. In 1990, the State created a program known as the Recycling Market Development Zone (RMDZ) that provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables. Manufacturers located in RMDZ's are eligible for low interest loans and other assistance provided by local zone administrators and by the CalRecycle Materials Management and Local Assistance Division. This action would authorize the City of Placentia to join the City of Orange in applying for RMDZ designation and authorize the City of Orange to serve as the Zone Administrator.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2013- , A Resolution of the City Council of the City of Placentia, California supporting designation as a Recycling Market Development Zone, designation of the City of Orange as the lead agency, and adoption of a Negative Declaration.

DISCUSSION:

In 1990, California adopted Senate Bill 2310 establishing the California Market Development Zone program. The purpose of the Act was to stimulate the recycling of waste materials generated in California. Under the program, local communities, separately or in partnership, apply for designation as a Recycling Market Development Zone (RMDZ). The California Department of Resources, Recycling, and Recovery (CalRecycle) oversees recycling, waste reduction, and product reuse to encourage economic and environmental sustainability and through their Materials Management and Local Assistance Division oversees the RMDZ

1.e.

September 17, 2013

program. This Division approves loan applications, provides application guidance, and offers technical assistance to businesses in RMDZ. Currently, California has 35 RMDZ designations, covering 228 cities and 30 counties.

The RMDZ is an economic development and technical assistance program consisting of State funded low interest loans, technical assistance, site selection, permitting assistance, and assistance with obtaining recycled materials for manufacturing. It is available primarily to businesses using recycled material to make new products. It is also available for "source reduction," such as assistance to companies facilitating reuse or altering manufacturing processes to use less material. The City views participating in the RMDZ as an additional tool for economic development by encouraging the expansion or relocation of eligible manufacturers who will benefit from the State incentives.

Loans are made with State funds and are available only to companies located in a State-designated RMDZ. The current interest rate of 3.125% is fixed, and available for up to 15 years in amounts up to \$2 million per loan. The State opens up the application period for the RMDZ program every 10 years, and this cycle will include the expansion from 35 to 40 zones throughout the State. Collectively, over the last ten years, CalRecycle has approved and funded 170 loans totaling more than \$120 million.

Last Fall, City Staff approached CalRecycle to designate the City as an RMDZ and reached out to the City of Orange to see if they were interested in partnering with us in this endeavor. The City of Orange had previously expressed interest in creating an RMDZ within Orange County. In July, Staff from the City of Orange and Placentia met with CalRecycle to discuss the application process, and the City of Orange, because of their larger organizational structure, decided to take on the lead application/zone administrator role. City Staff agree that the City of Orange is better poised to be the lead agency/zone administrator. The lead agency is responsible for preparing and submitting an annual report to CalRecycle and making sure that all RMDZ partners are kept current on RMDZ practices, policies, and legislation. The lead agency also serves as the point of contact for companies wanting to know more about the RMDZ. As a participant in the program, the City of Placentia would simply act as the local point of contact for Placentia-based businesses and would liaison with the City of Orange in order to stay informed of RMDZ matters. It is proposed that the Manufacturing area in the east portion of the City, from Jefferson Boulevard to Lakeview Avenue, south of Orangethorpe Avenue, be considered for designation as the RMDZ. This area was selected as it is a primary manufacturing area of the City, adjacent to the "Canyon Industrial Zone" in the City of Anaheim, and has current recycling businesses which may benefit from inclusion in the zone.

FISCAL IMPACT:

There is no fiscal impact to the City as there is no fee for membership in the RMDZ, nor is the City providing any direct assistance to the businesses that may use the program. Minimal staff time may be associated with referring businesses to the City of Orange and to CalRecycle. The RMDZ programs can be used as an additional tool by Economic Development staff to assist

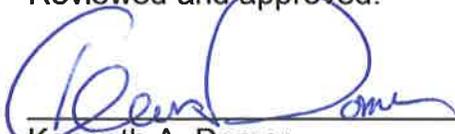
appropriate businesses located within the City of Placentia and to encourage businesses to relocated into the City's RMDZ, thereby increasing employment and the City's property tax base.

Prepared by:



Antonia Graham
Management Analyst

Reviewed and approved:



Kenneth A. Domer
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Resolution R-2013-

RESOLUTION NO. R-2013-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA SUPPORTING DESIGNATION AS A RECYCLING MARKET DEVELOPMENT ZONE, DESIGNATION OF THE CITY OF ORANGE AS THE LEAD AGENCY, AND ADOPTION OF A NEGATIVE DECLARATION

A. Recitals.

(i). California Public Resources Code § 42010 provides for the establishment of the Recycling Market Development Zone ("RMDZ") program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables.

(ii). All California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act.

(iii). The current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets.

(iv). The designation of a zone in the cities of Placentia and Orange which will comprise the RMDZ dedicated to establishing, sustaining, and expanding recycling based manufacturing businesses, is essential for market development and to assist said cities in meeting the established landfill waste reduction goals.

(v). Designation as an RMDZ is necessary to facilitate local and regional planning, coordination, and support existing new and existing recycling-based manufacturing businesses, as well as to attract private sector recycling investments to the RMDZ.

(vi). RMDZ designation would make existing and new recycling-based manufacturing businesses located within the proposed zone eligible for the technical and financial incentives associated with the RMDZ program.

(vii). The California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws,

regulations and policies" (California Government Code § 65040.12(e)), and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations, and low income populations of the State (California Public Resources Code § 71110(a)).

(viii). CalRecycle in its Strategic Plan, has adopted a goal to continuously integrate environmental justice concerns into all of the Department's programs and activities.

(ix). The Cities of Placentia and Orange have agreed to submit an application to CalRecycle requesting designation as an RMDZ.

(x). The City of Orange has agreed to act as Lead Agency for the proposed designation of the RMDZ.

(xi). In accordance with the California Environmental Quality Act, California Public Resources Code § 21000, et seq. ("CEQA"), the City of Orange has prepared or caused to be prepared a Negative Declaration which evaluates the potential adverse environmental effects that might occur as a result of the designation of the Placentia/Orange RMDZ.

(xii). Said Negative Declaration reflects the City of Orange's independent judgment and analysis.

(xiii). The City of Placentia has reviewed and considered the information in the Negative Declaration and comments on the Negative Declaration received during the public review period.

(xiv). The City of Placentia, on the basis of the entire record before it, finds that there is no substantial evidence that the requested designation as a RMDZ will have significant effect on the environment.

(xv). The record of the proceedings on which the City of Orange based its decision to adopt the Negative Declaration, and from which the City of Placentia affirms its decision, is available from the Lead Agency's custodian of records (Office of the City Clerk, 300 E. Chapman Avenue, Orange, California 92866).

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., above.
2. The City Council of the City of Placentia hereby adopts the Negative Declaration.
3. The City of Placentia, as the Responsible Agency, approves the designation of the Orange County RMDZ as an RMDZ and directs the City of Orange to submit an application to CalRecycle requesting designation of the Orange County RMDZ as an RMDZ which includes the Cities of Placentia and Orange.
4. The City of Orange will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures, and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.
5. The City of Orange shall file a Notice of Determination respecting the project with the State Clearinghouse pursuant to CEQA Guidelines § 15096 (i).
6. The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 17th day of September 2013.

SCOTT W. NELSON,
MAYOR

ATTEST:

PATRICK J. MELIA,
CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution No. R-2013- was adopted at a regular meeting of the City Council held on the 17TH day of September 2013 by the following vote:

AYES: None

NOES: None

ABSENT: None

ABSTAIN: None

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES
DATE: SEPTEMBER 17, 2013
SUBJECT: **APPROVE AWARD OF CONSTRUCTION CONTRACT TO J. KIM ELECTRIC INC. FOR THE KRAEMER MIDDLE SCHOOL ATHLETIC FIELD LIGHTING REPAIR PROJECT**

FISCAL IMPACT:

EXPENSE:	\$ 44,068.00	CONSTRUCTION
OFFSETTING REVENUE:	\$ 44,068.00	PARK DEVELOPMENT, PYLUSD, and SPORT GROUPS CONTRIBUTIONS
BUDGETED:	\$ 0.00	(ACCOUNT NO.: 333555-6185)
UNBUDGETED:	\$ 44,068.00	PARK DEVELOPMENT

SUMMARY:

In 2012, the field lights at Kraemer Middle School were vandalized and rendered inoperable. This project involves the restoration of the eleven (11) field light poles at Kraemer Middle School Athletic Fields that were vandalized as well as the installation of steel plated tamper resistant pull boxes at the base of each light pole. This action will approve plans and specifications for this project and award a contract for construction to J. Kim Electric Inc. in the amount of \$38,320 with a 15% construction contingency appropriation of \$5,748.

RECOMMENDATION:

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

1. Approve plans and specifications dated August 29, 2013 for the Kraemer Middle School Athletic Field Lighting Repair Project, and
2. Adopt Budget Resolution No. R-2013-___, Authorizing a Budget Amendment in Fiscal Year 2013-14 Capital Improvement Program budget in the aggregate amount of \$44,068.00 in Park Development funds towards the Kraemer Middle School Athletic Field Lighting Repair Project, and
3. Award the construction contract to the lowest responsive and responsible bidder, J. Kim Electric Inc. for an amount not to exceed \$38,320 and authorize the appropriation of a 15% construction contingency fund of \$5,748, and
4. Reject all other bids, and
5. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an agreement amount not to exceed 15% of the project construction cost.

1.f.

September 17, 2013

DISCUSSION:

The City originally installed the athletic field lights at Kraemer Middle School to accommodate the many youth sports groups in the community that have practices and games in the evenings. In 2012 the field lights were vandalized and were stripped of all copper wiring along with other damage making the lights inoperable and limiting the use of the fields to daytime hours only. The City and The Placentia Yorba Linda Unified School District (PYLUSD) have jointly agreed to repair the lights at Kraemer Middle School. Several of the youth sports groups have also expressed a willingness to partner with both the City and PYLUSD in a collaborative effort to fund the needed repairs. Although the funding source is currently listed as unspecified it is recommended by the Recreation and Parks Commission and staff to fund the needed repairs from available funds in Park Development and contributions provided by the sports groups and PYLUSD. Each of the three partners would contribute between \$12,000 and \$15,000 to complete the necessary work. This project was advertised on August 29th and September 5th in the Placentia News Times and the City Website. A total of four (4) bids for construction were received on September 12, 2013. The bid summary is as follows:

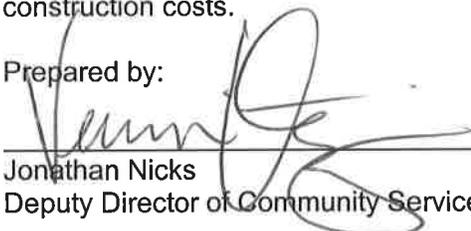
CONTRACTOR	BID
J. Kim Electric Inc.	\$38,320.00
S & Sons Electrical Contractors Corp.	\$47,568.00
Pacific Winds Building, Inc.	\$56,423.00
MS Navarro Engineering	\$66,600.00

The lowest responsive responsible bidder is J. Kim Electric Inc. in the amount of \$38,320. J. Kim Electric Inc. is based in Fullerton, California and has experience completing similar renovation projects for public agencies. J. Kim Electric Inc. local references include lighting retrofit projects for the cities of Rancho Cucamonga, West Covina, and University of California Irvine. Their proposal, references, and qualifications have been reviewed and approved by City Staff. The construction period is scheduled for 15 working days and may require temporary closures of portions of the fields as the light fixtures are repaired. Staff will work with the contractor to ensure minimal impact on residents and to inform residents about field accessibility. Construction will begin once all contract documents have been executed and a notice to proceed has been issued.

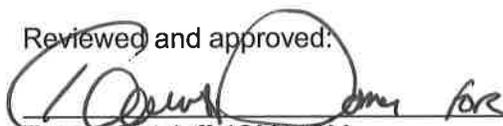
FISCAL IMPACT:

In the Fiscal Year 2013-14 Capital Improvement Program Budget, this item was initially unbudgeted. The additional funding provided through PYLUSD and the youth sports groups will reimburse the Park Development Fund for the project and it is request to budget \$44,068.00 in Park Development to cover the construction costs.

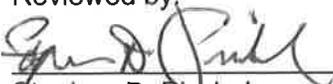
Prepared by:


Jonathan Nicks
Deputy Director of Community Services

Reviewed and approved:


Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed by:


Stephen D. Pischel
Director of Administrative and Community Services

Attachment: Budget Resolution No. R-2013-
Construction Agreement with J. Kim Electric Inc. for Kraemer Middle School Athletic Field
Light Project

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013/14 IN THE AGGREGATE AMOUNT OF \$44,068.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013/14 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). 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:

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

2. The adopted budget for Fiscal Year 2013/14, Resolution No. R-2013-XX, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
Capital Proj	Construction	Public Works	333555-6185 JL 61129	44,068.00
	Fund Balance	Public Works	0033-3001	(44,068.00)
				<u>\$ 0</u>

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of September, 2013 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY

AGREEMENT

KRAEMER MIDDLE SCHOOL ATHLETIC FIELD LIGHT REPAIR PROJECT PROJECT NUMBER 61129

THIS AGREEMENT is made and entered into this ___ day of _____, 2013, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and J. Kim Electric Inc., a California Corporation, hereinafter referred to as "Contractor." City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor agree as follows:

1. General Conditions.

Contractor certifies and agrees that all the terms, conditions, and obligations of the Agreement Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Agreement based upon Contractor's investigation of all such matters and is in no way relying upon City's opinions or representations. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City of this and shall not proceed with further work under this Agreement until written instructions are received from the City.

The Parties agree that this Agreement represents the entire agreement between the Parties. The Agreement Documents are defined as and include the Notice to Contractors and Invitation for Bids, the Instructions to Bidders, the Contract Documents, the Contractor's Proposal, the General Provisions, the Special Provisions, the Specifications and Drawings, any of the other Contract Documents and all addenda issued by City with respect to the foregoing prior to the opening of bids. The Parties agree that the Agreement Documents are each incorporated into this Agreement by reference, with the same force and effect as if the same were set forth at length herein, and that Contractor and its subcontractors, if any, will be and are bound by any and all of the Agreement Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Agreement.

"Project" as used herein defines the entire scope of the work covered by all the Agreement Documents. Anything mentioned in the Specifications and not indicated in the Drawings, or indicated in the Drawings and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Drawings or Specifications, the matter shall be immediately submitted to the City without whose decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the City shall be final.

2. Materials and Labor.

Contractor shall furnish, under the conditions expressed in the Agreement Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by City, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Agreement price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees. Nothing in this Agreement shall be deemed to limit the legal and/or equitable remedies available to City.

3. Project.

The Project is described as:

**KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT
PROJECT NUMBER 61129**

4. Plans and Specifications.

The work to be done is shown in a set of Drawings and Specifications entitled:

**KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT
PROJECT NUMBER 61129**

The Drawings and Specifications and any revisions and amendments of addenda thereto are incorporated herein as part of this Agreement and referred to by reference.

5. Time of Commencement and Completion.

Contractor agrees to commence the Project on the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **fifteen (15) working days** from the date of the "Notice to Proceed" issued by City excluding delays caused or authorized by City as set forth in sections 8, 9, and 10 hereof.

6. Legal Relationship between the Parties.

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as City officers, employees,

or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at City's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

7. Time is of the Essence.

Time is of the essence of this Agreement. As required by the Agreement Documents, Contractor shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction progress schedule. Contractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors and City, in a manner that will facilitate the efficient completion of the entire work in accordance with section 5 herein. City shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises.

8. Excusable Delays.

Contractor shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather which exceeds the number of calendar days estimated by City and set forth in section 5 hereof; damages caused by fire or other casualty for which Contractor is not responsible; any act, neglect, or default of City; failure of City to make timely payments to Contractor; late delivery of materials required by this Agreement to be furnished by City; combined action of the workers in no way caused by or resulting from default or collusion on the part of Contractor; a lockout by City; or any other delays reasonably unforeseen by Contractor and beyond Contractor's reasonable control.

City shall extend the time fixed in section 5 for completion of the Project by the number of days Contractor has thus been delayed, provided that Contractor presents a written request to City for such time extension within fifteen (15) days of the commencement of such delay and City finds that the delay is justified. City's decision will be conclusive on the Parties to this Agreement. Failure to file such request within the time allowed shall be deemed a waiver of the

claim by Contractor.

No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies City that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages.

9. Extra Work.

The Agreement price as set forth in section 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City's designated representative specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in section 10 hereof.

City shall extend the time fixed in section 5 for completion of the Project by the number of days reasonably required for Contractor to perform the extra work, as determined by the City. The decision of the City shall be final.

10. Changes in Project.

- A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
 - 1. In the Drawings and Specifications;
 - 2. In the time, or in the method or manner of performance of the work;
 - 3. In City-furnished facilities, equipment, materials, services, or site; or
 - 4. Directing acceleration in the performance of the work.
- B. A change order shall also be any other written order (including direction, instruction, interpretation, or determination) from City which causes any change, provided Contractor gives City written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this section, no order, statement, or conduct of City or its representatives shall be treated as a change under this section or entitle Contractor to an equitable adjustment.
- D. If any change under this section causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Agreement, whether or not changed by any order, City shall make an equitable adjustment and modify this Agreement in writing.

Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before Contractor gives written notice as required in paragraph (B). In the case of defective specifications for which City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurs in attempting to comply with those defective specifications.

- E. If Contractor intends to assert a claim for an equitable adjustment under this section, it must, within 15 days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to City setting forth the general nature and monetary extent of such claim. City may extend the 15-day period. Any such extension shall be valid only if in writing. Contractor may include the statement of claim in the notice under paragraph (B) of this section.
- F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- G. Contractor hereby agrees to make any and all changes, furnish the materials, and perform the work that City may require without nullifying this Agreement. Contractor shall adhere strictly to the Drawings and Specifications unless a change there from is authorized in writing by City. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefor shall be submitted without delay by Contractor to City.

11. Ownership of Documents.

The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Contractor agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

12. Liquidated Damages for Delay.

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in section 5 plus the allowance made for delays or extensions authorized under sections 8, 9, and 10, City will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of **Five Hundred Dollars (\$500.00) per day**, as liquidated

damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of **Five Hundred Dollars (\$500.00) per day**, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

13. Agreement Price and Method of Payment.

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of \$38,320.00 as itemized in Contractor's Proposal attached as Exhibit "A" hereto.

Within thirty (30) days from the commencement of work and the receipt by City of Contractor's invoice, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of City, since the commencement of the work as determined by City.

Thereafter, Contractor may submit monthly statements requesting payment based upon the value of the work completed and materials used. The monthly statements must include a detailed breakdown of all work completed and materials used during the period covered by the statement, as may be required by City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety-five percent (95%) of the work completed and materials used. City shall retain five percent (5%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City, stating that the work for which payment is demanded has been performed in accordance with the terms of this Agreement and that the amount stated in the certificate is due under the terms of this Agreement. Partial payments on the Agreement price shall not be considered as an acceptance of any part of the work.

The City may withhold all or part of any progress payments to such extent as may be necessary to protect the City from losses on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments properly to subcontractors for material or labor;
- D. A reasonable doubt that the contract can be completed for the balance then paid;

- E. Damage to another contractor; and/or
- F. Default of the Contractor in the performance of the terms and/or conditions of the Contract.

Any subcontractor, material supplier, or workman, or anyone else having any claim against the Contractor for or on account of work done or material furnished for the performance of the work provided for hereunder, may give notice of said claim and of the amount thereof to the City, who may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the Contractor until said claims are adjusted and paid. The provisions of this article shall not lessen or diminish, but shall be in addition to, the right or duty of the City to withhold any payments under the provisions of the laws of the State of California requiring the withholding of sums due to the Contractor.

14. Substitution of Securities in Lieu of Retention of Funds.

Pursuant to Public Contract Code section 22300 et seq., Contractor shall be entitled to post approved securities with City or an approved financial institution in order to have City release funds retained by City to insure performance of this Agreement. Contractor shall be required to execute an addendum to this Agreement together with escrow instructions and any other documents in order to effect this substitution.

15. Completion.

Within ten (10) days after the Agreement completion date of the Project, Contractor shall file with the City its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. City may require affidavits or certificates of payment and/or releases from any subcontractor, laborer, or material supplier.

Upon receipt of Contractor's affidavit, City shall prepare a Final Closeout agreement setting forth the particular details of the completed project, including but not limited to, description and amount of all change orders, the final amounts of the Agreement, as amended, and the identification of any unresolved claims or disputes. Upon receipt of a duly executed Final Closeout agreement, City shall submit the project and the agreements to the City Council for acceptance of the job as complete, and approval of the Final Closeout agreement.

16. Contractor's Employees Compensation

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which

the work is to be performed for each craft or type of work needed to execute this Agreement, and copies of the same are on file in the City offices. Contractor agrees that no less than these prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code section 1774. If both Federal and State wage rates are otherwise applicable, then the higher of the two shall prevail.

B. Forfeiture for Violation:

Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with California Labor Code sections 1770 through 1780 for the work provided for in this Agreement, all in accordance with California Labor Code section 1775.

C. Apprentices:

California Labor Code sections 1777.5, 1777.6, and 1777.7, regarding the employment of apprentices are applicable to this Agreement and Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more, twenty (20) working days or more, or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

D. Workday:

In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. Contractor shall conform to California Labor Code section 1810 et seq., and shall forfeit to City as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of work pursuant to this Agreement by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of such provision. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with this Project.

E. Record of Wages; Inspection:

Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time, and

overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with California Labor Code section 1776 et seq.

17. Surety Bonds.

Contractor shall, before entering upon the performance of this Agreement furnish bonds approved by City's Attorney; one in the amount of One Hundred Percent (100%) percent of the contract price bid to guarantee the faithful performance of the work, and the other in the amount of One Hundred Percent (100%) of the contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by City. Bonds must be issued by a surety authorized by the State Insurance Commissioner to do business in California. The labor and material bond shall be maintained by Contractor in full force and effect until the work has been completed and accepted by City and all claims for labor and material have been paid. The performance bond shall remain in full force and effect through the warranty period. All bonds required to be submitted relating to this Agreement must comply with California Code of Civil Procedure section 995.630. Each bond shall be executed in the name of the surety insurer, under penalty of perjury, or the fact of execution of each bond shall be duly acknowledged before an officer authorized to take and certify acknowledgements, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the bond.

18. Insurance.

- A. Contractor is aware of the provisions of California Labor Code section 3700 which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Contractor and all subcontractors shall carry workers' compensation

insurance for the protection of their respective employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.

- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days' written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by

City or its agent.

Contractor shall maintain the following insurance:

1. Workers' Compensation, in accordance with the Workers' Compensation Act of the State of California in at least the minimum amounts required by law.
2. Public Liability in the form of either Comprehensive General Liability or Commercial General Liability written on a per occurrence basis in the amount of either: \$1,000,000 Combined Single Limit, per occurrence for bodily injury, death, and property damage; or \$1,000,000 per occurrence with \$1,000,000 aggregate for bodily injury, death, and property damage; or \$1,000,000 aggregate, separate for this project for bodily injury, death and property damage
3. Automobile Liability, including non-owned and hired vehicles in the amount of \$1,000,000 combined single limit per occurrence.

City or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates and endorsements. Contractor shall pay the premiums on the insurance hereinabove required.

19. Indemnity.

Contractor agrees to save, indemnify, and keep City, its Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, harmless against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the negligence or willful misconduct of City and will make good to and reimburse City for any expenditures, including reasonable attorneys' fees, City may incur by reason of such matters, and if requested by City, will defend any such suits at the sole cost and expense of Contractor. Contractor further agrees to promptly pay any judgment rendered against the Contractor or City covering such liability, claims, costs, and demands arising out of the obligations herein undertaken or out of the operations conducted by Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to City after receiving written notice of the legal action and a tender and demand for defense, City shall have the right to select counsel of its own choice to represent all City's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by City from any Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

20. Termination.

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.

- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, reprocurement costs of the same or similar services defaulted by Contractor under this Agreement.
- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated profits. The equitable adjustment for any termination shall provide for payment to Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Thereafter Contractor shall have no further claims against City under this Agreement.
- D. Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Agreement whether completed or in process.
- E. Upon termination, City may take over the work and may award another party an agreement to complete the work under this Agreement.

21. Waiver.

Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

make adjustments, repairs, corrections, or other work made necessary by such defects, City may do so and charge Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

Contractor's obligations under this clause are in addition to Contractor's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that City may have against the Contractor for faulty materials, equipment, or work.

25. Assignments.

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by City unless such assignment has had prior written approval and consent of City and the surety.

26. Successors in Interest.

This Agreement shall be binding upon and ensure to the benefit of the Parties' successors and assignees.

27. Compliance with Law.

Contractor certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that Contractor is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Contractor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

28. Jurisdiction.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court, as appropriate, with jurisdiction over the City of Placentia.

29. Dispute Resolution.

City and Contractor shall comply with the provisions of California Public Contracts Code section 20104 et seq., regarding resolution of construction claims for any claims which arise between City and Contractor.

30. Safety and Health.

Contractor acknowledges the provisions of California Labor Code section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. In the event City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. City may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by City to Contractor in accordance with the provisions of this section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against City.

31. Agreement Execution Authorization.

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

32. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parole evidence shall be permitted to contradict or vary the terms of this Agreement.

33. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

34. Conflicts.

To the extent that there is any conflict between the provisions of this Agreement and the City's Request for Proposals, the Contractor's Proposal and/or any of the other Agreement Documents, the terms and conditions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first hereinabove written.

CITY OF PLACENTIA

By: _____
Troy L. Butzlaff, City Administrator

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski, City Attorney

CONTRACTOR:

By _____

By _____

BIDDER: J. KIM ELECTRIC, INC

PROPOSAL

FOR

KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT

IN THE CITY OF PLACENTIA

TO THE CITY OF PLACENTIA, as AGENCY

In accordance with AGENCY'S Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the Plans, Specifications and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump-sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

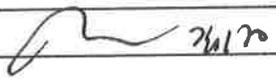
BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find N/A in the amount of \$_____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

BIDDER: J. KIM ELECTRIC, INC.

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	9/10/2013	

BIDDER: J. KIM ELECTRIC, INC.

BID SCHEDULE

**KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT**

IN THE CITY OF PLACENTIA

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization / Demobilization	L.S.	1	\$ 1,850.00	\$ 1,850.00
2.	Bond	L.S.	1	\$ 1,200.00	\$ 1,200.00
3.	Insurance	L.S.	1	\$ 3,700.00	\$ 3,700.00
4.	Electrical Improvements	L.S.	1	\$28,270.00	\$ 28,270.00
5.	Fine Grade & Sod Trench Lines	L.S.	1	\$ 3,300.00	\$ 3,300.00
TOTAL BASE BID SCHEDULE IN FIGURES					\$ 38,320.00
TOTAL BASE BID SCHEDULE IN WORDS					<u>Thirty Eight Thousand Three Hundred Twenty Only</u>

BIDDER: J. KIM ELECTRIC, INC.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name J. KIM ELECTRIC, INC.

Business Address 842 W LAS PALMAS DR

FULLERTON, CA 92835

Telephone 714-525-1855

State Contractor's License No. and Class 844894 C10

Original Date Issued AUG 2004 Expiration Date 8/31/2014

Federal Employer Identification Number 20-0803175

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

JANG HO KIM - PRESIDENT 714-525-1855

842 W LAS PALMAS DR FULLERTON, CA 92835

MIKYUNG KIM - SECRETARY 714-525-1855

842 W LAS PALMAS DR FULLERTON, CA 92835

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

BIDDER: J. KIM ELECTRIC, INC.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: 9/12/2013

BIDDER: J. KIM ELECTRIC, INC.
842 W LAS PALMAS DR
FULLERTON, CA 92835

The undersigned declares under penalty of perjury under the laws of the State of California that the representatives made hereto are true and correct.



Contractor's Signature

Mikyung Kim

Printed Name

Note: All signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange



On 9/12/13 before me, Arturo Ayala, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Mikyung Kim

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Arturo Ayala

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mikyung Kim

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

BIDDER: J. KIM ELECTRIC, INC.

REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. CITY OF RANCHO CUCAMONGA 10500 Civic Center Dr Ranch Cucamonga,
Name and Address of Owner CA
Kenneth Fung 909-477-2730 Ext 4139
Name and telephone number of person familiar with project
143,593.00 LMD-4R and Garcia Park lighting retrofit 7/26/13
Contract amount Type of work Date completed
2. University of CA Irvine Facilities Management Irvine, CA
Name and Address of Owner
Joe Kuttel 949-824-0124 jkuttel@uci.edu
Name and telephone number of person familiar with project
200,000.00 Lighting Retrofit UCI campus bldg. 1/31/2012
Contract amount Type of work Date completed
3. City of West Covina 1444 W Garvey Ave West Covina, CA 91793
Name and Address of Owner
Bruce Hammill 626-939-8755 bruce.hammill@westcovina.org
Name and telephone number of person familiar with project
220,000.00 Public Services lighting Retrofit 7-31-2011
Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

CSBA/agent 1411 N. Batavia Suite 201 Orange, CA 714-516-1232

BIDDER: J. KIM ELECTRIC, INC.

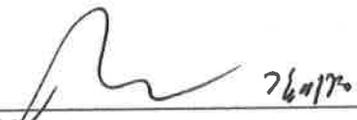
BIDDER'S STATEMENT

Bidder understands and agrees that this written proposal, or any part thereof specifically designated and accepted by the City of Placentia, shall constitute the entire agreement between bidder and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with signature and official seal, noting thereon the action of approval of the Council, signed by the City Attorney, denoting approval of the form of this document and when it or any exact copy of it has been either delivered to bidder or deposited with the United States Postal Service properly addressed to bidder with the correct postage affixed thereto. Bidder further agrees that, upon delivery as defined above of the accepted agreement, he will furnish City all required bonds and insurance certificates within ten (10) days, excluding Saturdays, Sundays and legal holidays, or the funds, check, draft, or bidder's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by City because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise, said funds, check, drafts, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

All the terms contained in the specifications and scope of work are to be incorporated by reference into this agreement and are made specifically a part of this bid.

Name of Firm: J. KIM ELECTRIC, INC. Phone No. (714) 525-1855

J. KIM ELECTRIC, INC.
Name of Firm


Signature of Bidder

Secretary
Title

BIDDER: J. KIM ELECTRIC, INC.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____ has not been convicted within the preceding three years of any offenses referred to in that section, including 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 works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBCONTRACTING

Pursuant to the Standard Specifications, the Contractor shall perform with his own organization contract work amounting to not less than fifty (50) percent of the original contract price.

BIDDER: J. KIM ELECTRIC, INC.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

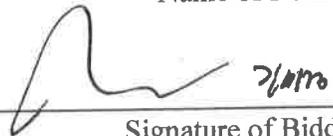
In conformance with Public Contract Code Section 101232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

J. KIM ELECTRIC, INC.

Name of Firm



Signature of Bidder

Secretary

Title

BIDDER: J. KIM ELECTRIC, INC.

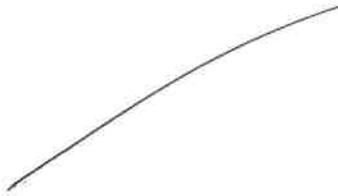
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

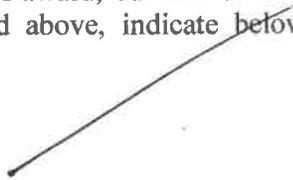
The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:



Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: J. KIM ELECTRIC, INC.

UTILITY AGREEMENT

**HONORABLE MAYOR AND CITY COUNCIL
CITY OF PLACENTIA, CALIFORNIA**

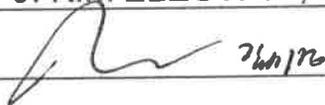
The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the "KRAEMER MIDDLE SCHOOL ATHLETIC FIELD LIGHT REPAIR PROJECT" (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Contractor J. KIM ELECTRIC, INC.

By  _____

Title Secretary

Date: 9/12/17

BIDDER: J. KIM ELECTRIC, INC.

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the space provided.

NOTE: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this Questionnaire.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

10. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

11. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

12. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

BIDDER: J. KIM ELECTRIC, INC.

13. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

14. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

15. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

16. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

3 %

18. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

Yes No

19. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

20. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

Yes No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

21. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

Yes No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid on the amount of back wages and penalties that were assessed.

22. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

BIDDER: J. KIM ELECTRIC, INC.

**DESIGN ENGINEER MAY NOT BID ON
CONSTRUCTION CONTRACT**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this Thurs day of 9/12/2013 at
Fullerton, CA

 7/6/13
Authorized Signature

SECRETARY
Position

J. KIM ELECTRI, INC.
Company

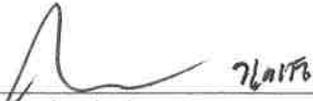
BIDDER: J. KIM ELECTRIC, INC.

NOTICE OF AFFIRMATIVE ACTION

“NOTICE”

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this THURS day of 9/12, 2013, at FULLERTON, CA



Authorized Signature

SECRETARY

Position

J. KIM ELECTRIC, INC.

Company



**City of Placentia
COMMUNITY SERVICES DEPARTMENT**

DATE: SEPTEMBER 10, 2013

**SUBJECT: NOTICE INVITING BIDS
KRAEMER MIDDLE SCHOOL
ATHLETIC FIELD LIGHT REPAIR PROJECT**

ADDENDUM ACKNOWLEDGEMENT:

Proposer Firm Name: J. Kim Electric, Inc.

Authorized Signature:  7/6/13

Date: 9/13/2013 9/12/13

Acknowledgment of Receipt of **Addendum No. 1** is required by signing and including this acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: SEPTEMBER 17, 2013

SUBJECT: **REQUEST FOR ADDITIONAL APPROPRIATIONS FOR PATROL OVERTIME BUDGET TO PARTICIPATE IN THE OFFICE OF TRAFFIC SAFETY GRANT – “SELECTIVE TRAFFIC ENFORCEMENT PROGRAM FOR 2013-2014”**

FISCAL
IMPACT: EXPENSE: \$65,070.00 (ACCOUNT NO.:103041-5015)
OFFSETTING REVENUE: \$65,070.00

SUMMARY:

The Police Department submitted a grant application to the Office of Traffic Safety (OTS) to acquire funds in order to actively enforce Driving Under the Influence (DUI) laws through eight (8) DUI saturation patrols, as well as through other enforcement and educational means. OTS has completed the selection process for grant applications and the City of Placentia has been selected as a recipient. This action approves the acceptance of the OTS grant and enables Staff to move forward with the final paperwork with OTS so the Police Department can begin scheduling future DUI saturation patrols.

RECOMMENDATION:

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

1. Approve the acceptance of the Office of Traffic Safety grant in the form presented and direct the Chief of Police to complete the final paperwork, and
2. Adopt Resolution No. R-2013-____, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2013/14 in the Aggregate Amount of \$65,070.00 in Compliance with City Charter § § 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

DISCUSSION:

To enhance the City's traffic safety program, the Placentia Police Department submitted a grant proposal entitled "Selective Traffic Enforcement Program" (STEP) to the Office of Traffic Safety. The primary goal of the project is to reduce the number of people killed in alcohol-related crashes by using direct enforcement and education. The program will allow for eight (8) DUI

1.g.

September 17, 2013

saturation patrols, one (1) warrant service operation, one (1) stakeout operation, one (1) court sting operation, twelve (12) traffic enforcement operations, six (6) distracted driving operations, and two (2) motorcycle safety operations to be conducted during a 12-month period.

Saturation patrols and sobriety checkpoints are an effective way to maximize the deterrent effect and increase the perception of apprehension of motorists who would operate a vehicle while impaired by alcohol. Studies conducted in California and other states point to the fact that cities conducting sobriety checkpoints report substantial reductions in alcohol-involved crashes. Additionally, organizations such as the National Highway Traffic Safety Administration, the National Transportation Safety Board, and Mothers Against Drunk Driving call sobriety checkpoints one of the most important DUI countermeasures available to law enforcement agencies.

The STEP grant is administered by the Office of Traffic Safety (OTS). It covers personnel overtime costs to conduct the identified strategies between October 1, 2013 through September 30, 2014. There are a number of provisions and pre-determined goals that have been agreed to. Some of the terms and conditions of the grant include:

- To develop and/or maintain a "hot sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions.
- To send law enforcement personnel to the following training: Standardized Field Sobriety Testing, Advanced Roadside Impaired Driving Enforcement, and Drug Recognition Expert.
- Grantees are reimbursed only for the actual overtime costs for checkpoint operations up to the contractual cost per checkpoint and up to the award amount. OTS-approved checkpoint supplies (cones, signage, vests, PAS devices/supplies and lighting equipment) are reimbursable provided that the total cost of supplies, including tax and shipping, does not exceed the award.
- To issue a press release prior to each motorcycle safety enforcement operation to raise awareness about motorcycle safety in general and to draw attention to the motorcycle safety enforcement operations.

FISCAL IMPACT:

Revenue: \$65,070.00 from the Office of Traffic Safety for personnel and equipment costs associated with grant activities.

The current police department overtime budget does not include the amount needed to fund these details during the Fiscal Year. A budget amendment in the amount listed is required to ensure payment during each pay period the details were completed, but the City would receive quarterly reimbursement from OTS.

Additional revenue may occur due to fees, fines, penalty assessments, and emergency cost recovery. Revenue from these sources is difficult to estimate. Any income generated by the DUI saturation patrols are to be deposited into the General Fund.

Prepared by:



Lt. Eric Point
Patrol Operations Commander

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:



R. A. Hicks
Chief of Police



Karen Ogawa
Director of Finance

- Attachments: 1. Resolution: Additional Appropriation to Patrol Overtime Budget.
2. Copy of Office of Traffic Safety Grant Agreement.

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013/14 IN THE AGGREGATE AMOUNT OF \$65,070.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013/14 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). 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:

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

2. The adopted budget for Fiscal Year 2013/14, Resolution No. R-2013-XX, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
General Fund	Overtime	Public Safety	103041-5015	65,070.00
	Fund Balance	Public Safety	0010-3001	(65,070.00)
				<hr/> \$ 0

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of September, 2013 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

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

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

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (88), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (101), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (100), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (92), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (91), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

RESTRICTION ON STATE LOBBYING

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this Grant Agreement, the Grantee Agency official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this Grant Agreement is submitted if at any time the Grantee Agency official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *Grant Agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of [49 CFR Part 29](#). You may contact the department or agency to which this Grant Agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency official agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR Part 9](#), subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

7. The Grantee Agency official further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- (1) The Grantee Agency official certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/Grant Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Instructions for Lower Tier Certification

1. By signing and submitting this Grant Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Grant Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Grant Agreement, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. PT1486

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION
164 AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
402 PT	20.600	State and Community Highway Safety

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO GRANT
	CFDA	FY-1 10/1/13 thru 9/30/14		
A. PERSONNEL COSTS				
Positions and Salaries				
Overtime				
DUI Saturation Patrols (8)	20.608	\$ 19,240.00		\$ 19,240.00
Warrant Service Operations (1)	20.608	\$ 2,659.00		\$ 2,659.00
Stakeout Operations (1)	20.608	\$ 2,659.00		\$ 2,659.00
Court Sting Operations (1)	20.608	\$ 3,435.00		\$ 3,435.00
Traffic Enforcement Operations (12)	20.600	\$ 12,305.00		\$ 12,305.00
Distracted Driving Operations (6)	20.600	\$ 9,972.00		\$ 9,972.00
Motorcycle Safety Operations (2)	20.600	\$ 2,050.00		\$ 2,050.00
Category Sub-Total		\$ 52,320.00		\$ 52,320.00
B. TRAVEL EXPENSE				
In-State	20.600	\$ 2,500.00		\$ 2,500.00
Out-of-State		\$ -		\$ -
Category Sub-Total		\$ 2,500.00		\$ 2,500.00
C. CONTRACTUAL SERVICES				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
D. EQUIPMENT				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
E. OTHER DIRECT COSTS				
Office Supplies	20.600	\$ 250.00		\$ 250.00
Printing/Duplication	20.600	\$ 500.00		\$ 500.00
PAS Device/Calibration Supplies	20.608	\$ 1,500.00		\$ 1,500.00
Radar Device	20.608	\$ 8,000.00		\$ 8,000.00
Category Sub-Total		\$ 10,250.00		\$ 10,250.00
F. INDIRECT COSTS				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
GRANT TOTAL				
		\$ 65,070.00		\$ 65,070.00

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. PT1486

SCHEDULE B-1
GRANT NO. PT1486

BUDGET NARRATIVE

Page 1

PERSONNEL COSTS

Overtime

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$24.06/hour to \$90.47/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

No benefits will be paid in this grant.

TRAVEL EXPENSE

In State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Vehicular Homicide Seminar and the OTS Leadership and Training Seminar. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

EQUIPMENT

None

OTHER DIRECT COSTS

Office Supplies - used for standard office supplies to support grant related activities, grant monitoring and reporting. Costs may include paper, toner, ink cartridges, CDs/DVDs and desk top supplies such as pens, pencils, binders, folders, flip charts, easels and clips. Excludes office furnishings and fixtures such as but not limited to the following: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies and hardware, and fixed lighting/lamp.

Printing/Duplication - costs include the purchase of paper, production, printing and/or duplication of materials associated with daily grant operations.

**SCHEDULE B-1
GRANT NO. PT1486**

BUDGET NARRATIVE

Page 2

1 PAS Device/Calibration Supplies - preliminary alcohol screening devices to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.

2 Radar Device(s) - to measure the speed of motor vehicles for speed enforcement.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

GME – STEP
(Overtime)
SCHEDULE A
GRANT NO. PT1486

GRANT DESCRIPTION

PAGE 1

PROBLEM STATEMENT

In 2011, California's traffic fatalities increased 2.6 percent (2,720 vs. 2,791) – still one of the lowest levels since the federal government began recording traffic fatalities in 1975. California 2011 Mileage Death Rate (MDR) – fatalities per 100 million miles traveled - is 0.87, and marks the third time California has been below 1.0. California is much better than the national 1.11 MDR. Fatality rates increased 3 percent from 2010 to 2011, and are projected to increase an additional 3 percent in 2012.

Alcohol-impaired driving fatalities (fatalities in crashes involving a driver or motorcycle rider (operator) with a blood alcohol concentration (BAC) of 0.08 grams per deciliter (g/dL) or greater) matches our historic low of 774 in 2010 and 2011. The 774 figure is the lowest DUI death total ever. As a percent of total fatalities, alcohol-impaired fatalities decreased from 29 percent in 2010 to 28 percent in 2011. This number has remained virtually unchanged in the past five years and DUI arrests have dropped in 2011 to 180,212 as compared to 195,897 in 2010. The 2011 DUI arrest figure represents the lowest DUI arrests since 2002.

For the second year in row, OTS commissioned an observational survey of cell phone use by drivers within the state, looking for hand-held and hands-free talking as well as texting and other use of mobile devices while driving. The overall rate was 10.8 percent of drivers on the road using cell phones at any given daylight time, up from 7.3 percent in 2011. Although observed cell phone use increases were seen across all age groups, 16 to 25 year olds showed a dramatic rise, doubling from 9 percent to 18 percent.

The problem of drugged driving continues to rise. Based on data from the National Highway Traffic Safety Administration, 30 percent of all drivers who were killed in motor vehicle crashes in California in 2011 tested positive for legal and/or illegal drugs, a percentage that has been increasing since 2006.

Motorcycle fatalities increased 15 percent from 352 in 2010 to 414 in 2011. Projections indicate a similar number were killed in 2012.

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Primary Collision Factor: Over the years, approximately 60 to 75 percent of fatal and injury-combined collisions involved various Primary Collision Factors (PCF) such as, DUI, speed, right-of-way, traffic signals and signs, pedestrian violations, and improper turning.

Statewide Primary Collision Factors	2010	
	Fatal	Injury
1. Improper Turning	512	21,764
2. Driving Under the Influence	470	12,477
3. Speed	394	48,999
4. Traffic Signals & Signs	362	5,460
5. Right of Way	167	24,897
Total	1,905	113,597
Total Fatal and Injury Collisions	162,569	

Using local data (not OTS Rankings or SWITRS), complete the table below.

Collision Type	2010				2011				2012			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	0		0		0		0		1		1	
Injury	28		39		114		148		139		181	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol Involved	0	3	0	4	0	7	0	9	0	9	0	11
Hit & Run	0	0	0	0	0	1	0	1	0	0	0	0
Nighttime (2100-0259 hours)	0	3	0	7	0	9	0	11	1	11	1	13
Top 3 Primary Collision Factors									Fatal	Injury	Killed	Injured
#1-	22350 – Unsafe Speed for Conditions								0	67	0	90
#2-	21801(A) – Failure to Yield When Making Left Turn								0	29	0	41
#3-	21453(A) – Failure to Stop for Red Light								0	27	0	51

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OFFICE OF TRAFFIC SAFETY – 2010 RANKINGS

The OTS Rankings provide individual cities a way to compare their city’s traffic safety statistics to those of other cities with similar-sized populations. Cities can use these comparisons to see what traffic safety areas they may have problems in and which they were doing well in. Identifying emerging or on-going traffic safety problem areas help cities plan how to combat the problems. It should be noted that OTS rankings are only indicators of potential problems; there are many factors that may either understate or overstate a city/county ranking that must be evaluated based on local circumstances.

The OTS Rankings are determined by the following: (1) Victim and collision data for the rankings is taken from the latest available California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS) data; (2) Victim and collision rankings are based on rates of victims killed and injured or fatal and injury collisions per “1,000 daily-vehicle-miles-of-travel” (Caltrans data) and per “1,000 average population” (Department of Finance data) figures. This more accurately ensures proper weighting and comparisons when populations and daily vehicle miles traveled vary; (3) DUI arrest totals and rankings are calculated for cities only and are based on rates of non-CHP DUI arrests (Department of Justice data). This is so that local jurisdictions can see how their own efforts are working; and (4) Counties are assigned statewide rankings, while cities are assigned population group rankings.

NOTE: City rankings are for incorporated cities only. County Rankings include all roads – state, county and local – and all jurisdictions – CHP, Sheriff, Police and special. OTS Rankings are calculated so that the higher the number of victims or collisions per 1000 residents in a population group, the higher the ranking. Number 1 in the rankings is the highest, or “worst.” So, for Group B, a ranking of 1/53 is the highest or worst, 27/53 is average, and 53/53 is the lowest or best. The same methodology also applies for DUI arrest rankings.

AGENCY	NCIC	COUNTY	GROUP	POPULATION (AVG)	DVMT
Placentia	3016	ORANGE COUNTY	C	50,597	515,953
<u>TYPE OF COLLISION</u>		VICTIMS KILLED AND INJURED	RANKING BY DAILY VEHICLE MILES TRAVELED	RANKING BY AVERAGE POPULATION	
Total Fatal and Injury.....		149	76/103	71/103	
Alcohol Involved.....		13	80/103	79/103	
HBD Driver <21.....		1	68/103	63/103	
HBD Driver 21-34.....		2	86/103	85/103	
Motorcyclists		8	39/103	29/103	
Pedestrians.....		3	102/103	102/103	
Pedestrians		0	100/103	97/103	
Pedestrians		0	89/103	81/103	
Bicyclists.....		17	39/103	39/103	
Bicyclists		2	62/103	54/103	
Composite			77/103	75/103	
		COLLISIONS			
Speed Related.....		28	66/103	52/103	
Nighttime.....		12	73/103	71/103	
Hit and Run.....		11	52/103	46/103	
	DUI ARRESTS	180	0.59 %	57/103	

PERFORMANCE MEASURES

GRANT GOALS

1. To reduce the number of persons killed in traffic collisions.
2. To reduce the number of persons injured in traffic collisions.
3. To reduce the number of persons killed in alcohol-involved collisions.
4. To reduce the number of persons injured in alcohol-involved collisions.
5. To reduce the number of persons killed in drug-involved collisions.
6. To reduce the number of persons injured in drug-involved collisions.
7. To reduce the number of motorcyclists killed in traffic collisions.
8. To reduce the number of motorcyclists injured in traffic collisions.
9. To reduce the number of motorcyclists killed in alcohol-involved collisions.
10. To reduce the number of motorcyclists injured in alcohol-involved collisions.
11. To reduce hit & run fatal collisions.
12. To reduce hit & run injury collisions.
13. To reduce nighttime (2100 – 0259 hours) fatal collisions.
14. To reduce nighttime (2100 – 0259 hours) injury collisions.

GRANT OBJECTIVES

1. To issue a press release announcing the kick-off of the grant by November 15 of the first grant year. The press releases and media advisories, alerts, and materials should be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. To include, when appropriate, that an at-fault driver was suspected of or was in fact drug impaired (if possible note the drug involved, e.g., marijuana, prescription drugs, etc.) when reporting to the media the details from a crash or crash investigation.
3. To send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used or is substantially changed, a draft press release should first be sent to the OTS PIO for approval. Drafts should be sent for approval as early as possible to ensure adequate turn-around time. Optimum lead time would be 10-20 days prior to the operation. Media communications reporting the results of grant activities such as Enforcement Operations are exempt from the recommended advance approval requirement. Activities such as warrant service operations, probation

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sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.

4. To use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
5. To issue a press release prior to each motorcycle safety enforcement operation to raise awareness about motorcycle safety in general and to draw attention to the motorcycle safety enforcement operations. If an OTS template is not used, the draft press releases, media advisories, alerts, and materials should be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
6. To email the OTS Public Information Officer at pio@ots.ca.gov, and copy your OTS Coordinator, at least 30 days in advance a short description of any significant grant related traffic safety event or program so OTS has enough notice to arrange for attendance and/or participation in the event.
7. To submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the production or duplication.
8. To include the OTS logo, space permitting, on grant funded print materials; consult your OTS Coordinator for specifics relating to this grant.
9. To develop and/or maintain a "Hot Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions by December 31. Updated Hot Sheets should be distributed to patrol and traffic officers monthly.
10. To submit (not required but encouraged by OTS) a California Law Enforcement Challenge application to CHP according to instructions on the CHP website <http://www.chp.ca.gov/features/elec.html> and submit a copy of the application to the Office of Traffic Safety by the last Friday of March.
11. To send 3 law enforcement personnel to the NHTSA-certified Standardized Field Sobriety Testing (SFST) training by January 31.
12. To send 2 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training by January 31.
13. To send 2 law enforcement personnel to the IACP-certified Drug Recognition Expert (DRE) training program by March 31.
14. To conduct 8 DUI Saturation Patrols.
15. To conduct 6 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
16. To conduct 12 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
17. To conduct 2 highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely,

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unsafe lane changes, improper turning and other primary collision factor violations by motorcyclists and other drivers.

18. To conduct 1 Warrant Service operation(s) targeting multiple DUI offenders who violate probation terms or fail to appear in court.
19. To conduct 1 Stakeout operation(s) that employ police officers to observe the “worst of the worst” repeat DUI offender probationers with suspended or revoked driver licenses.
20. To conduct 1 Court Sting operation(s) to cite individuals driving from court after having their driver’s license suspended or revoked.
21. To participate in the National Distracted Driving Awareness Month in April.
22. To participate in the statewide Click It or Ticket mobilization period in May.
23. To collaborate with the county’s “Avoid DUI Coalition” by: participating in all planning and scheduling meetings and MADD/Avoid DUI Seminars; providing your county Avoid Coordinator (Host) with your agency’s schedule of operations that occur during any Avoid operational campaign period; and reporting daily, during holiday Avoid efforts, to the county Avoid Coordinator your agency’s DUI arrests & DUI fatality information for the Avoid media campaign.

NOTE: Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

METHOD OF PROCEDURE

Phase 1 – Program Preparation, Training and Implementation (1st Quarter of the Grant Year)

- The police department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- A draft news release will be submitted to OTS to announce the grant program.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP program will be accomplished by deploying personnel at high collision locations.

Phase 2 – Community Awareness (Throughout Grant Period)

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Phase 3 – Data Collection & Reporting (Throughout Grant Period)

- The police department will submit a Quarterly Performance Report (QPR) and a separate quarterly Schedule C within 30 days following each calendar quarter.
- The final QPR, Schedule C, Claim and Executive Summary are due to OTS 30 days following the end of the grant period.
- Reports shall be completed and submitted in accordance with OTS requirements specified in the Grant Program Manual.

METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will prepare the Executive Summary to accompany the final QPR. The Executive Summary will: (1) briefly state the original problem; (2) specify the most significant goals and objectives; (3) highlight the most significant activities that contributed to the success of the program and the strategies used to accomplish the goals; and (4) describe the program's accomplishments as they relate to the goals and objectives.

ADMINISTRATIVE SUPPORT

This program has full support of the City of Placentia. Every effort will be made to continue the activities after the grant conclusion.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: SEPTEMBER 17, 2013

SUBJECT: **REQUEST FOR ADDITIONAL APPROPRIATIONS FOR PATROL OVERTIME BUDGET TO PARTICIPATE IN THE OFFICE OF TRAFFIC SAFETY GRANT – “SOBRIETY CHECKPOINT GRANT PROGRAM FOR 2013-2014”**

FISCAL
IMPACT: EXPENSE: \$62,700.00 (ACCOUNT NO.:103041-5015)
OFFSETTING REVENUE: \$62,700.00

SUMMARY:

The Police Department submitted a grant application to the Office of Traffic Safety (OTS) to acquire funds and supplement overtime staff costs in order to actively enforce Driving Under the Influence (DUI) laws through eight (8) additional DUI checkpoints in the City. OTS has completed the selection process for grant applications and the City of Placentia has been selected as a recipient. This action approves the acceptance of the OTS grant and enables staff to move forward with final paperwork with OTS so the Police Department can begin scheduling the future DUI checkpoints.

RECOMMENDATION:

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

1. Approve the acceptance of the Office of Traffic Safety grant in the form presented and direct Chief of Police to complete the final paperwork, and
2. Adopt Resolution No. R-2013-____, A Resolution of the City Council of the City of Placentia Authorizing a Budget Amendment in Fiscal Year 2013/14 in the Aggregate Amount of \$62,700.00 in Compliance with City Charter § § 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

DISCUSSION:

To enhance the City's traffic safety program, the Placentia Police Department submitted a grant proposal entitled, "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" to the Office of Traffic Safety. The primary goal of the project is to reduce the amount of people killed in alcohol-related crashes by using direct enforcement and education. The program will bring eight (8) additional DUI checkpoints as a tool for enforcement and allow us to provide public education outreach.

1.h.

September 17, 2013

Sobriety checkpoints are an effective way to maximize the deterrent effect and increase the perception of apprehension of motorists who would operate a vehicle while impaired by alcohol. Studies conducted in California and other states point to the fact that cities conducting sobriety checkpoints report substantial reductions in alcohol-involved crashes. Additionally, organizations such as the National Highway Traffic Safety Administration, the National Transportation Safety Board, and Mothers Against Drunk Driving call sobriety checkpoints one of the most important DUI countermeasures available to law enforcement agencies.

The OTS mini-grants are administered by the University of California, Berkeley Safe Transportation Research and Education Center (SAFETREC). The mini-grant covers personnel overtime costs to conduct sobriety checkpoints during the following two (2) national mobilization periods:

- The Labor Day period in August 15, 2013 – September 1, 2014
- The Winter Holiday period in December 13, 2013 – January 1, 2014

In addition, funds provided through this grant will allow for six (6) additional checkpoints outside of the designated mobilization periods. This allows for flexibility to utilize checkpoint operations as data and circumstances dictate.

There are a number of provisions and pre-determined goals in the grant, including:

- Two of the checkpoints will be conducted during the NHTSA-specified Winter Holiday and Labor Day Mobilization periods, which are a priority for OTS and NHTSA.
- To maximize the traffic safety benefit of checkpoint operations, OTS recommends grantees conduct DUI checkpoints after 6:00 p.m. and operate until 3:00 a.m. if appropriate.
- Grantees are reimbursed only for the actual overtime costs for checkpoint operations up to the contractual cost per checkpoint and up to the award amount. OTS-approved checkpoint supplies (cones, signage, vests, PAS devices/supplies and lighting equipment) are reimbursable provided that the total cost of supplies, including tax and shipping, does not exceed the awarded amount specified.
- All checkpoints must inform the public (via press release) that driver licenses will be checked; the optimum time of releasing the notice prior to the date of the event is 10-20 days.
- Agencies must report statistics to UC Berkeley, SAFETREC to receive reimbursements.

Staff recommends City Council approve the Office of Traffic Safety grant in the form presented and direct the Chief of Police to sign the final paperwork upon receipt.

FISCAL IMPACT:

Revenue: \$62,700.00 from the Office of Traffic Safety through UC Berkeley, SAFETREC, for personnel and equipment costs associated with grant activities.

The current Police Department overtime budget does not include the amount needed to fund these details during the Fiscal Year. A budget amendment in the amount listed would be required to ensure payment during each pay period the details were completed, but the City would receive reimbursement from UC Berkeley, SAFETREC for the amount spent each quarter.

Additional revenue may occur due to fees, fines, penalty assessments, and emergency cost recovery. Revenue from these sources is difficult to estimate. Any income generated by the DUI checkpoint operations are to be deposited into the General Fund.

Prepared by:



Lt. Eric Point
Patrol Operations Commander

Reviewed and approved:

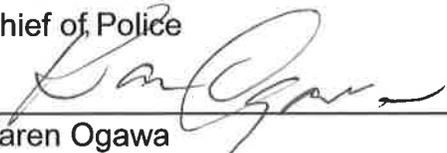


Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:



R. A. Hicks
Chief of Police



Karen Ogawa
Director of Finance

- Attachments:** 1. Resolution: Additional Appropriation to Patrol Overtime Budget.
2. Copy of Office of Traffic Safety Grant Agreement.

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013/14 IN THE AGGREGATE AMOUNT OF \$62,700.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013/14 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). 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:

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

2. The adopted budget for Fiscal Year 2013/14, Resolution No. R-2013-XX, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
General Fund	Overtime	Public Safety	103041-5015	62,700.00
	Fund Balance	Public Safety	0010-3001	(62,700.00)
				\$ 0

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of September, 2013 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY



The Regents of the University of California
 School of Public Health, Berkeley,
 with Primary Funding from the
 California Office of Traffic Safety

GRANT NUMBER
SC14319

GRANT

1. Title of Program

SOBRIETY CHECKPOINT GRANT PROGRAM FOR 2013-2014

2. Name of Applicant Agency

PLACENTIA, CITY OF

4. Period of Grant

Month - Day - Year

From: **10/01/13**

To: **09/30/14**

**3. University of California Berkeley, Safe Transportation Research and Education Center
 DAVID RAGLAND, PRINCIPAL INVESTIGATOR, UC BERKELEY SAFE TRANSPORTATION
 RESEARCH AND EDUCATION CENTER**

5. Description of Program

The goal of the Sobriety Checkpoint Grant Program for 2013-2014 is to reduce the number of victims killed and injured in alcohol-involved crashes in participating cities. The period of this grant contract ("contract"), October 01, 2013 to September 30, 2014, encompasses two national mobilization periods: the Winter Holiday Mobilization period, December 13, 2013 - January 01, 2014, and the Labor Day Mobilization period, August 15, 2014 - September 01, 2014. The **Placentia Police Department** will conduct sobriety checkpoints in **Placentia** in accordance with this contract. The contract includes the attached Schedule A - Descriptions, Schedule B - Detailed Budget Estimate, Schedule B-1 - Budget Narrative, and Schedule C - Terms and Conditions.

6. Federal Funds Allocated Under This Grant Shall Not Exceed:

\$62,700.00

7. Approval Signatures (By signing this page, Agency agrees to the terms and conditions which follow and are attached)

A. The Regents of the University of California Authorized Signature

Name: David Ragland Phone: (510) 642-0655

Title: Director, SafeTREC Fax: (510) 643-9922

**Address: UC Berkeley
 Safe Transportation Research and Education Center
 2614 Dwight Way #7374
 Berkeley, CA 94720-7374**

Email: davidr@berkeley.edu

 (Signature)

 (Date)

B. Authorizing Official For Applicant Agency

Name: Rick Hicks Phone: (714) 993-8150

Title: Chief of Police Fax: (714) 996-2719

**Address: 401 E. Chapman Avenue
 Placentia, CA 92870**

Email: rhicks@placentia.org

 (Signature)

 (Date)

C. Agency Office Authorized to Receive Payments

Agency: Placentia, City of Phone: (714) 993-8136

Office: Finance Department

**Address: 401 E. Chapman Avenue
 Placentia, CA 92870**

Tax ID #: 95-6000763

Contact Person: Michael Nguyen

Email: mnguyen@placentia.org

D. Optional: Individuals Authorized to Sign Claims (in addition to the Authorizing Official For Applicant Agency)

Name: Ward Smith Title: Deputy Chief of Police

 (Signature)

 (Date)

Name: Eric Point Title: Lieutenant

 (Signature)

 (Date)

**Schedule A - Description
Sobriety Checkpoint Grant Program for 2013-2014**

GOALS

1. To reduce the number of victims killed in alcohol-involved crashes.
2. To reduce the number of victims injured in alcohol-involved crashes.
3. To reduce nighttime (2100 hours to 0259 hours) fatal crashes.
4. To reduce nighttime (2100 hours to 0259 hours) injury crashes.
5. To reduce hit and run fatal crashes.
6. To reduce hit and run injury crashes.

AGENCY OBJECTIVES

1. To conduct a total of 8 sobriety checkpoints by September 30, 2014 (should be a minimum of one checkpoint per mobilization).

NOTE: If a department elects to combine a Driver License (DL) checkpoint with a sobriety checkpoint, the department should: 1) inform the public (via the press release) that driver licenses will be checked and 2) conduct DUI/DL checkpoint operations with signs reading, "DUI/Driver License Checkpoint Ahead".

To better identify and apprehend drug-impaired drivers in addition to alcohol-impaired drivers, it is highly recommended that all personnel assigned to staff the greeting lane of the checkpoint be Drug Recognition Experts (DREs) and/or Advanced Roadside Impaired Driving Enforcement (ARIDE) trained sworn officers. At the very minimum, all officers contacting drivers in the greeting lane should be National Highway Traffic Safety Administration (NHTSA) Standardized Field Sobriety Test (SFST) trained and certified.

To maximize effectiveness, checkpoint operations may be conducted at more than one location on any evening. Each checkpoint should be highly publicized and visible. **The Office of Traffic Safety (OTS) does not fund or support independent DL checkpoints.**

Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours. When practicable it is recommended that checkpoint operations run until 0300 hours.

2. If appropriate, a supervisor(s) should attend OTS-sponsored "DUI Checkpoints - Planning and Management" eight-hour, POST-certified training by December 31, 2013. Officers are encouraged to attend this training as well.
3. To collect and report checkpoint statistics on-line for checkpoints conducted during the Winter and Labor Day mobilization periods and submit the data by the deadlines established by the Safe Transportation Research and Education Center (SafeTREC).
4. To collect and report checkpoint statistics on-line for checkpoints conducted outside the mobilization periods and to submit the data by the end of the applicable quarter(s).

Schedule A - Description (continued)
Sobriety Checkpoint Grant Program for 2013-2014

MEDIA OBJECTIVES

1. After the statewide kick-off press event, issue a press release announcing the kick-off of this grant, using the OTS kick-off press release template provided by SafeTREC.
2. During the mobilization periods (December 13 - January 1 and August 15 - September 1), if an AVOID media campaign is active in the county, grantee should notify the AVOID Coordinator of checkpoint locations, dates and times at least fourteen (14) days in advance of all planned checkpoints. The AVOID Coordinator should issue press releases including checkpoints conducted during the mobilization periods to all major media outlets in the region.
3. For each checkpoint operation, grantee should distribute a separate press release using the OTS template provided by SafeTREC unless multiple checkpoints are to be conducted within a seven (7) day period, in which case one press release covering the seven (7) day period that covers all operations will suffice. When using the OTS press release template provided by SafeTREC, grantee should forward press releases, media advisories, alerts and other press materials to SafeTREC concurrently with distribution to the media. If any other press release format or copy is used, grantee should submit the press release to the OTS Public Information Officer at pio@ots.ca.gov for his review. Optimum lead-time would be 10 – 20 days prior to the operation. The approved press release should also be sent to SafeTREC. For post-operational media communications that report the results of checkpoints, grantee does not need to have the release approved by OTS.
4. Grantee should use OTS's tagline "Report Drunk Drivers. Call 911" on all news releases and checkpoint publication materials.
5. To use the following standard language in all press, media, and printed materials: "Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."
6. Grantee should issue to the media a post-operational news release reporting the results of the checkpoint (do not submit to OTS media communications reporting the results of checkpoints). Any drug-impaired driving arrests (23152(a)) and other drug arrests (possession, transportation, for sale) made as the result of the checkpoint operation should be incorporated into the post-operational media release.

METHOD OF PROCEDURE

Phase I: Program Preparation (October 1, 2013 – December 12, 2013)

1. Review the contract to ensure compliance with contract provisions.
2. Notify SafeTREC of any changes in contact information. The contract, purchase order number, and Fact Blasts are emailed to the contact person listed in the agency application.
3. Attend OTS-sponsored "DUI Checkpoints – Planning and Management" eight-hour, POST-certified training by December 31, 2013.
4. Plan checkpoint staffing, e.g., supervisors, officers, clerical staff, or community service officers as needed to staff each sobriety checkpoint on an overtime basis.
5. Send a written request to SafeTREC to seek approval of any changes to grant funded work or deliverables.
6. Order grant approved checkpoint supplies, if applicable.

Schedule A - Description (continued)
Sobriety Checkpoint Grant Program for 2013-2014

Phase II: Mobilization (December 13, 2013 – January 1, 2014 and August 15, 2014 – September 1, 2014)

7. After the statewide kick-off press event in December, grantee should issue a press release announcing the kick-off of this grant using the OTS kick-off press release template provided by SafeTREC.
8. If an AVOID media campaign is active in the county, grantee should notify the AVOID Coordinator of checkpoint locations, dates and times at least fourteen (14) days in advance of all planned checkpoints. The AVOID Coordinator should issue press releases including checkpoints conducted during the mobilization periods to all major media outlets in the region.
9. For each checkpoint operation, grantee should distribute a separate press release using the OTS template provided by SafeTREC unless multiple checkpoints are to be conducted within a seven (7) day period, in which case one press release covering the seven (7) day period that covers all operations will suffice. When using the OTS press release template provided by SafeTREC, grantee should forward press releases, media advisories, alerts, and other press materials to SafeTREC concurrently with distribution to the media. If any other press release format or copy is used, grantee should submit the press release to the OTS Public Information Officer at pio@ots.ca.gov for his review. Optimum lead-time would be 10 – 20 days prior to the operation. The approved press release should also be sent to SafeTREC. For post-operational media communications that report the results of checkpoints, grantee does not need to have the release approved by OTS.
10. Use OTS's tagline, "Report Drunk Drivers. Call 911" on all news releases and checkpoint publication materials.
11. Conduct roll call training. Roll call training costs are not reimbursable.
12. To better identify and apprehend drug-impaired drivers in addition to alcohol-impaired drivers, it is highly recommended that all personnel assigned to staff the greeting lane of the checkpoint be Drug Recognition Experts (DREs) and/or Advanced Roadside Impaired Driving Enforcement (ARIDE) trained sworn officers. At the very minimum, all officers contacting drivers in the greeting lane should be NHTSA SFST trained and certified.
13. Begin the checkpoint no earlier than 1800 hours and if possible and practicable, operate the checkpoint until 0300 hours.
14. Conduct the last checkpoint no later than September 30, 2014.

Phase III: Post Operational Data Reporting (at the end of each mobilization period and each applicable calendar quarter)

15. Submit post-operational data on-line for checkpoints conducted during the Winter Holiday and Labor Day mobilizations. Submit data by the SafeTREC deadlines.
16. Submit post-operational data on-line for checkpoints conducted outside the mobilization periods. Submit the data by the end of the applicable quarter. If multiple checkpoints are conducted during the quarter, summarize (total) the checkpoint statistics.
17. Issue to the media a post-operational news release reporting the results of the checkpoint. Any drug-impaired driving arrests (23152(a)) and other drug arrests (possession, transportation, for sale) made as the result of the checkpoint operation should be incorporated into the post-operational media release.

Phase IV: Claim Submission (at the end of the applicable calendar quarter)

18. Compile actual overtime and checkpoint supply costs incurred for operating the grant-funded checkpoints.
19. Download the claim form from the SafeTREC web site at:
http://www.safetrec.berkeley.edu/checkpointgrants/2013_2014checkpoint.html
20. Complete the claim form for the applicable quarter in accordance with Schedule B – Detailed Budget Estimate and Schedule B-1 – Budget Narrative.
21. Mail the claim forms for the quarter, with the required supporting documentation (specified in Schedule B-1) to SafeTREC following the end of the applicable calendar quarter.

**Schedule B - Detailed Budget Estimate
Sobriety Checkpoint Grant Program for 2013-2014**

The **Placentia, City of** will conduct a total of **8** sobriety checkpoints in **Placentia** as described in Table B below.

Table B

	Number of Checkpoints	Cost Per Checkpoint	Total Cost
Winter Holiday Mobilization, December 13, 2013 – January 01, 2014 (should be a minimum of one checkpoint)	1	\$7,600.00	\$7,600.00
Labor Day Holiday Mobilization, August 15, 2014 – September 01, 2014 (should be a minimum of one checkpoint)	1	\$7,600.00	\$7,600.00
Number of checkpoints outside the mobilization periods	6	\$7,600.00	\$45,600.00
Total Number of Checkpoints	8	Maximum Reimbursable Amount for Checkpoints	\$60,800.00

The cost per checkpoint includes overtime benefits. Only actual benefits accrued from overtime hours will be covered (e.g., retirement, medical/dental/vision insurance, uniform allowances will not be covered). Allowable benefits include: Social Security (OASDI), Workers Compensation, Medicare, State-run disability, and unemployment insurance.

Maximum Reimbursable Amount for Checkpoint Supplies	\$1,900.00
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Only OTS-approved supplies will be reimbursed. The prices of supplies will be reimbursed in accordance with policies established by the OTS.

Grant Total Amount (Maximum Reimbursable Amount for Checkpoints + Maximum Reimbursable Amount for Checkpoint Supplies)	\$62,700.00
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Schedule B-1 - Budget Narrative
Sobriety Checkpoint Grant Program for 2013-2014

Placentia, City of will be reimbursed for overtime personnel costs and checkpoint supplies to conduct the checkpoints.

Overtime reimbursement will reflect actual costs (overtime hourly rate and overtime benefit rates) of the personnel conducting the appropriate operation(s) up to the amount of the approved cost per checkpoint and the grant total stated in Schedule B- Detailed Budget Estimate. Only actual benefits accrued from overtime hours will be covered (e.g., retirement, medical/dental/vision insurance, uniform allowances will not be covered). Allowable benefits include: Social Security (OASDI), Workers Compensation, Medicare, State-run disability, and unemployment insurance.

Budgeted grant activities will be conducted by personnel on an overtime basis; supplanting is not allowable. The grant covers only the costs of police department personnel. Grants do not cover contractual services. Grant-funded operations may be conducted by personnel such as an officer, sergeant, corporal, deputy, community service officer, dispatcher, clerical/administrative, etc. depending on the titles used by the agency. Personnel will be deployed as needed to accomplish the grant goals and objectives. Administrative/clerical personnel are allowable only if they worked on the checkpoint operation, e.g., to process the larger than normal volume of citations, towing records, and arrest/incident reports. These reports must be a result of the operation and required to be processed quickly for distribution to the courts and the District Attorney's Office, or to meet statutory time limits. Clerical overtime incurred before the checkpoint or more than one business day after the last day of the checkpoint is not allowable. Costs for preparing claims are not reimbursable.

OTS-approved checkpoint supplies (cones, signage, vests, PAS devices/supplies and lighting equipment) are reimbursable provided that: 1) the total cost of supplies, including tax and shipping, does not exceed the awarded amount specified in Schedule B; and 2) the unit prices of checkpoint supplies do not exceed OTS-established unit costs. Download the Checkpoint Supply Policy from the SafeTREC website to ensure compliance of checkpoint supply purchases. Other direct costs are not reimbursable, except for OTS-approved checkpoint supplies.

Indirect costs are not reimbursable.

Reimbursements are contingent upon the following (exceptions must be approved by SafeTREC):

- i. The applicable post-operational data have been submitted using SafeTREC's on-line reporting system.
- ii. The claim form is correctly filled out, using the SafeTREC Excel-based form.
- iii. The claim amounts do not exceed the limits set forth in *Schedule B –Detailed Budget Estimate*.
- iv. The information in the overtime slips and the ledger report are consistent and fully support the claim.
- v. A ledger report(s) supporting the claim amount is attached to the claim. Only source documents are accepted to support the claim amount. Explanatory documentation such as spreadsheets may be submitted to provide additional information but cannot be accepted in lieu of a ledger report(s).
- vi. An invoice(s) for the amount of checkpoint supplies is attached to the claim. The invoice must contain a sufficient description of the purchased item(s), quantity, and unit cost.
- vii. The claim is signed by the Authorizing Official (Box B of the grant cover page) or Individuals Authorized to Sign Claims (Box D) as designated in the grant cover page.
- viii. Changes in the Authorizing Official For the Applicant Agency or the designation of any other additional individual(s) to sign claims are documented in accordance with SafeTREC documentation requirements.
- ix. The final claim is submitted no later than October 31, 2014.

**Schedule C - Terms and Conditions
Sobriety Checkpoint Grant Program for 2013-2014**

A. INDEMNIFICATION

Applicant Agency agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, the Regents of the University of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Applicant Agency in the performance of this contract.

B. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of California.

C. NON-ASSIGNABILITY

The obligations of the applicant agency under this Contract are not assignable to any third party.

D. USE OF UNIVERSITY NAME/TRADEMARKS

Applicant Agency shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of the Applicant Agency, its products, or services. All uses of the University's name and trademarks, therefore, must first receive prior written consent of The Regents of the University of California through the Office of Marketing & Business Outreach. This policy is in compliance with the State of California Education Code Section 92000.

E. TERMINATION

Each party has the right to suspend, terminate or abandon the execution of any work by the Applicant Agency without cause at any time upon giving prior written notice. In the event that this contract is suspended, terminated, or abandoned, the Regents of the University of California shall pay the Applicant Agency for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Schedules B and B-1, provided that the maximum amount payable to the Applicant Agency for its services shall not exceed the Grant Total Amount on Schedule B for services provided hereunder prior to the effective date of suspension, termination, or abandonment.

F. STATE OF CALIFORNIA TERMS, CONDITIONS, AND CERTIFICATIONS

Applicant Agency agrees to abide by the General Terms, Conditions, and Certifications contained in OTS Grant Program Manual, Chapter 8.

Rowe, Kirsten

From: Shar Rauch [sharleenr@berkeley.edu]
Sent: Thursday, August 29, 2013 12:21 PM
To: Pascarella, Richard J.; Rowe, Kirsten
Subject: 2013-2014 Sobriety Checkpoint Program Grant for Signature
Attachments: Contract_Placentia.pdf

Dear 2013-2014 Sobriety Checkpoint Program Grantee:

Congratulations on receiving the Sobriety Checkpoint Program Grant!

This e-mail transmits the grant document for a signature by your agency's Authorizing Official and a signature(s) by the optional individual(s) authorized to sign claims.

Please read the following instructions carefully before you print, sign and mail the document!

1.) Open the attached grant document and verify that the address in Box C is where reimbursement checks should be mailed. It is important that you notify us immediately if this address is not correct. We will update Box C and re-send the document ASAP. Failure to notify us of the address change immediately can significantly delay reimbursements.

2.) Acquire signatures only from the individuals listed in Box B (required) and D (optional) on the grant document. Notify us immediately if your Authorizing Official has changed or if you would like to add signatories in Box D. Please make sure the signature(s) is original; we do not accept stamped signatures.

NOTE: If no additional signatories are added, then the Authorizing Official is the only one who may sign claims.

3.) Please make a copy for your own records and mail the original signed grant (all pages) to:

UC Berkeley Safe Transportation Research and Education Center
Sobriety Checkpoint Program
2614 Dwight Way, MC # 7374
Berkeley, CA 94720-7374

IMPORTANT:

PLEASE SEND ONE ORIGINAL SIGNED GRANT DOCUMENT TO SAFETREC ASAP.

DO NOT CONDUCT CHECKPOINTS OR PURCHASE DUI CHECKPOINT SUPPLIES PRIOR TO OCTOBER 1 AND UNTIL THE CONTRACT HAS BEEN FULLY SIGNED/EXECUTED (SIGNED BY UCB AND YOUR AUTHORIZING OFFICIAL).

Upon receipt of the signed grant, we will: a) sign and e-mail a copy of the fully executed grant and b) e-mail you a purchase order number. We cannot obtain a purchase order number until we receive a signed grant from your agency.

Please contact Shar Rauch at (510) 643-1774 or at checkpoint@berkeley.edu if you have any questions.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: SEPTEMBER 17, 2013

SUBJECT: **RECOMMENDATION TO APPROVE AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT C-2-1330 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF PLACENTIA FOR THE RICHFIELD ROAD WIDENING PROJECT**

FISCAL

IMPACT: EXPENSE: \$397,000.00 FOR PROFESSIONAL AND CONSTRUCTION SERVICES
OFFSETTING REVENUE: \$377,000 OCTA, \$20,000 CITY OF YORBA LINDA

SUMMARY:

The Orange County Transportation Authority (OCTA), in partnership with the cities of Anaheim, Fullerton, Yorba Linda, and Placentia is implementing seven railroad grade separation projects along the Orangethorpe railroad corridor. Subsequent to the original agreement, additional work needed to mitigate traffic impacts of grade separation construction was identified. This amendment includes additional funding to assist the construction of a new traffic signal at Richfield Road and Orchard Drive. This action will approve Amendment No. 1 to Cooperative Agreement C-2-1330 between the City of Placentia and OCTA redefining the terms, conditions, and funding responsibilities for the Richfield Road Widening Project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Amendment No. 1 to Cooperative Agreement No. C-2-1330 between the City of Placentia and the Orange County Transportation Authority for the Richfield Road Widening Project; and
2. Authorize the Mayor to execute Amendment No. 1 to Cooperative Agreement No. C-2-1330 on behalf of the City; and

DISCUSSION:

Lakeview Avenue will be closed to traffic during construction of the Lakeview Avenue Railroad Grade Separation Project. The Traffic Management Plan identifies Richfield Road as a primary detour route. The existing Richfield Road at Atwood Channel includes two southbound lanes and one northbound lane. In order for Richfield Road to accommodate detour traffic, the Richfield Road crossing at Atwood Channel (Project) must be widened to provide an additional unobstructed northbound lane. OCTA has agreed to share costs of the project with the City. The proposed Project improvements will

1.i.

September 17, 2013

include bridge widening, asphalt concrete pavement, concrete curb and gutter, and sidewalk. This work is required to be completed prior to commencement of construction of the Lakeview Avenue Railroad Grade Separation Project. The City serves as the lead agency for environmental clearance, final design, right-of-way (ROW) engineering and acquisition, permitting, utility relocation, construction, construction management, public outreach, and maintenance of the Project. OCTA will serve as a funding agency for the Project.

On May 19, 2009, the City Council approved a Cooperative Agreement between the City of Placentia and OCTA that defined the specific terms, conditions, and funding responsibilities for each party to construct the Richfield Road Widening Project. The key terms of the original Cooperative Agreement included the following:

City agrees to:

- Obtain the California Environmental Quality Act clearance for the Project and adhere to environmental constraints.
- Perform all necessary design activities and prepare the plans, specifications, and estimate and other contract documents necessary to bid and construct the Project.
- Perform all necessary ROW acquisition for the Project.
- Clear all necessary ROW by December 2012.
- Obtain all necessary permits for the construction of the Project.
- Perform construction bid advertisement and award the construction contract for the Project.
- Perform construction and contract administration for the Project.
- Contribute to the final costs of the Project, in an amount not to exceed \$120,000, for environmental clearance, final design, ROW engineering and acquisition, permitting, utility relocation, construction management, public outreach, and maintenance.
- Perform all necessary public outreach for the Project.
- Perform all long-term maintenance of Richfield Road during project construction and a project completion.
- Complete the Project by July 2013, prior to commencement of construction of the Lakeview Avenue Railroad Grade Separation Project.

OCTA agrees to:

- Act as a funding agency for the Project.
- Contribute to the final costs of the Project, in an amount not to exceed \$227,000, for construction. Cost shares shall be adjusted up or down proportionally based on the final total cost of the Project. If final costs exceed the not-to-exceed amounts stated herein, an amendment to this cooperative agreement will be brought to the Board of Directors (Board) for approval.

Amendment No. 1 provides the City an estimated \$150,000 funding share for a traffic signal at Richfield Road and Orchard Drive. The Richfield Road Widening Project and traffic signal at Richfield and Orchard project have been on the City's Capital Improvement Program for several years. The Richfield Road Widening Project and traffic signal were not originally considered for funding under the

OC Bridges Project until the City's Grade Separation Consultant, HR Green demonstrated the project's significant traffic circulation impacts once Lakeview Avenue is closed.

FISCAL IMPACT:

OCTA will provide \$227,000 for construction costs related to the Richfield Road Widening Project and \$150,000 for the Richfield Road and Orchard Drive traffic signal. The City of Yorba Linda will provide \$20,000 for the Richfield Road and Orchard Drive traffic signal. The City's match for Richfield Road Widening includes costs related to design updates, project management, construction administration, public outreach, and Orange County Flood Control District permit costs. The City will use \$58,000 of traffic signal specific developer funding from the ETCO 75 Project towards the Richfield and Orchard intersection improvement.

Under terms of the Cooperative Agreement, the City is required to complete the project and submit invoices for reimbursement.

Prepared by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. OCTA Amendment No. 1 to Cooperative Agreement C-2-1330 – Richfield Road Widening

1 **WHEREAS**, CITY agrees to be the lead agency for the implementation of the SIGNAL and CITY
2 shall provide environmental clearance, design, right-of-way (if needed), project management,
3 construction management, construction, and project closeout for the SIGNAL; and

4 **WHEREAS**, OCTA agrees to fund an amount estimated at One Hundred Fifty Thousand Dollars
5 (\$150,000.00), for its funding share of the SIGNAL; and

6 **WHEREAS**, CITY agrees to fund an amount not to exceed Seventy Thousand Dollars
7 (\$70,000.00), for its funding share of the SIGNAL; and

8 **WHEREAS**, CITY shall be obligated to obtain by separate cooperative agreement with the City of
9 Yorba Linda Twenty Thousand Dollars (\$20,000.00), for the City of Yorba Linda's funding share of the
10 SIGNAL; and

11 **WHEREAS**, CITY agrees to complete the construction and ensure full operation of the SIGNAL
12 by December 31, 2013; and

13 **WHEREAS**, CITY agrees that the SIGNAL shall be designed by CITY in a manner to avoid
14 additional property acquisition; and

15 **WHEREAS**, CITY agrees to allow AUTHORITY final review and concurrence of SIGNAL plans
16 and scope prior to CITY advertisement for construction; and

17 **WHEREAS**, CITY agrees to allow AUTHORITY to concur with SIGNAL bid price prior to contract
18 award. Additionally, CITY agrees to request concurrence from AUTHORITY on all contract change
19 orders prior to change order execution; and

20 **WHEREAS**, the AUTHORITY's Board of Directors approved this Amendment No. 1 on June 10,
21 2013; and

22 **WHEREAS**, the CITY's Council approved this Amendment No. 1 on the _____ day of
23 _____, 2013.

24 **NOW, THEREFORE**, it is mutually understood and agreed by the AUTHORITY and CITY that
25 Agreement No. C-2-1330 is hereby amended in the following particulars only:

1 1. Delete paragraph 7, beginning on line 24, page 2 of 11 and ending on line 4, page 3 of 11 in its
2 entirety and replace with, "**WHEREAS**, CITY agrees to sell, in a manner acceptable to the
3 AUTHORITY, or transfer to AUTHORITY, excess right of way from all property previously acquired by
4 the CITY for the GRADE SEPARATION PROJECTS. In accordance with California Transportation
5 Commission Resolution TA-01-10 for the CITY's Traffic Congestion Relief Program (TCRP) grant, all
6 net proceeds from the resale of any right of way acquired by the CITY with TCRP funds for the
7 GRADE SEPARATION PROJECTS, shall be provided to the AUTHORITY."

8 2. Amend **ARTICLE 3. RESPONSIBILITY OF AUTHORITY**, Page 4 of 11, to add new paragraph
9 C: "To fund an amount estimated at One Hundred Fifty Thousand Dollars (\$150,000), for its funding
10 share of the SIGNAL"; and

11 3. Amend **ARTICLE 4. RESPONSIBILITY OF CITY**, Page 6 of 11, to delete in its entirety paragraph
12 O; and in lieu thereof, insert new paragraph P:

13 "To sell, in a manner acceptable to the AUTHORITY, or transfer to AUTHORITY, excess right of way
14 from all property previously acquired by the CITY for the GRADE SEPARATION PROJECTS. In
15 accordance with California Transportation Commission Resolution TA-01-10 for the CITY's Traffic
16 Congestion Relief Program (TCRP) grant, all net proceeds from the resale of any right of way acquired
17 by the CITY with TCRP funds for the GRADE SEPARATION PROJECTS, shall be provided to the
18 AUTHORITY"; and

19 4. Amend **ARTICLE 4. RESPONSIBILITY OF CITY**, Page 6 of 11, to add new paragraph Q: "To be
20 the lead agency for the implementation of the SIGNAL and CITY shall provide environmental
21 clearance, design, right-of-way (if needed), project management, construction management,
22 construction, and project closeout for the SIGNAL."

23 5. Amend **ARTICLE 4. RESPONSIBILITY OF CITY**, Page 6 of 11, to add new paragraph R: "To
24 fund an amount not to exceed Seventy Thousand Dollars (\$70,000.00), for its funding share of the
25 SIGNAL. CITY shall be obligated to obtain by separate cooperative agreement with the City of Yorba

1 Linda for Twenty Thousand Dollars (\$20,000.00), for the City of Yorba Linda's funding share of the
2 SIGNAL."

3 6. Amend **ARTICLE 4. RESPONSIBILITY OF CITY**, Page 6 of 11, to add new paragraph S: "To
4 complete the construction and ensure full operation of the SIGNAL by December 31, 2013."

5 7. Amend **ARTICLE 4. RESPONSIBILITY OF CITY**, Page 6 of 11, to add new paragraph T: "To
6 design the SIGNAL in a manner to avoid additional property acquisition."

7 8. Amend **ARTICLE 4. RESPONSIBILITY OF CITY**, Page 6 of 11, to add new paragraph U: "To
8 allow AUTHORITY final review and concurrence of SIGNAL plans and scope prior to CITY advertisement
9 for construction."

10 9. Amend **ARTICLE 4. RESPONSIBILITY OF CITY**, Page 6 of 11, to add new paragraph V: "To
11 allow AUTHORITY to concur with SIGNAL bid price prior to contract award. Additionally, CITY shall
12 request concurrence from AUTHORITY on all contract change orders prior to change order execution."

13 10. Amend **ARTICLE 7. MAXIMUM OBLIGATION**, Page 7 of 11, to delete in its entirety; and in lieu
14 thereof, insert:

15 "AUTHORITY's maximum obligation for all costs under this Agreement shall not exceed Three Hundred
16 Seventy-Seven Thousand Dollars (\$377,000.00), as shown in Exhibit B – Revised Cost Shares, unless
17 such maximum obligation is increased by an amendment to this Agreement."

18 11. Amend **EXHIBIT B, entitled COST SHARES**, to delete in its entirety and in lieu thereof, insert
19 attached: "EXHIBIT B", entitled "REVISED COST SHARES".

20 The balance of Agreement No. C-2-1330 remains unchanged.

21
22 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement
23 No. C-2-1330 to be executed on the date first above written.

24 **CITY OF PLACENTIA**

ORANGE COUNTY TRANSPORTATION AUTHORITY

1 By: _____

2 Troy L. Butzlaff
3 City Administrator

By: _____

Darrell Johnson
Chief Executive Officer

4 **ATTEST:**

5 By: _____

6 Patrick Melia
7 City Clerk

8 **APPROVAL RECOMMENDED:**

By: _____

Jim Beil
Executive Director, Capital Programs

9 **APPROVAL AS TO FORM:**

10 By: _____

11 Andrew V. Arczynski
12 City Attorney

13 **APPROVAL AS TO FORM:**

By: _____

Kennard R. Smart, Jr.
General Counsel

14 Dated: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 17, 2013

SUBJECT: **APPROVE AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT C-9-0412 BETWEEN THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF PLACENTIA FOR THE ORANGE COUNTY GATEWAY/ORANGETHORPE CORRIDOR GRADE SEPARATION PROJECTS**

FINANCIAL IMPACT: \$231,500 ADDITIONAL FUNDS IN CITY SUPPORT AND SERVICES COSTS TO BE REIMBURSED BY ORANGE COUNTY TRANSPORTATION AUTHORITY FOR TOTAL AMOUNT OF \$905,500

SUMMARY:

The Orange County Transportation Authority (OCTA) and the City of Placentia require an amendment to Cooperative Agreement C-9-0412 for the Orange County Gateway/Orangethorpe Corridor Grade Separation Projects (Projects). The OCTA and the City are working as partners for implementation of the grade separation projects located at Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue. The recommended City Council action will approve the subject Cooperative Agreement Amendment No. 2 to provide additional project support for implementation of the Projects.

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the attached Amendment No. 2 to Cooperative Agreement C-9-0412, in a form approved by the City Attorney, between the City of Placentia and the Orange County Transportation Authority for the design, right-of-way acquisition and construction phases of the Orange County Gateway/Orangethorpe Corridor Grade Separation Projects.
2. Authorize the Mayor to execute the Cooperative Agreement on behalf of the City.

DISCUSSION:

Beginning in 2001, the City began the environmental documentation and certification process for the Orange County Gateway Project/Orangethorpe Corridor grade separation projects (Projects). The Projects have been studied by both OCTA and the City since the early to mid-1990's. The Projects have been programmed in OCTA's long and short range regional

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transportation plans to expedite goods movement, improve public safety, and reduce traffic congestion.

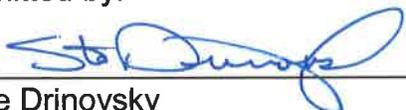
OCTA secured sufficient funding to complete grade separations at the major arterial crossings along the Orangethorpe railroad corridor in the Cities of Placentia, Anaheim, and Fullerton and is the lead Agency for program management, design, right-of-way acquisition, and construction. The Cooperative Agreement between OCTA and the City formalized the City's partnership with OCTA for implementation of the Projects. The Cooperative Agreement identifies the specific roles and responsibilities of both the City and OCTA for the implementation of the Projects and provides for the City to be reimbursed by OCTA for project support and services.

Amendment No. 1 to the original Cooperative Agreement was prepared to better reflect the costs for implementation as more accurate costs were realized. Amendment No. 2 continues to identify areas not realized in the original Cooperative Agreement and Amendment No.1, but still necessary for the completion and future implementation of the projects. Under Amendment No. 2, OCTA agrees to pay the City \$206,500 for pavement mitigation costs to repair City streets used as detour routes during construction, as well as reimburse the City in a not to exceed amount of \$25,000 for Closed Circuit Television Cameras as identified in the Transportation Management Plan. Amendment No. 2 also combines the existing funding for traffic engineering services, police services, project support services, and environmental support with no net change in the total aggregate amount for these services. Additionally, OCTA agrees to fund, develop and implement a Way-Findings Signage Program to provide the traveling public improved directional signage to access streets and destinations after completion of the projects. The City agrees to sell or transfer to OCTA excess right of way from all property previously acquired through Traffic Congestion Relief Program (TCRP) State grants funds for the project. Accordingly, under this proposed amendment, the City will receive an additional \$231,500 in project support services that will cover the City's expenses for final design review and construction phases.

FISCAL IMPACT:

The City will have the ability to receive additional reimbursements from OCTA for project support services in the amount of \$231,500.

Submitted by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

1 Thousand Five Hundred Dollars (\$206,500.00), for pavement mitigation costs to repair city streets used
2 as detour routes during construction of the PROJECTS, as identified in the *Orangethorpe Corridor Grade*
3 *Separation Program Pre-Impact Pavement Structural Investigation Study Report*; and

4 **WHEREAS**, AUTHORITY agrees to reimburse CITY for Closed Circuit Television Camera(s) and
5 appurtenances, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00), as identified in
6 the approved Transportation Management Plan (TMP) for the Kramer Boulevard Grade Separation
7 Project; and

8 **WHEREAS**, AUTHORITY and CITY agree to combine the existing funding for traffic engineering
9 services, police services, and project support services with no net change in the total aggregate amount
10 for these services; and

11 **WHEREAS**, AUTHORITY agrees to fund, develop and implement a Way-Finding Signage
12 Program to provide the traveling public improved directional signage to access streets and destinations
13 after completion of the PROJECTS; and

14 **WHEREAS**, AUTHORITY and CITY agree that the Way-Finding Signage Program is primarily for
15 the Lakeview Avenue Grade Separation Project; however directional signage may be implemented for
16 the other PROJECTS if determined necessary and feasible as a result of the findings of the Way-Finding
17 Signage Program; and

18 **WHEREAS**, AUTHORITY and CITY agree that directional signage to be provided as part of the
19 Way-Finding Signage Program will utilize existing city and project right-of-way only and will be limited to
20 limits of the individual PROJECTS; and

21 **WHEREAS**, CITY agrees to sell, in a manner acceptable to the AUTHORITY, or transfer to
22 AUTHORITY, excess right of way from all property previously acquired by the CITY for the PROJECTS.
23 In accordance with California Transportation Commission Resolution TA-01-10 for the CITY's Traffic
24 Congestion Relief Program (TCRP) grant, all net proceeds from the resale of any right of way acquired
25 by the CITY with TCRP funds for the PROJECTS, shall be provided to the AUTHORITY; and

26 **WHEREAS**, the AUTHORITY's Board of Directors approved this Amendment No. 2 on June 10,

1 2013; and

2 **WHEREAS**, the CITY's Council approved this Amendment No. 2 on the 17th day of September,
3 2013.

4 **NOW, THEREFORE**, it is mutually understood and agreed by the AUTHORITY and CITY that
5 Agreement No. C-9-0412 is hereby amended in the following particulars only:

6 1. Amend **ARTICLE 2. RESPONSIBILITY OF AUTHORITY**, pages 7 and 8 of 18, delete
7 paragraphs U, V, and W in each paragraph's entirety and, in lieu thereof, insert the following:

8 "U. To reimburse CITY, within 30 days of receipt of an acceptable invoice, for actual costs, including staff
9 overhead, for providing: traffic engineering services (including third party traffic signal maintenance
10 service costs contracted out by CITY) and any modifications to streets, intersections, signals, etc.
11 required to address traffic impacts during construction; police services; and project support services
12 described in Article 3.B in an aggregate amount not to exceed Six Hundred Seventy Four Thousand
13 Dollars (\$674,000.00). Said City service and support costs shall not exceed this amount without prior
14 written amendment to this Agreement, which approval shall not be unreasonably withheld or delayed, it
15 being understood that this amount is an estimate based on the as-needed and sporadic nature of the
16 services and is subject to update."

17 2. Amend **ARTICLE 2. RESPONSIBILITY OF AUTHORITY**, to add new paragraph V: "V.
18 To pay CITY, within 30 days of receipt of an acceptable invoice, in an amount not to exceed Two
19 Hundred Six Thousand Five Hundred Dollars (\$206,500.00) for pavement rehabilitation work to repair
20 one or more city street(s) used as detour routes during construction of the PROJECTS and as identified
21 in the *Orangethorpe Corridor Grade Separation Program Pre-Impact Pavement Structural Investigation*
22 *Study Report*."

23 3. Amend **ARTICLE 2. RESPONSIBILITY OF AUTHORITY**, to add new paragraph W: "W.
24 AUTHORITY agrees to reimburse CITY for Closed Circuit Television Camera(s) and appurtenances, in
25 an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00), as identified in the approved TMP
26 for the Kraemer Boulevard Grade Separation Project."

1 4. Amend **ARTICLE 2. RESPONSIBILITY OF AUTHORITY**, to add new paragraph X:

2 “X. To fund, develop and implement a Way-Finding Signage Program to provide the traveling public
3 improved directional signage to access streets and destinations after completion of the PROJECTS. The
4 Way-Finding Signage Program is primarily for the Lakeview Avenue Grade Separation Project; however
5 directional signage may be implemented for the other PROJECTS if determined necessary and feasible
6 as a result of the findings of the Way-Finding Signage Program. Directional signage to be provided as
7 part of the Way-Finding Signage Program will utilize existing city and project right-of-way only and will be
8 limited to the limits of the individual PROJECTS. The proposed signage developed under this program
9 will be implemented as part of the PROJECTS and will not include additional improvements from the
10 approved plans, specifications and estimate (PS&E) documents, except for roadway signage.”

11 5. Amend **ARTICLE 3. RESPONSIBILITY OF CITY**, to add new paragraph R: “R. CITY
12 agrees to sell, in a manner acceptable to the AUTHORITY, or transfer to AUTHORITY, excess right of
13 way from all property previously acquired by the CITY for the PROJECTS. In accordance with California
14 Transportation Commission Resolution TA-01-10 for the CITY’s Traffic Congestion Relief Program
15 (TCRP) grant, all net proceeds from the resale of any right of way acquired by the CITY with TCRP funds
16 for the PROJECTS, shall be provided to the AUTHORITY.”

17 6. Amend **ARTICLE 7. MAXIMUM OBLIGATION**, page 12 of 18, to delete in its entirety
18 and, in lieu thereof, insert the following:

19 “AUTHORITY’s maximum obligation for all costs under this Agreement shall not exceed Nine Hundred
20 Five Thousand Five Hundred Dollars (\$905,500.00), unless such maximum obligation is modified by an
21 amendment to this Agreement.”

22 The balance of Agreement No. C-9-0412 remains unchanged.

23 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to Agreement
24 No. C-9-0412 to be executed on the date first above written.

CITY OF PLACENTIA

ORANGE COUNTY TRANSPORTATION AUTHORITY

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By: _____

By: _____

Scott Nelson
Mayor

Darrell Johnson
Chief Executive Officer

ATTEST:

APPROVAL RECOMMENDED:

By: _____

By: _____

Patrick J. Melia
City Clerk

Jim Beil, P.E.
Executive Director, Capital Programs

APPROVAL AS TO FORM:

APPROVAL AS TO FORM:

By: _____

By: _____

Andrew V. Arczynski
City Attorney

Kennard R. Smart, Jr.
General Counsel



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 17, 2013

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONTRACT TO BALI CONSTRUCTION, INC., FOR THE RICHFIELD ROAD WIDENING AND RC BOX CULVERT EXTENSION PROJECT**

FISCAL

IMPACT: EXPENSE: \$351,599.52 FOR CONSTRUCTION SERVICES
OFFSETTING REVENUE: \$351,599.52 OCTA
BUDGETED: \$269,000 (ACCOUNT NO.:333552-6185 J/L 61020)

SUMMARY:

Lakeview Avenue will be closed to traffic during construction of the Lakeview Avenue Railroad Grade Separation Project. Traffic will be detoured to Richfield Road as a primary detour route. The improvements resulting from this project will alleviate an existing choke point on Richfield Road to allow for improved traffic flow. This action will approve plans and specifications, reject the apparent low bid submitted by GRFCO Inc. as non-responsive, and award a contract to Bali Construction, Inc., in the amount of \$319,635.93 to construct the Richfield Road Widening and RC Box Culvert Extension project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve plans and specifications prepared by PACE Engineering dated July 23, 2013, for the Richfield Road Widening and RC Box Culvert Extension Project, and
2. Award construction contract to the lowest responsive and responsible bidder, Bali Construction, Inc., in a form approved by the City Attorney, for an amount not to exceed \$319,635.93, and
3. Reject the bid of GRFCO, Inc. as non-responsive , and
4. Reject all other bids, and
5. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed 10% of the project construction cost, and

1.k.

September 17, 2013

6. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

Lakeview Avenue will be closed to thru traffic during construction of the Lakeview Avenue Railroad Grade Separation Project. Traffic will be detoured to Richfield Road as a primary detour route. The existing Richfield Road at Atwood Channel includes two southbound lanes and one northbound lane. Richfield Road must be widened at the channel to provide an additional unobstructed northbound lane to accommodate the increased volume of traffic. OCTA had previously agreed to provide \$227,000 for the project. All of the bids received were higher than anticipated. The difference between funds already allocated by OCTA for construction and the recommended award to Bali Construction, Inc. is \$92,635.93. Staff has met with OCTA and requested an amendment to their contribution that will match actual construction cost including a 10% contingency. We have received preliminary OCTA staff approval that is scheduled to be ratified by their Board on October 11, 2013. Time is of the essence for construction of this project due to its relation to other construction activity and to seasonal weather patterns that could potentially disrupt the construction timeline.

This project was advertised on August 1st and August 8th. Bids for construction were received on August 22, 2013. The bid summary is as follows:

CONTRACTOR	BID
GRFCO, Inc.	\$309,416.00
Bali Construction, Inc.	\$319,635.93
SRD Engineering, Inc.	\$354,582.00
KEC Engineering	\$424,424.00
GB Cooke, Inc.	\$429,970.00
Belczak & Sons, Inc.	\$478,840.00

The City received six bids for the Richfield Project ranging from the low bid by GRFCO, Inc. of \$309,416.00 to the high bid by Belczak & Sons, Inc. of \$478,840.00. The second lowest bid was presented by Bali Construction, Inc. in the amount of \$319,635.93. The bids were evaluated based upon competitive pricing, understanding the project's scope, direct experience with similar projects, ability to devote proper manpower and equipment to timely complete the work, approach to the work, technical competence, qualifications of the contractor and proposed staff, and ability to meet the project schedule. After reviewing all of the bids, researching the qualifications and references of the lowest bidders, evaluating the bids in the context of the Richfield Project requirements, it is recommended that the City Council reject the bid of GRFCO, Inc. as non-responsive and award the contract to Bali Construction, Inc.

Bali Construction, Inc., which is based in South El Monte, California, has been performing this type of work since 1987. Their proposal, references, and qualifications have been reviewed by

City Staff. The construction period is scheduled for 90 working-days which will begin once all contract documents have been executed and a notice to proceed has been issued.

City staff believes that the bid of GRFCO, Inc. (GRFCO) is non-responsive as it demonstrates that the contractor lacks the appropriate understanding of the Richfield Project requirements. For example, the GRFCO bid contained an allowance of \$5,000 for traffic control which, in the opinion of the Public Works Director, demonstrates a lack of understanding of the project scope and potentially an inability to perform the work specified. Adequate traffic control is an essential requirement of the Richfield Road Project. All other bidders contained allowances at least 90% higher than GRFCO. Additionally, GRFCO's bid contained an allowance of \$118,000 to construct a double barrel RC box culvert and appurtenances which, in the opinion of the Public Works Director demonstrates a lack of understanding and potentially an inability to perform the work specified. GRFCO listed only one subcontractor, On Point Survey, in its bid to complete the entire Richfield Project scope of work. It failed to identify any steel or rebar, paving, or striping subcontractors. Moreover, GRFCO stated that its average gross revenue over the past three years has been \$2,000,000 which, when combined by its current involvement in other construction projects (1) \$354,300 "E Street Storm Drain" scheduled for completion by January 1, 2014; (2) \$2,128,000 "Union Street Trunk Sewer" scheduled for completion in December 2013; (3) \$1,557,768 "Trunk D Sewer Improvements"; calls into question whether GRFCO has adequate uncommitted manpower and equipment to timely perform the Richfield Project.

Further, certain responses by GRFCO to questions in the Disqualification Questionnaire and Responsible Bidder-Supplemental Questionnaire were misleading and not responsive based upon information provided to the City and ascertained from interviews of GRFCO's references and public works agencies with whom GRFCO and its principles have previously worked. According to the California State Licensing Board, George Frost is the RMO/CEO and President of GRFCO and was previously the RMO/CEO/President of So Cal Underground. James Craig Jackson (11/04/1996-12/06/2004) and Richard Bruce Andrade (11/04/1996-12/06/2004) are identified as Officers of So Cal Underground for the referenced time periods. James Craig Jackson was the RMO/CEO/President of Garcia Juarez Construction, Inc. (GJC).

In its response to the Disqualification Questionnaire, GRFCO responded "No" to the question "Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?" GRFCO elaborated that "Frost's previous co. (SCU) was debarred by the City of San Diego 13 yrs ago but not due to a violation of law or a safety regulation." GRFCO's response is materially misleading as its RMO/CEO/President George Frost and one of its principle representatives Jim Jackson, as well as a former incarnation, known as So Cal Underground, were all permanently debarred by the City of San Diego for conduct that included findings of false claims in violation of Government Code §§ 12650-12656.

In 2000, the City of San Diego permanently debarred So Cal Underground, George Roger Frost, and Jim Craig Jackson on the grounds that So Cal Underground engaged in corrupt practices while administering public works contracts, including factual findings after an administrative

hearing that So Cal Underground had engaged in a pattern of willful acts of corruption and deception, unethical and unacceptable business practices, and inadequate contract performance on numerous public works projects with the City. The conduct which was charged in the debarment proceeding was: (1) falsifying traffic control permits; (2) working in the public right of way without traffic control plans or appropriate traffic control on numerous occasions; (3) taking water from city fire hydrants without having water meters and using meters that were either inoperable or had been reported missing so the water use could not be billed; (4) misrepresenting that work had been completed and attempting to cover up the misrepresentation; (5) submitting numerous false claims for extra work at significantly inflated labor rates; (6) submitting false claims for inflated rates on equipment (by physically altering equipment model numbers); and (7) submitting false workers' compensation claims to the City owner-controlled insurance program. The City of San Diego's debarment of So Cal Underground and its principals was upheld by the Court of Appeal in a reported decision *Southern California Underground Contractors, Inc. v. City of San Diego* (2003) 108 Cal. App.4th.533. According to this reported decision, So Cal Underground did not challenge the sufficiency of the evidence supporting the findings upon which the debarment was based.

Additionally, in 2001, the City of San Diego permanently debarred J.G. Pipeline, Inc. and its principals Judy Ng Go, Jaime Parraga, Richard Andrade, George Frost, and James Jackson for "corrupt practices involving the award of a contract with the City" on the grounds that J.G. Pipeline had been formed for the purpose of circumventing San Diego's prior debarment of So Cal Underground. Of those debarred, only Richard Andrade raised a challenge to his debarment which was denied based upon substantial evidence that J.G. Pipeline was "created to circumvent the permanent debarment of [So Cal Underground]."

Similarly, Item number 14 asks if the firm or any of its owners, officers or partners were ever liable in a civil suit for making any false claim or material misrepresentation to a public agency and Item number 15 asks if the firm, its owners, officers or partners were ever convicted of a crime involving any federal, state or local law related to construction. To both of these questions, GRFCO responded "No" which, given the administrative hearings, civil writ actions and appellate decision identified above, is not entirely candid and accurate.

The City received a letter dated August 26, 2013 and supporting materials from the Center for Contract Compliance (CCC) objecting to any award to GRFCO and identified a connection between GRFCO and GJC. These materials included a Cal OSHA Citation and Notification of Penalty on or about 2/24/2010 that included 10 violations and a proposed penalty of \$1,635 which, through a search of Cal OSHA records, appears to have resolved through a formal settlement in which GJC agreed to pay \$570. Further research of Cal OSHA records disclosed that GJC was cited on two additional occasions: (1) on or about 2/16/2012 GJC was cited for a serious violation with an initial penalty of \$14,400 that was resolved in a formal settlement and reduced to \$3,600; and (2) on or about 6/24/2010 GJC was cited for 6 violations with initial penalties of \$3,055 that were resolved through a formal settlement for a total payment of \$550. GRFCO stated "No" to Item number 19 which asks if Cal OSHA has cited and assessed penalties against the contractor or its associates for any "serious", "willful" or "repeat" violations of its health and safety regulations in the past five years. The GRFCO response is not accurate.

The materials provided by CCC also included Department of Industrial Relations Civil Wage and Penalty Assessments against GJC as follows: (1) \$112,272.42 assessment dated 12/22/2009 for failing to pay prevailing wage overtime in the amount of \$84,322.42 plus penalties of \$27,950 on the City of Riverside Sewer Pipeline Capacity Improvements project; and (2) \$23,515.92 assessment dated 5/26/2011 for failing to pay prevailing wage in the amount of \$20,315.92 plus penalties of \$3,200 on the Yorba Linda Water District Highland Reservoir Replacement project.

On August 27, 2013, GRFCO submitted documentation that included letters of recommendation and materials GRFCO contends refutes the documentation provided by the Center of Contract Compliance. These materials are available for inspection but are not persuasive to City staff in terms of supporting a recommendation or finding them responsive or that GRFCO's bid is responsive in the context of the Richfield Project.

After consideration of this information in total, researching the qualifications and references of the lowest bidders, evaluating the bids in the context of the Richfield Project requirements, it is recommended that the City Council reject the bid of GRFCO, Inc. as non-responsive and award the contract to Bali Construction, Inc.

The City Attorney's Office notified GRFCO on September 12, 2013 that staff is recommending to the City Council that their bid be determined non-responsive and award the contract to the next lowest bidder.

FISCAL IMPACT:

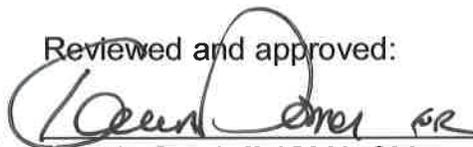
This project is budgeted in the Fiscal Year 2012-13 Capital Improvement Program. No General Fund monies are being used to complete this project.

Prepared by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

AGREEMENT

RICHFIELD ROAD WIDENING AND RC BOX CULVERT EXTENSION PROJECT

THIS AGREEMENT is made and entered into this 17th day of September, 2013, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation, hereinafter referred to as "City" and Bali Construction Inc., a California Corporation, hereinafter referred to as "Contractor". City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor agree as follows:

1. General Conditions

Contractor certifies and agrees that all the terms, conditions, and obligations of the Agreement Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Agreement based upon Contractor's investigation of all such matters and is in no way relying upon City's opinions or representations. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City of this and shall not proceed with further work under this Agreement until written instructions are received from the City.

The Parties agree that this Agreement represents the entire agreement between the Parties. The Agreement Documents are defined as and include the Notice to Contractors and Invitation for Bids, the Instructions to Bidders, the Contract Documents, the Contractor's Proposal, the General Provisions, the Special Provisions, the Specifications and Drawings, any of the other Contract Documents and all addenda issued by City with respect to the foregoing prior to the opening of bids. The Parties agree that the Agreement Documents are each incorporated into this Agreement by reference, with the same force and effect as if the same were set forth at length herein, and that Contractor and its subcontractors, if any, will be and are bound by any and all of the Agreement Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Agreement.

"Project" as used herein defines the entire scope of the work covered by all the Agreement Documents. Anything mentioned in the Specifications and not indicated in the Drawings, or indicated in the Drawings and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Drawings or Specifications, the matter shall be immediately submitted to the City's Public Works Director, without whose

decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the Public Works Director shall be final.

2. Materials and Labor

Contractor shall furnish, under the conditions expressed in the Agreement Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by City, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Agreement price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees. Nothing in this Agreement shall be deemed to limit the legal and/or equitable remedies available to City.

3. Project

The Project is described as:

**CITY PROJECT NO. 61020
RICHFIELD ROAD WIDENING AND RC BOX CULVERT EXTENSION
PROJECT.**

4. Plans and Specifications

The work to be done is shown in a set of Drawings and Specifications entitled:

RICHFIELD ROAD WIDENING AND RC BOX CULVERT EXTENSION

The Drawings and Specifications and any revisions and amendments of addenda thereto are incorporated herein as part of this Agreement and referred to by reference.

5. Time of Commencement and Completion

Contractor agrees to commence the Project on the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **NINETY (90)** working days from the date of the "Notice to Proceed" issued by City excluding delays caused or authorized by City as set forth in §§ 8, 9, and 10 hereof.

Contractor Initials

City Initials

6. Legal Relationship between the Parties

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at City's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

7. Time is of the Essence

Time is of the essence of this Agreement. As required by the Agreement Documents, Contractor shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction progress schedule. Contractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors and City, in a manner that will facilitate the efficient completion of the entire work in accordance with § 5 herein. City shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises.

8. Excusable Delays

Contractor shall be excused for any delay in the prosecution or completion

of the Project caused by acts of God; inclement weather which exceeds the number of calendar days estimated by City and set forth in § 5 hereof; damages caused by fire or other casualty for which Contractor is not responsible; any act, neglect, or default of City; failure of City to make timely payments to Contractor; late delivery of materials required by this Agreement to be furnished by City; combined action of the workers in no way caused by or resulting from default or collusion on the part of Contractor; a lockout by City; or any other delays reasonably unforeseen by Contractor and beyond Contractor's reasonable control.

City shall extend the time fixed in § 5 for completion of the project by the number of days Contractor has thus been delayed, provided that Contractor presents a written request to City for such time extension within fifteen (15) days of the commencement of such delay and City finds that the delay is justified. City's decision will be conclusive on the Parties to this Agreement. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor.

No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies City that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages.

9. Extra Work

The Agreement price as set forth in § 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City Engineer or Director of Public Works specifying the exact nature of the extra work and the amount of extra compensation to be paid as more particularly set forth in § 10 hereof.

City shall extend the time fixed in § 5 for completion of the project by the number of days reasonably required for Contractor to perform the extra work, as determined by the City Engineer. The decision of the City Engineer shall be final.

10. Changes in Project

- A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
 1. In the Drawings and Specifications;
 2. In the time, or in the method or manner of performance of the work;
 3. In City-furnished facilities, equipment, materials, services, or site; or
 4. Directing acceleration in the performance of the work.

- B. A change order shall also be any other written order (including direction, instruction, interpretation, or determination) from City which causes any change, provided Contractor gives City written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this section, no order, statement, or conduct of City or its representatives shall be treated as a change under this section or entitle Contractor to an equitable adjustment.
- D. If any change under this section causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Agreement, whether or not changed by any order, City shall make an equitable adjustment and modify this Agreement in writing. Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before Contractor gives written notice as required in paragraph (B). In the case of defective specifications for which City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurs in attempting to comply with those defective specifications.
- E. If Contractor intends to assert a claim for an equitable adjustment under this section, it must, within 15 days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to City setting forth the general nature and monetary extent of such claim. City may extend the 15-day period. Any such extension shall be valid only if in writing. Contractor may include the statement of claim in the notice under paragraph (B) of this section.
- F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- G. Contractor hereby agrees to make any and all changes, furnish the materials, and perform the work that City may require without nullifying this Agreement. Contractor shall adhere strictly to the Drawings and Specifications unless a change therefrom is authorized in writing by City. Under no condition shall Contractor make any changes to the project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by

Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefore shall be submitted without delay by Contractor to City.

11. Ownership of Documents

The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Contractor agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

12. Liquidated Damages for Delay

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in § 5 plus the allowance made for delays or extensions authorized under §§ 8, 9, and 10, City will sustain damage, which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of Five Hundred Dollars (\$1,000.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of Five Hundred Dollars (\$1,000.00) per day, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

13. Agreement Price and Method of Payment

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of \$ _____, (_____ **Dollars and** _____ **Cents**) as itemized in Contractor's Proposal attached as Exhibit "A" hereto.

Within thirty (30) days from the commencement of work and the receipt by City of Contractor's invoice, there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of City, since the commencement of the work as determined by City.

Thereafter, Contractor may submit monthly statements requesting payment based upon the value of the work completed and materials used. The monthly statements must include a detailed breakdown of all work completed and materials used during the period covered by the statement, as may be required by City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety-five percent (95%) of the work completed and materials used. City shall retain five percent (5%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City's Public Works Director, stating that the work for which payment is demanded has been performed in accordance with the terms of this Agreement and that the amount stated in the certificate is due under the terms of this Agreement. Partial payments on the Agreement price shall not be considered as an acceptance of any part of the work.

The City may withhold all or part of any progress payments to such extent as may be necessary to protect the City from losses on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments properly to subcontractors for material or labor;
- D. A reasonable doubt that the contract can be completed for the balance then paid;
- E. Damage to another Contractor; and/or
- F. Default of the Contractor in the performance of the terms and/or conditions of the Contract.

Any subcontractor, material supplier, or workman, or anyone else having any claim against the Contractor for or on account of work done or material furnished for the performance of the work provided for hereunder, may give notice of said claim and of the amount thereof to the City, who may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the Contractor until said claims are adjusted and paid. The provisions of this article shall not lessen or diminish, but shall be in addition to, the right or duty of the City to withhold any payments under the provisions of the laws of the State of California requiring the withholding of sums due to the Contractor.

14. Substitution of Securities in Lieu of Retention of Funds

Pursuant to Public Contract Code § 22300, *et seq.*, Contractor shall be entitled to post approved securities with City or an approved financial institution in order to have City release funds retained by City to insure performance of this Agreement. Contractor shall be required to execute an addendum to this

Agreement together with escrow instructions and any other documents in order to effect this substitution.

15. Completion

Within ten (10) days after the Agreement completion date of the project, Contractor shall file with the City's City Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. City may require affidavits or certificates of payment and/or releases from any subcontractor, laborer, or material supplier.

16. Contractor's Employees Compensation

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and copies of the same are on file in the City Public Works Director's office. Contractor agrees that no less than these prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code § 1774. If both Federal and State wage rates are otherwise applicable, then the higher of the two shall prevail.

B. Forfeiture for Violation:

Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with California Labor Code §§ 1770 through 1780 for the work provided for in this Agreement, all in accordance with California Labor Code § 1775.

C. Apprentices:

California Labor Code §§ 1777.5, 1777.6, and 1777.7, regarding the employment of apprentices are applicable to this

Agreement and Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more, twenty (20) working days or more, or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

D. Workday:

In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. Contractor shall conform to California Labor Code § 1810, *et seq.*, and shall forfeit to City as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of work pursuant to this Agreement by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of such provision. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with this Project.

E. Record of Wages; Inspection:

Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with California Labor Code § 1776, *et seq.*

17. Surety Bonds

Contractor shall, before entering upon the performance of this Agreement furnish bonds approved by City's Attorney; one in the amount of One Hundred Percent (100%) percent of the contract price bid to guarantee the faithful

performance of the work, and the other in the amount of One Hundred Percent (100%) of the contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by City. Bonds must be issued by a surety authorized by the State Insurance Commissioner to do business in California. The labor and material bond shall be maintained by Contractor in full force and effect until the work has been completed and accepted by City and all claims for labor and material have been paid. The performance bond shall remain in full force and effect through the warranty period. All bonds required to be submitted relating to this Agreement must comply with California Code of Civil Procedure § 995.630. Each bond shall be executed in the name of the surety insurer, under penalty of perjury, or the fact of execution of each bond shall be duly acknowledged before an officer authorized to take and certify acknowledgements, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the bond.

18. Insurance

- A. Contractor is aware of the provisions of California Labor Code § 3700 that requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.

Contractor, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California 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 Agreement."

- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents, and employees and shall issue an endorsement certificate to

the policy evidencing same.

- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under § 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, City will require Contractor

to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

1. Workers' Compensation, in accordance with the Workers' Compensation Act of the State of California in at least the minimum amounts required by law.
2. Public Liability in the form of either Comprehensive General Liability or Commercial General Liability written on a per occurrence basis in the amount of either: \$1,000,000 Combined Single Limit, per occurrence for bodily injury, death, and property damage; or \$1,000,000 per occurrence with \$1,000,000 aggregate for bodily injury, death, and property damage; or \$1,000,000 aggregate, separate for this project for bodily injury, death and property damage
3. Automobile Liability, including non-owned and hired vehicles in the amount of \$1,000,000 combined single limit per occurrence.

City or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates and endorsements. Contractor shall pay the premiums on the insurance hereinabove required.

19. Indemnity

Contractor agrees to save, indemnify, and keep City, its Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, harmless against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the negligence or willful misconduct of City and will make good to and reimburse City for any expenditures, including reasonable attorneys' fees, City may incur by reason of such matters, and if requested by City, will defend any such suits at the sole cost and expense of Contractor. Contractor further agrees to promptly pay any judgment rendered against the Contractor or City covering such liability, claims, costs, and demands arising out of the obligations herein undertaken or out of the operations conducted by Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to City after receiving written notice of the legal action and a tender and demand for defense, City shall have the right to select counsel of its own choice to represent all City's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by City from any Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

20. Termination

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.
- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, reprourement costs of the same or similar services defaulted by Contractor under this Agreement.
- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated profits. The equitable adjustment for any termination shall provide for payment to Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Thereafter Contractor shall have no further claims against City under this Agreement.
- D. Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Agreement whether completed or in process.
- E. Upon termination, City may take over the work and may award another party an agreement to complete the work under this Agreement.

24. Warranty

Contractor agrees to perform all work under this Agreement in accordance with City's designs, drawings, and specifications.

Contractor guarantees for a period of at least one (1) year from the date of substantial completion with beneficial occupancy of the work as mutually agreed by the Parties or the date of acceptance of the project as completed by City, that the completed work is free from all defects due to faulty materials, equipment, or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. City shall promptly give notice to Contractor of observed defects. In the event that Contractor fails to make adjustments, repairs, corrections, or other work made necessary by such defects, City may do so and charge Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

Contractor's obligations under this clause are in addition to Contractor's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that City may have against the Contractor for faulty materials, equipment, or work.

25. Assignments

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by City unless such assignment has had prior written approval and consent of City and the surety.

26. Successors in Interest

This Agreement shall be binding upon and ensure to the benefit of the Parties' successors and assignees.

27. Compliance with Law

Contractor certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that Contractor is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Contractor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

28. Jurisdiction

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This

Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof. Any litigation concerning this Agreement shall take place in the Municipal, Superior, or Federal District Court, as appropriate, with jurisdiction over the City of Placentia.

29. Dispute Resolution

City and Contractor shall comply with the provisions of California Public Contracts Code § 20104, *et seq.*, regarding resolution of construction claims for any claims, which arise between City and Contractor.

30. Safety and Health

Contractor acknowledges the provisions of California Labor Code § 6400, *et seq.*, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened that may present a danger or hazard to any and all employees. In the event City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. City may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by City to Contractor in accordance with the provisions of this section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against City.

31. Agreement Execution Authorization

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

32. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

33. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

34. Conflicts

To the extent that there is any conflict between the provisions of this Agreement and the City's Request for Proposals, the Contractor's Proposal and/or any of the other Agreement Documents, the terms and conditions of this IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first hereinabove written.

CITY OF PLACENTIA

By: _____
Troy L. Butzlaff, City Administrator

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski,
City Attorney

Company

By _____
, President

By _____
, Vice President



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF ADMINISTRATIVE SERVICES AND COMMUNITY SERVICES
DATE: SEPTEMBER 17, 2013
SUBJECT: **ACCEPTANCE OF RESIGNATION FROM THE VETERANS ADVISORY COMMITTEE**

FISCAL
IMPACT: NONE

SUMMARY:

On August 28, 2013, the City received a letter of resignation from Mr. Robert Dewey, Veterans Advisory Committee member. This action accepts with regret the resignation of Robert Dewey from the Veterans Advisory Committee.

RECOMMENDATION:

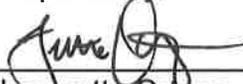
It is recommended that the City Council take the following action:

1. Accept the resignation of Robert Dewey from the Veterans Advisory Committee; and
2. Include the vacancy in the Veterans Advisory Committee with the current application/recruitment process.

DISCUSSION:

Robert Dewey has been a member of the Veterans Advisory Committee for over 10 years. Due to Mr. Dewey's recent acceptance to a position on another board (non-City related), he will no longer be able to attend the meetings. Mr. Dewey expressed his gratitude for the time spent on the Committee; however, due to his conflicting meeting schedule, he has submitted his letter of resignation from the Veterans Advisory Committee. An appointment for this vacancy is anticipated to be made as part of the current application/recruitment process.

Prepared by:



Jeannette Ortega
Neighborhood Services Coordinator

Reviewed and approved:



Troy L. Butzlaff ICMA-CM
City Administrator

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services and Community Services

Attachments: Resignation Letter

1.1.

September 17, 2013

Ortega, Jeannette

Subject: Resignation

From: Robert Dewey [<mailto:bobngcmc@att.net>]

Sent: Wednesday, August 28, 2013 5:50 PM

To: Moreno, Tania

Subject: Resignation

To whom it may concern,

It is with regret that I need to resign from the Veterans Advisory Committee. After 10 years as a member, I have accepted a position on another board which is in conflict with the meetings. I wish to extend my thanks to the city for the time that I spent on the committee, and wish good will for all future endeavors.

Sincerely,
Bob Dewey
Capt USMC(ret)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES/ COMMUNITY SERVICES

DATE: SEPTEMBER 17, 2013

SUBJECT: **APPROVAL OF PLACENTIA ROTARY CLUB COWABUNGA CRABFEST FUNDRAISER AT KRAEMER MEMORIAL PARK- SATURDAY, JUNE 7, 2014**

FINANCIAL IMPACT: NONE

INTRODUCTION:

The Placentia Rotary Club is requesting to hold their sixth annual Cowabunga Crabfest Fundraiser Event on Saturday, June 7, 2014 at Kraemer Memorial Park. The event will encompass a large portion of the open park space and include food areas, a beer and wine garden, a small car show, and a live band performance. Due to the size, location, and types of event activities, City support services including Police, Public Works and Community Services will be needed. City Staff will determine the cost of the event based on 2013 event and Rotary's request for assistance and the Placentia Rotary Club has committed to reimburse the City for all costs incurred. This item requests that the City Council provide preliminary approval for the Placentia Rotary Club to hold the Cowabunga Crabfest at Kraemer Memorial Park contingent upon the Rotary Club once again working with City Staff to obtain all appropriate permits, insurance, and agreeing to follow all City regulations for the event.

RECOMMENDATION:

It is recommended that City Council take the following action:

1. Provide preliminary approval for the Placentia Rotary Club to hold the Cowabunga Crabfest at Kraemer Memorial Park on Saturday, June 7, 2014 contingent upon the Rotary Club continuing to work with City Staff to obtain all appropriate permits, insurance, and agreeing to follow all City regulations for the event.

DISCUSSION:

On Saturday, June 1, 2013 the Placentia Rotary Club held their fifth annual Cowabunga Crabfest event at Kraemer Memorial Park. This was the second time the event was held utilizing Kraemer Memorial Park. The event encompassed the area of the park west of the Backs Community Building extending through a majority of the open park space to the area in front of the playground. The Rotary Club reported that the event was very successful with over

1.m.

September 17, 2013

350 participants enjoying all you can eat crab and chicken as well as a beer and wine garden. The event also included a stage with a live band for entertainment and a small car show area.

In light of the success of their event in the past, the Rotary Club would like to hold the event at Kraemer Memorial Park again on Saturday, June 7, 2014. Based on the size of the event, the nature of the event activities, and because the event is at a City park, the Rotary Club would need support from the City Police, Public Works, and Community Services Department. The Rotary Club has committed to reimburse the City for all staff time and supplies that are used to support the event. Additionally, the Rotary Club expressed that they would follow all City guidelines, obtain insurance for the event, pay all necessary city cost, and obtain all permits and follow all regulations from the State Department of Alcohol Beverage Control and Orange County Health Department.

Upon City Council approval for the event, City Staff will again work with the Rotary Club to ensure that all guidelines are followed and all permits are obtained as specified. In addition, approximately two months before the event date, a report will be submitted to City Council for consideration of final event approval including suspension of sections of the Municipal Code related to the event.

Prepared by:



Stephen D. Pischel
Director of Administrative Services/
Community Services

Reviewed and approved:



Troy L. Butzlaf, ICMA-CM
City Administrator

Attachment: Letter of Request



Placentia Rotary Club

P.O. Box 1331
Placentia, California 92871

July 3, 2013
City of Placentia
Attn: Steve Pischel, Director of Administrative Services
401 E. Chapman Avenue
Placentia, CA 92870

Mr. Pischel,
The Rotary Club of Placentia would like to formally request the use of Kraemer Memorial Park for our 6th Annual COWABUNGA Crabfest on June 7, 2014.
We look forward to working with you, your staff, and the city to make great things happen in Placentia.

Sincerely,
Ron White
Ron White
President



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES

DATE: SEPTEMBER 17, 2013

SUBJECT: **APPROVAL OF RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCES PERTAINING TO THE OPERATION OF THE LAS POSADAS AND TAMALES FESTIVAL SCHEDULED FOR WEDNESDAY, DECEMBER 4, 2013**

FISCAL IMPACT: NONE

SUMMARY:

The Placita Santa Fe Merchants Association (Merchants Association) is planning to hold the Las Posadas and Tamale Festival on Wednesday, December 4, 2013 in the historic downtown area. In order to facilitate this event, certain regulatory ordinances must be temporarily suspended. In addition, due to the size and location of the event, City support services including Police, Public Works, and Community Services will be needed. The estimated cost of these services is \$8,000 and the Merchants Association has committed to reimburse the City for all of these costs. This item requests approval of the Las Posadas and Tamale Festival on December 4, 2013 and the adoption of a resolution temporarily suspending certain regulatory Ordinances pertaining to the event.

RECOMMENDATION:

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

1. Provide approval for the Placita Santa Fe Merchants Association to hold the Las Posadas and Tamale Festival on Wednesday, December 4, 2013 contingent upon the Merchants Association continuing to work with City staff to obtain all appropriate permits, and insurance; and agreeing to follow all City regulations for the event and reimburse the City for all event costs; and
2. Adopt Resolution No. R-2013-___, A Resolution of the City Council of the City of Placentia, California authorizing the Temporary Suspension of Regulatory Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Las Posadas and Tamale Festival on December 4, 2013 on the 100 and 200 blocks of Santa Fe Avenue and the 200 block of Bradford Avenue.

DISCUSSION:

The Las Posadas and Tamale Festival event is scheduled for Wednesday, December 4th in the City's downtown area. The event is traditionally hosted by the Placita Santa Fe Merchants Association with City staff support from Police, Public Works, and Community Services Departments. The event includes food booths featuring local area restaurants, the Posadas re-enactment, a visit and gifts from Santa

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September 17, 2013

Claus, as well as live musical entertainment. In addition, the Merchants Association sells beer and wine, which provides a fundraising opportunity to help offset event costs.

The suspension of two sections of the Municipal Code are necessary to conduct the event:

- (1) Section 23.76.050 to allow for amplified sound which may exceed the noise level standards on Santa Fe Avenue and Bradford Avenue; and
- (2) Section 10.28.010 to allow the consumption of alcohol on public property.

The attached Resolution identifies the event with the respective Municipal Code sections that are requested for suspension on a temporary basis.

FISCAL IMPACT:

Estimated Cost for Police, Public Works, and Community Services personnel that will be needed for the Las Posadas event is \$8,000. The Merchants Association is working to acquire donations and sponsorships to offset event costs and have committed to reimburse the City 100% of the City's direct costs toward the event.

Prepared by:


Jonathan Nicks
Deputy Director of Community Services

Reviewed and approved:


Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:


Stephen D. Pischel
Director of Administrative and
Community Services

Attachment: Request for Continued Support of Tamale Festival & Las Posadas 2013
Resolution R-2013-___



January 28, 2013

JUN 18 2013 4:03:13

Mr. Jon Nicks
City of Placentia
401 E Chapman Ave
Placentia, CA 92870

Dear Mr. Nicks

RE: Request for Continued Support of Tamale Festival & Las Posadas 2013

The Placita Santa Fe Merchants are very pleased and excited to announce the upcoming 19th Annual Tamale Festival and Las Posadas on Wednesday, December 4th, 2013, 4pm-9pm in the downtown area.

The merchants with the support of the City of Placentia have collaborated in providing continuous successful annual events in Old Town for over twenty years. We are proposing to continue with our annual event and are seeking continued collaboration with the City of Placentia. Last year's event was without question the best downtown event ever and largely due to the adjustments of the layout of the street. In past years, the flow of foot traffic was congested and it was difficult to go from one end of the street to the other, last years flow was very smooth and easier to access from one end to the other. This made the evening more enjoyable for the near 17,000 persons that attended the festivities. We received nothing but positive remarks from the community!

This event has been very crucial and important to Placentia's downtown for many reasons, but largely because it provides an excellent opportunity to showcase the downtown area in a

very positive light. Our downtown area still struggles to be as economically vital as other neighboring cities. Our events bring in new clientele to the area and reminds those that know about us but do not shop and dine in the downtown that we are still there. The downtown area is one of Placentia's hidden treasures that can be turned around and be propelled to be just as economically vibrant and revitalized as any other surrounding city. The progress that has been made in the downtown up to now, such as the Melrose Underpass, Clementine Homes and the completion of the Pedestrian Bridge are testaments that we are going in the right direction and yet many city residents have never even seen these completed projects . We want to spark interest to the downtown area so that residents make it a habit of coming down throughout the year and not just on special occasions. Not only does this stop some economic leakage from our City but businesses would thrive and tax revenues would increase helping out our City and making it a win win for all.

Attendance at our Tamale Fest continues to grow each year and we can draw as many as 15,000 + persons. We believe that our Tamale Fest, is probably the second largest in Southern California next to the Indio Tamale Fest. While we continue to grow each year we are very proud of the great reputation we have achieved. The City of Placentia has been instrumental in partnering with us, the downtown merchants, in order to achieve this success. We are, however, in a position where we cannot sustain these events by ourselves, therefore, that is why we ask for continued collaboration from the City.

As prosperity arrives to the future of Downtown area, we would anticipate additional continued events such as Farmers Markets, Strawberry Festival, Orange Festival and other monthly attractions in order to be able to compete with surrounding Downtowns. The projected Metro Link Station should also be a great vehicle for revitalization of the area and should help inject a new life to our community.

Following is a list of the scope of the event and the services that we would request assistance from the City in order to obtain the same level of quality for the Annual Tamale Festival and Las Posadas.

DESCRIPTION OF EVENT:

19th ANNUAL TAMALES FESTIVAL AND LAS POSADAS

DATE: Wednesday, December 4, 2013

TIME: 4PM-9PM

LOCATION: DOWNTOWN PLACENTIA

ACTIVITIES:

- Food, craft, display and game booths,
- Live entertainment in staged area,
- Beer and Wine Booths,
- Posada Re-enactment (Ruby Elementary School has committed to providing children, rehearsing them for the Posada segment)
- Santa Claus Village (Placentia Rotary has committed to providing Santa Claus, providing toys for the children, setup and staging of elves.)
- Holiday Tree Lighting (Working with Cultural Arts Commission)
- Santa's Journey via electronics with screen background
- Decoration of Main Stage

**REQUEST FOR SERVICES NEEDED FROM THE CITY OF PLACENTIA
AT A TOTAL COST OF \$8,000.00 TO BE PAID BY THE
PLACITA SANTA FE MERCHANTS ASSOCIATION**

Department of Community Services:

Provide a Staff liaison, Felipe Zambrano, to be a member of the planning committee

Mr. Zambrano to be in attendance for event & provide:

Direction for set-up, logistics of event, teardown

Provide assistance with red-shirts on day of event for set-up & teardown

Advertise in Placentia Quarterly and City Website, Don-a-Vee Marquee

Assist in Vendor notification and vendor check-in and parking

Provide communication with Sam's Club to allow parking for shuttle.

Provide Shuttle Service to event

Provide First Aid Station

Provide Banner space on Kraemer Blvd. and Chapman Aves.

Other support you may feel necessary

Department of Public Works:

Provide cones and signs in appropriate streets notifying of street closure day of.

Close off all required streets.

Provide Barricades

Provide services for clean up during and after event

Provide Street sweepers after event.

Other support you may feel necessary.

Police Department:

Provide event patrol during event.

Provide Explorers or cadets during event.

Other support you may feel necessary.

Fire Department:

A fire truck to transport Santa Claus from Fire Station to Old Town for his appearance.

Payment:

Payment for said services will be a total of \$8,000.00 from the Placita Santa Fe Merchants to the City of Placentia. We would like to request to give a deposit of \$2000.00

during the Month of November, another payment of \$2000.00 December and the balance of \$4000.00 to be paid by the end of January.

It is also our intent to obtain an ABC permit to sell beer and wine at event and this will be done in accordance with the guidelines of The City of Placentia and Department of ABC as we have always done in the past.

I would like to express my sincere gratitude to the City of Placentia and City Council for all past support in helping us make these events tremendously successful. Showcasing the downtown area and bringing the community together in these family events is very important to all of us. Thank you for your consideration.

Best Regards,

Rosalina Davis

Rosalina Davis, Chairperson

19th Annual Tamale Festival and Las Posadas

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY SECTIONS 23.76.050 and 10.28.010 OF THE PLACENTIA MUNICIPAL CODE FOR THE OPERATION OF THE LAS POSADAS AND TAMALE FESTIVAL ON DECEMBER 4, 2013 ON THE 100 AND 200 BLOCKS OF SANTA FE AVENUE AND THE 200 BLOCK OF BRADFORD AVENUE.

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.

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 Las Posadas and Tamale Festival on 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue on Wednesday, December 4, 2013, from 4:00 p.m. to 9:00 p.m.

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 Las Posadas and Tamale Festival on 100 and 200 Blocks of Santa Fe Avenue

and the 200 Block of Bradford Avenue on Wednesday, December 4, 2013, from 4:00 p.m. to 9:00 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 and ADOPTED this 17th day of September 2013.

Scott W. Nelson, MAYOR

ATTEST:

Patrick J. Melia, CITY CLERK

I, PATRICK J. MELIA, 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 17th day of September 2013, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW ARCZYNSKI, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: SEPTEMBER 17, 2013

SUBJECT: **CONSIDERATION OF AN AGREEMENT WITH THE CITY OF BREA TO FUND A PRELIMINARY IMPLEMENTATION PLAN TO CONSOLIDATE POLICE DISPATCH OPERATIONS**

FISCAL IMPACT: EXPENSE: \$22,734 (ACCOUNT NUMBER 101511-6001)

INTRODUCTION:

Municipalities everywhere have been greatly impacted financially from the recent recession and the many takeaways from the State of California. As a result, shared services have become a popular strategy with cities for creating monetary savings and service efficiencies. In light of the potential savings and service efficiencies that can be achieved through shared services, the cities of Brea, Buena Park, Fullerton, La Habra and Placentia have engaged a consultant to assist the cities in an evaluation of shared public safety services. The consultant has prepared a high-level feasibility study confirming that sharing public safety services is not only feasible, but could result in significant savings as well. The consultant also recommended that the cities consider an incremental approach to shared services starting with dispatch services. Following a series of briefings by the City Managers and Police Chiefs to each of the five City Councils, it was the consensus of all of the cities to move forward with an implementation plan for sharing of dispatch services. This action approves an agreement with the City of Brea to fund a preliminary implementation plan to consolidate police dispatch operations.

RECOMMENDATION:

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

1. Approve an agreement with the City of Brea for a total cost share of \$22,734, which includes a 15% contingency for professional consulting services for a preliminary implementation plan to consolidate police dispatch operations; and
2. Authorize the City Administrator to execute the agreement on behalf of the City.

DISCUSSION:

Over the past four years, the North Orange County City Manager's Committee has been at the forefront of the shared services movement, discussing and creating ways to consolidate services in the region for maximum efficiency and cost-savings to taxpayers. Several successful partnerships have stemmed from this Committee, creating savings and efficiencies to each city involved.

1.o.

September 17, 2013

One of the Committee's main discussion points for the past year has revolved around sharing public safety services in order to gain efficiencies that are not currently being realized. In 2012, the cities of Brea, Buena Park, Fullerton, La Habra, and Placentia hired Citygate Associates, LLC to conduct a high-level feasibility study. The purpose of the feasibility study was to assess the feasibility of sharing law enforcement services among our North Orange County cities within the parameters of the following goals:

- Maintaining Local Control
- Achieve Monetary Savings
- Meet or Exceed Response Times and Customer Service
- Demonstrate Good Governance

Citygate Associates has completed their study which confirms that full consolidation is feasible; however it recommended that the cities proceed in an incremental manner. Several police functions were identified as possible incremental steps, including sharing dispatch services. Following briefings by the City Managers and Police Chiefs to each of the five City Councils in April and May of this year, all of the cities have agreed to move forward with the preparation of an implementation plan for the consolidation and sharing of dispatch services.

The cities have requested and received a proposal from Deloitte Consulting, LLP to create a Preliminary Implementation Plan as a necessary step to develop precise information about investment costs and potential savings when consolidating dispatch services. Deloitte Consulting, LLP is one of the premier consulting firms in the country and comes highly recommended from previous clients who contracted for related work. The lead consultant on this project, Stephen Lee, has an extensive resume including prior experience with consolidating dispatch centers. He also currently serves as the consultant advisor for the Integrated Law and Justice Agency of Orange County (ILJAO), an organization of which all five cities are members. He has consulted with ILJAO for the past 12 years, and as a result, Mr. Lee is intimately familiar with each police department and the Computer Aided Dispatch/Records Management Systems (CAD/RMS) that each agency currently uses.

Deloitte Consulting, LLP proposes to perform the following key tasks to create the Preliminary Implementation Plan:

1. Assemble the data for the project that has been collected and developed to date and supplement it where needed to create a more complete picture of both operational costs and potential savings.
2. Develop a better understanding of the potential consolidation options available and develop a preliminary budget and estimate of the projected savings.
3. Develop operational cost estimates including dispatch center sizing and staff level estimates and then examine the cost and operational implications of consolidating to a single or two dispatch centers.
4. Explore potential cost sharing formulas for the establishment of the system that allows the participating cities to determine if proceeding with the consolidation and shared services project has a compelling value proposition.

Some other important aspects of the work scope include identifying other stakeholders that need to be involved with implementation process, and meeting with CAD/RMS providers to discuss the concept, receive feedback on possible options, and consider operational and cost implications. Perhaps the most important aspect of the implementation plan is identifying the investment costs and potential savings that will result from consolidating dispatch operations. The cities are already facing a significant cost to implement a required upgrade to the County wide communication system. This upgrade will take place in 2018, but specific components must be purchased as soon as fiscal year 2014/1015. Therefore, in order for the cities to take advantage of any potential cost savings from not having to purchase capital equipment, as well as the inherent ongoing savings from a shared dispatch system time is of the essence to complete this study.

The work is estimated to take 5-6 weeks to complete and will culminate with a 40-60 page written report that includes a Preliminary Implementation Plan. This plan will provide each city the information necessary to make the decision of whether or not to move forward with the implementation phase.

The City of Brea will enter into a Professional Services Agreement with Deloitte. In order to coordinate payment of Deloitte's services, the City of Brea will make payments and will proportion the invoices to the participating cities. Each city will reimburse the City of Brea for its proportional share of the costs of the study. Including a 15% contingency, Placentia's share will not exceed \$22,734.

FISCAL IMPACT:

The total not-to-exceed cost of the Preliminary Implementation Plan is \$128,000. Since this study involves five agencies, the cost will be divided among the agencies based on a formula that takes into account the population served by each and the annual calls for service each incurs. The City's share of the study costs will not exceed \$22,734. Funding for the City's share of the cost is available in the current year budget.

Prepared by:



Troy L. Butzlaff, CMA-CM
City Administrator

ATTACHMENT:

Proposed Agreement with the City of Brea

AGREEMENT TO FUND PRELIMINARY IMPLEMENTATION PLAN

This agreement dated August 20, 2013 for purposes of convenience and identification only, is made and entered into by and between the City of Brea, 1 Civic Center Circle, Brea, CA 92821, the City of Buena Park, 6650 Beach Boulevard, Buena Park, CA 90622, the City of Fullerton, 303 W. Commonwealth, Fullerton, CA 92832, the City of La Habra, 201 E. La Habra Boulevard, La Habra, CA 90633, and the City of Placentia, 401 E Chapman Avenue, Placentia, CA 92870 (collectively referred to as "Agencies").

A. Recitals.

(i) Agencies desire to have a Preliminary Implementation Plan conducted to identify the costs and savings associated with sharing police dispatch operations at a regional level.

(ii) The City of Brea has received a proposal from Deloitte Consulting, LLP ("Deloitte") dated July 3, 2013 to conduct a Preliminary Implementation Plan ("Proposal") for the Agencies.

(iii) At this time, the City of Brea has entered into a written agreement with Deloitte to conduct the Proposal.

(iv) The Proposal is expected to be completed within six (6) weeks from the effective date of the awarded contract and will conclude with a 40-60 page report to the participating Agencies.

(v) Based upon the Proposal submitted by Deloitte, the full and complete cost for all services to be provided by Deloitte shall not exceed the sum of One Hundred Twenty-Eight Thousand Dollars and Zero Cents (\$128,000.00).

(vi) The Agencies have agreed that the cost of conducting the Proposal shall be funded by the Agencies as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE AGENCIES HERETO AGREE AS FOLLOWS:

1. The full and complete cost for all services to be provided by Deloitte shall be funded by the Agencies as follows:

The City of Fullerton will pay \$47,511 of the total cost, the City of Buena Park will pay \$23,695, the City of La Habra will pay \$21,308, the City of Placentia will pay \$19,769, and the City of Brea will pay \$15,717.

2. The City of Brea has agreed to provide an employee to serve as a Project Manager. The other four Cities have agreed to reimburse Brea for 40% of employee's total compensation. These costs will be divided equally among the four Cities.

3. Upon making any payment for services rendered by Deloitte, the City of Brea shall provide a statement to the other parties hereto for reimbursement to the City of Brea of that party's proportionate share of that payment reflected in paragraph 1 and 2 above, payable within 30 days of the date of that statement.

4. This Agreement shall remain in full force and effect for the duration of the project described herein, and may only be changes by written agreement signed by authorized representatives of the Agencies.

IN WITNESS WHEREOF, the Agencies hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Dated: _____

CITY OF BREA:

City Manager

Dated: _____

CITY OF BUENA PARK:

City Manager

Dated: _____

CITY OF FULLERTON:

City Manager

Dated: _____

CITY OF LA HABRA:

City Manager

Dated: _____

CITY OF PLACENTIA:

City Manager

CITY OF BREA

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. Parties and Date.

This Agreement is made and entered into this **20th day of August, 2013**, by and between the City of Brea, a **municipal corporation** organized under the laws of the State of California, with its principal place of business at 1 Civic Center Circle, Brea, California, 92821 ("City") and **Deloitte Consulting, LLP**, a **professional corporation**, with its principal place of business at **980 9th Street, Suite 1800, Sacramento, California 95814** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of conducting a Police Services Feasibility Analysis on the sharing of police services as required by the City, on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing this type of consulting services to public clients, is licensed in the State of California to perform such services, and is familiar with the City's needs and requirements.

2.2 Project.

City desires to engage Consultant to render such professional services necessary to provide a Preliminary Implementation Plan based on the Analysis referenced in Section 2.1, above (collectively, "Project"), and as set forth in this Agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional and consulting services necessary to complete the Project (collectively, "Services"). The Services are more particularly described in the "Scope of Services," Exhibit

"A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Services provided by Consultant may include advice and recommendations, but Consultant shall not be authorized to bind, or make any decisions on behalf of the City, in connection with the implementation of such advice and recommendations.

3.1.2 Term. The term of this Agreement shall commence upon the effective date and shall continue until the completion of the Project, unless earlier terminated as provided herein. Consultant shall satisfactorily complete the Services within the time specified in Section 3.2.2 herein, and shall meet any other agreed upon schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City before payment for such work shall be made.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of

such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Stephen Lee, Director and Amanda Daflos, Consulting Manager.**

3.2.5 City's Representative. The City hereby designates **Tim O'Donnell, City Manager**, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City's Representative shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.4 of this Agreement. Consultant shall not accept direction or orders from any person other than the City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Stephen Lee, Director**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, and without limiting remedies available to the City for breach of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services

necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care required herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If Consultant performs any work contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$2,000,000 per occurrence and no less than \$3,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$2,000,000 combined limit for each occurrence.

(c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(d) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be provided for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been approved by the City.

(a) The policy or policies of insurance required by Sections 3.2.10.2(a) and (b), Commercial General and Automobile Liability, shall be endorsed to provide the following:

(1) Additional Insureds: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; (4) contain any other exclusions contrary to the Agreement; or operate in any manner so as to provide less coverage or protection to the additional insureds as is provided to Consultant.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(3) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation

has been served upon the City, except that ten (10) days prior notice shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2(d) Professional Liability, shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except that ten (10) days prior notice shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2(c), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except that ten (10) days prior notice shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant waives all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the

expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as Additional Insureds to the Subconsultant's policies. Consultant shall provide to City satisfactory evidence of such insurance as required under Section 3.2.10.1 of this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Responsibilities of City.

3.3.1 City shall cooperate with Consultant hereunder, including, providing Consultant with reasonable facilities and timely access to data, information, and personnel of City. City shall be

solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to Consultant for purposes of the performance of the Services; (c) making all management decisions, performing all management functions and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; and (f) establishing and maintaining internal controls, including monitoring ongoing activities. Consultant's performance is dependent on timely and effective satisfaction of City's responsibilities hereunder and timely decisions and approvals of City in connection with the Services. Consultant shall be entitled to rely on all decisions and approvals of City

3.4 Fees and Payments.

3.4.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Total and complete compensation for satisfactory completion of the Services, including all reimbursables, shall not exceed the maximum amount of one hundred twenty-eight thousand dollars and zero cents (\$128,000.00) for the Project, without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.4.2 Payment of Compensation. Consultant shall submit to City periodic invoices which indicate work completed and hours of Services rendered by Consultant. The invoice shall describe in detail the Services provided since the initial commencement date, or since the start of the applicable billing periods, as appropriate, through the date of the invoice. Additionally, the invoice shall include the total charge and the breakdown of the four separate charges, one for each of the five (5) cities identified in Exhibit "C", which are financially contributing to the cost of the Project, based on the percentages described in Exhibit "C". City shall, within thirty (30) days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. The City may withhold payment of any invoice pending receipt of any deliverables or satisfactory performance of Services to which the invoice applies.

3.4.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.4.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which is not expressly set forth in the Scope of Services, or which cannot be reasonably implied as being within the Scope of Services and which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from

the City. The City Manager may approve additional work not to exceed the total amount of \$25,000, or such other amount as permitted under the City's purchasing ordinance. Any additional work in excess of this amount shall be approved by the City Council.

3.5 Accounting and Auditing Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall maintain and allow inspection of all working papers (work, back-up data, and documents), proceedings, and activities related to this Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, for any or no reason, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to and accepted by the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such Documents and Data, and other information within fifteen (15) days of the request.

3.6.1.3 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all insurance and indemnity provisions contained in this Agreement.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Deloitte Consulting, LLP**
980 9th Street, Suite 1800
Sacramento, California 95814
ATTN: **Stephen Lee**

City: City of Brea
1 Civic Center Circle
Brea, CA 92821
ATTN: Tim O'Donnell

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Except as provided above with respect to service by mail, actual notice shall be deemed adequate notice on the date actual notice occurred.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents and Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded electronically, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared and delivered directly to the City by professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. Consultant shall defend, indemnify and hold City, its officials, officers and employees free and harmless with respect to any and all claims and liabilities for infringement of any proprietary or intellectual property rights or interest arising out of or related to Consultant's provision, and/or City's use, of any of the Documents and Data or other deliverables for any of the purposes described or referenced in Section 3.1.1, Scope of Services, of this Agreement. In the event any use of any of the Documents and Data or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Documents and Data and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Documents and Data and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

3.6.3.2 Ownership of Work Product.

(a) Unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in the CITY pursuant to subsection (a), above.

3.6.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed by Consultant to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, website, television or radio production or other similar medium without the prior written consent of City.

3.6.3.4 Confidential Information. The City shall refrain from releasing information identified in writing by Consultant as proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to seek a court order prohibiting City's release of Proprietary Information. Absent such court order, the City may release the Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

3.6.4 Harassment Policy. Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned

to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.6.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.7 Indemnification.

3.6.7.1 Indemnity for Professional Services. In connection with its professional services, Consultant shall hold harmless, defend and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

3.6.7.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 3.6.7.1, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 3.6.7.2 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

3.6.7.3 Prompt Notice. As a condition to the indemnity obligations contained herein, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. Except as provided in Section 3.6.7.2, the indemnifying party shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

3.6.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No representation, agreement or promise, express or implied, that is not set forth herein, shall be binding or have any force or effect. The provisions of this Agreement shall govern over any inconsistent provisions contained in any exhibit hereto.

3.6.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in the Superior Court of the County of Orange, California.

3.6.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.11 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.13 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.17 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect upon the written agreement of the Parties' representatives.

3.6.19 Prohibited Interests. Consultant hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with Consultant in connection with this Agreement. Consultant hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. Consultant further warrants on behalf of itself and its officers, employees, associates and subcontractors, if any, that they 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 shall retain the right to perform similar services for other clients, but neither Consultant nor any of its officers, employees, associates and subcontractors shall, without the prior written approval of the City's Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or any of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any subcontracts which Consultant executes in connection with the performance of this Agreement.

3.6.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines, if any, currently in effect or hereinafter enacted.

3.6.21 Labor Code Compliance.

3.6.21.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates on public works construction. Pursuant to California Labor Code Section 1720(a)(1), "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. If the Services are being performed as part of an applicable "public works" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant may obtain the prevailing rates of per diem wages in effect at the commencement of this Agreement by visiting the website of the California Department of Industrial Relations at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.6.21.2 Workers Compensation. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing performance of the Services.

3.6.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.24 Warranty. This is a Services Agreement. Consultant warrants that it shall perform the Services in good faith and in a professional manner. Except as otherwise provided in this Agreement, Consultant disclaims all other warranties, either express or implied, including, warranties of merchantability and fitness for a particular purpose.

3.6.25 Force Majeure. Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

3.6.26 Limitation of Actions. No action, regardless of form, relating to the Agreement, may be brought by either party more than one year after the cause of the action has accrued, except that an action for non-payment may be brought not later than one year following the due date of the last payment owing to the party bring such action.

CITY OF BREA

Deloitte Consulting, LLP

By: _____
Ron Garcia, Mayor

By: _____
Stephen Lee, Director

Attest:

By: _____
Cheryl Balz
City Clerk

Approved as to Form:

By: _____
Richard, Watson, and Gershon
City Attorney

Exhibit "A"

Scope of Services

The core of the scope of work, describing the tasks, activities, deliverables and responsibilities for the Project are described in the following tables:

Task	Deloitte Consulting Activities	Stakeholder Cities' Role	Work Products	Acceptance Criteria	Timing
Inception	<ul style="list-style-type: none"> - Confirm project scope - Obtain sponsors' perspective of requirements - Orient Client and Deloitte Consulting project team members - Refine and finalize project work plan - Conduct project kick-off - Schedule initial meetings and interviews 	<ul style="list-style-type: none"> - Provide guidance to the scope and the supporting work plan - Identify project sponsor and participants - Identify and schedule initial interviewees 	<ul style="list-style-type: none"> - Identification of project team members - Project work plan - Kick-off meeting - Initial interview schedule 	<ul style="list-style-type: none"> - Orientation completed based on onboarding documents - Project work plan developed based on Engagement Letter requirements - Project kick-off meeting held 	Week 1
Baseline Data Gathering and Validation	<ul style="list-style-type: none"> - Gather and examine data developed during the Citygate project - Identify other data sources that have been compiled to date - Examine data at hand and identify gaps and new data needs - Report data needs and contact key stakeholders to gather data or identify required data - Discuss data with key stakeholders to validate its accuracy and utility. - Compile baseline data set 	<ul style="list-style-type: none"> - Provide access to appropriate stakeholders for knowledge transfer, data gathering and validation - Proactively gather and provide data to Deloitte team - Provide constructive feedback on validity and accuracy of data collected 	<ul style="list-style-type: none"> - Baseline data set 	<ul style="list-style-type: none"> - Data accurately reflects current operations, technology, costs and staff levels 	Week 1

Task	Deloitte Consulting Activities	Stakeholder Cities' Role	Work Products	Acceptance Criteria	Timing
Examine As Is Facilities and Technology	<ul style="list-style-type: none"> - Meet with each of the 5 departments to discuss the current state and status of their CAD and RMS infrastructure and the physical attributes of their dispatch facilities and their ability to accommodate the shared services facility - Collect information on the available space at each of the departments for call taking, dispatch operations data center and server hosting capability and nature of network capacity and infrastructure at facility - Compile a summary of the CAD and RMS system considerations of the departments that will impact consolidation and shared services. - Compile options discussion presentation that examines potential consolidation and shared services options 	<ul style="list-style-type: none"> - Provide knowledgeable resources and system documentation - Validate gap analysis 	<ul style="list-style-type: none"> - Preliminary CAD and RMS system considerations summary - Options Analysis Discussion Presentation 	<ul style="list-style-type: none"> - Deliverables accurately reflect situation at participating departments - Options will include consolidating to a single dispatch center, operating two dispatch centers on either a dual live or backup basis. 	Week 1

Task	Deloitte Consulting Activities	Stakeholder Cities' Role	Work Products	Acceptance Criteria	Timing
Identify Outside Influencers	<ul style="list-style-type: none"> - Identify external influencer entities that will potentially undertake actions that will impact dispatch operations from a cost or process perspective in the coming years. - Meet with the Orange County Regional Radio Task Force to develop a better understanding of their plans for the coming upgrade of dispatch center equipment and to gather preliminary information on the costs associated with those upgrades. - Explore the implication of using a single dispatch center for dispatch operations of multiple departments with this group. - Meet with up to two additional entities identified as external influencers to discuss potential impact on dispatch operations in Orange County 	<ul style="list-style-type: none"> - Provide input into the which potential external influencers should be engaged - Facilitate scheduling of meetings with external agencies including the Orange County Regional Radio Group 	<ul style="list-style-type: none"> - Memo or meeting record documenting the information gathered and outlining issues identified during external influencer interviews 	<ul style="list-style-type: none"> - Information accurately represents information gathered 	Week 2

Task	Deloitte Consulting Activities	Stakeholder Cities' Role	Work Products	Acceptance Criteria	Timing
Understand Existing Technology Capabilities and Limitations	<ul style="list-style-type: none"> - Meet (likely by telephone) with up to three of the existing CAD and RMS vendors serving the participating agencies to discuss the concepts emerging for consolidation and the implications of consolidation on the existing systems and the options for utilizing all or part of their existing systems in the consolidated environment. - Initiate preliminary discussions on the potential costs associated with modifying or updating those systems to operate in the consolidated environment. 	<ul style="list-style-type: none"> - Facilitate meetings with CAD and RMS vendors - Encourage vendors to participate in open discussions and provide information regarding options and potential operational and cost implications - Participate in meetings as appropriate and feasible 	<ul style="list-style-type: none"> - Meeting records of the sessions conducted with each of the CAD and RMS vendors - Updated CAD and RMS system considerations summary - Updated Options Analysis Discussion Presentation 	<ul style="list-style-type: none"> - Deliverables accurately reflect information gathered and the situation at participating departments 	Week 2
Compile Preliminary Best Practices and Standards	<ul style="list-style-type: none"> - Contact one or two dispatch operations standards organizations including the Association of Public Safety Communications Officers (APCO) to gather statistics on staffing levels, service levels and operating volumes - Contact up to three dispatch centers to get additional perspective on service and staffing levels. 	<ul style="list-style-type: none"> - Facilitate introductions or reinforce requests for meetings - Participate in meetings as appropriate and feasible 	<ul style="list-style-type: none"> - Memo or meeting record documenting the information gathered and outlining issues identified 	<ul style="list-style-type: none"> - Information accurately represents information gathered 	Week 2 / 3

Task	Deloitte Consulting Activities	Stakeholder Cities' Role	Work Products	Acceptance Criteria	Timing
Refine Cost Estimates	<ul style="list-style-type: none"> - Assemble the preliminary implementation cost estimate - Refresh the existing models to determine staff cost savings. - Conduct up to two working sessions to work through and refine cost models 	<ul style="list-style-type: none"> - Provide existing cost estimate information and staffing models - Provide information on staffing and costs as requested. - Participate in cost working sessions as appropriate 	<ul style="list-style-type: none"> - Spreadsheet based implementation and operational cost estimate 	<ul style="list-style-type: none"> - Cost information accurately represents situation and is sufficient to allow for understanding of project life cycle 	Week 3
Develop Cost Sharing Models	<ul style="list-style-type: none"> - Identify and examine cost sharing mechanisms (population, calls for service, department size etc) to be considered for use - Develop preliminary versions of 2 to 4 cost sharing models for consideration - Conduct working session with client staff to work through candidate models and identify issues implications and opportunities - Refine selected cost sharing model for use 	<ul style="list-style-type: none"> - Provide candidate cost sharing models for consideration - Review cost sharing model options and provide input - Participate in working sessions 	<ul style="list-style-type: none"> - 2 to 4 Candidate cost sharing models for consideration - Cost sharing spreadsheet model for selected option - Presentation outlining the cost sharing model evaluation and selection process 	<ul style="list-style-type: none"> - Selected model is understandable by City financial staff and suitable to use in the early stages of the project by financial analysts. - Presentation accurately represents options considered and the process of selection and refinement of the model 	Week 3

Task	Deloitte Consulting Activities	Stakeholder Cities' Role	Work Products	Acceptance Criteria	Timing
Validation Workshop	<ul style="list-style-type: none"> - Conduct a single day workshop with key stakeholders where technical, facility and operational options will be explored and evaluated and the cost implications of various approaches discussed. 	<ul style="list-style-type: none"> - Active participation in the workshop - Provide constructive input to materials developed and workshop content 	<ul style="list-style-type: none"> - Workshop presentation and discussion materials - Record of outcome of workshop 	<ul style="list-style-type: none"> - Presentation materials suitable for explaining the issues and options and facilitating discussion - Workshop record accurately reflects the key outcomes of the workshop 	Week 4
Compile Final Report	<ul style="list-style-type: none"> - Develop 40 to 60 page narrative report that documents the findings for a management level reader - Assemble data collected into an electronic archive (CD or similar media) and provide to client project leadership - Compile executive presentation that summarizes the results of the project 	<ul style="list-style-type: none"> - Review and provide input to the feedback of the narrative report 	<ul style="list-style-type: none"> - 40 to 60 page narrative report - Executive presentation document - Data library 	<ul style="list-style-type: none"> - Narrative report that accurately reflects the analysis undertaken during the project 	Week 4
Develop Preliminary Project Plan	<ul style="list-style-type: none"> - Develop medium level (Tasks defined at 30 day increments) Gantt Chart that lays out the schedule and approach for implementation of the consolidated dispatch center - Develop narrative (10 to 15 pages) that describes the activities provided in the Gantt Chart 	<ul style="list-style-type: none"> - Review and provide input to the feedback to the plan and narrative 	<ul style="list-style-type: none"> - Gantt chart project plan and schedule - 10 to 15 page narrative project plan 	<ul style="list-style-type: none"> - Plan defines activities of duration no longer than 30 days. - Plan is at sufficient level of detail to allow stakeholder cities to move to next phase of project 	Week 5

Task	Deloitte Consulting Activities	Stakeholder Cities' Role	Work Products	Acceptance Criteria	Timing
Executive Presentations	<ul style="list-style-type: none"> - Present results of the project to audiences on up to two occasions in the weeks following the close out of the project. 	<ul style="list-style-type: none"> - Schedule presentation sessions 			Week 5 / 6

Exhibit "B"

Schedule of Services

Schedule for Services Provided

The Consultant shall complete Project within six weeks of the start of their first task. Under Exhibit "A", the table indicates the schedule for each task listed as part of the Scope of Services. The tasks shall be completed by no later than 30 days after the proposed timeline indicated below.

After the completion of the Project, future activities are expected. At that point, it will be appropriate to move to an implantation phase and take specific next steps regarding the governance and human resource considerations. These may include:

- Gathering of specific dispatch technology operational and technical requirements to be used for selection of the future dispatch systems.
- Development of procurement documents including requests for proposal for required building renovations, infrastructure and technology.
- Finalization of the actual operating model including consideration of the use of joint powers authorities and development of governance structures and operating contracts between the participating agencies.
- Examination of human resource implications including employment considerations, salaries, employee transfers, role assignments and the staff supervisory and management model.

Exhibit "C"

Compensation

Consultant shall be paid for services rendered in accordance with Section 3.4 of the Agreement, and as described above under the Schedule of Professional Fees for the consultant services, a not-to-exceed fee of **one hundred twenty-eight thousand dollars and zero cents (\$128,000.00)** for the Project. Should not all of the services rendered in the proposal be needed with this Project, then the charge for that service will not take place.

Consultant will invoice the charges in two steps. An invoice for \$50,000 will be issued in week 3 and a second invoice for the balance of the project fee will be issued upon delivery, approval and acceptance by the City of the Final Report in week 5 of the Project.

The cost of the study will be spread out by the five Cities participating in the project. Below is a breakdown of the amounts. Consultant agrees that they will use these percentages when invoicing City for work conducted and provide 4 additional copies of invoices sent to City.

Police Agency	Percentage Charge	Cost Per Agency
Fullerton	37.12%	\$47,510.79
Buena Park	18.51%	\$23,695.26
La Habra	16.65%	\$21,308.39
Placentia	15.44%	\$19,768.55
Brea	12.28%	\$15,717.00
Total	100.00%	\$128,000.00



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 17, 2013

SUBJECT: **REQUEST FOR CITY COUNCIL CONSENT TO UTILIZE HR GREEN, INC. AS SUCCESSOR IN INTEREST TO WILLDAN ENGINEERING FOR ENGINEERING SERVICES AND AUTHORIZE DEPARTMENT OF PUBLIC WORKS TO EXECUTE DOCUMENTS NECESSARY TO FORMALIZE AGREEMENT**

FISCAL IMPACT:

EXPENSE:	\$6,720 PER MONTH FOR AS-NEEDED CITY ENGINEERING SERVICES
OFFSETTING REVENUE:	ENGINEERING DEPOSITS
BUDGETED:	AS-NEEDED ENGINEERING – 20% Account No. 103550-6015, 80% Account No. 484356-6015

SUMMARY:

On December 1, 2009 City Council approved a contract with Willdan Engineering for as-needed engineering services. On December 12, 2012, the City Council approved a two (2) year extension. The City's current City Engineer informed the City that he was leaving Willdan Engineering on September 16, 2013 for employment with HR Green. This action will approve an agreement with HR Green to retain the current City Engineer for two (2) additional years with no change in rates charged by the consultant.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a two-year professional services agreement with HR Green for as-needed civil engineering services; and
2. Authorize the City Administrator to execute subject documents on behalf of the City in a form approved by the City Attorney.

DISCUSSION:

The Public Works Department provides technical engineering services through the use of professional consultants on an as-needed basis for civil engineering functions. In late 2009 the City issued a Request for Proposals for City Engineer services. Several proposals were received and top rated candidates were invited to interview. Based on that process, staff recommended that City Council approve professional services contracts with Willdan Engineering for City Engineer.

The Engineering Division is tasked to complete multiple projects within the next several months including various concrete repair and replacement projects, the Safe Routes to Schools Sign Update, Citywide

1.p.

September 17, 2013

Speed Survey, Richfield and Orchard traffic signal, Richfield Road Widening, and a Citywide Boundary Map Book among other day-to-day engineering tasks. To assist the division in completing these projects/tasks within the necessary timeframes, a professional engineer is needed. Jim Smith has served as the City Engineer under a contract with Willdan Engineering since December of 2009. Mr. Smith's work history includes serving as City Engineer for the cities of Bullhead City AZ, Garden Grove, Yorba Linda, Norwalk, Calimesa, and Indio, CA. Mr. Smith recently announced his separation with Willdan Engineering and his employment with HR Green. Due to the complexity of these projects and the importance of maintaining a consistent approach, staff is recommending a contract with HR Green be executed for a two (2) year term to utilize the services of our current City Engineer.

The City has received better than satisfactory service from current City Engineer over the last three (3) plus years. The current City Engineer has extensive local agency background, is familiar with capital improvement projects, and is experienced in handling the many challenges faced by local agencies in today's economy.

FISCAL IMPACT:

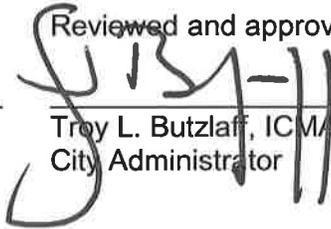
There is no change in the contractor's fee schedule. As-needed Engineering Services are funded in the current FY 13/14 budget.

Prepared by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

**CITY OF PLACENTIA
ENGINEERING SERVICES AGREEMENT**

This Agreement is made and entered into this 17th day of September 17, 2013, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and HR Green (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY requires professional engineering and design services pertaining to **providing engineering services**, ("Work" hereinafter).

(ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Work.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Scope of Services: The provision of Engineering and Design Services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern. Consultant shall adhere to all Federal requirements located in Exhibit "C".

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of

CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) CITY shall pay CONSULTANT a maximum sum of **\$80,640** per year for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.

(c) Such information as is generally available from CITY files applicable to the Work.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default

for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, 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.

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: HR Green, Inc.
PO Box 384
Des Moines, IA 50302
Attn: Roy Stephenson, PE

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "B," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in Exhibit "A."

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken

out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code § 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

“I am aware of the provisions of § 3700 of the California 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 Agreement.”

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees (“Indemnitees”), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (“Claims”), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit “A” without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, such failure shall be deemed a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorney's fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: CONSULTANT shall not assign any interest in this contract without the prior written approval of CITY. Should CONSULTANT assign any interest in this contract without the prior written approval of the CITY, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) Legal Requirements. 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. CONSULTANT

shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) Non-liability of City Officers and Employees. No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Work during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Work performed under this Agreement.

(e) Nondiscrimination. In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. 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, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However,

CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any work or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Work, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of One Hundred dollars (\$ 100) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. **Independent Contractor:** The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. **Attorneys' Fees:** In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. **Authority to Execute:** The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

CITY

Troy L. Butzlaff, ICMA-CM
City Administrator

ATTEST:

Patrick J. Melia
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 17, 2013

SUBJECT: **FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING SECTION 13.28.010 OF CHAPTER 13.28 OF TITLE 13 OF THE PLACENTIA MUNICIPAL CODE ESTABLISHING PRIMA FACIE SPEED LIMITS**

FISCAL
IMPACT: NONE

SUMMARY:

This Agenda Report transmits the Engineering and Traffic Survey Report to the City Council for its approval. The purpose of this report is two-fold in that it 1) Recommends revision of the speed limit on several streets and 2) Permits the continued radar and lidar enforcement of speed limits throughout the City. The Report provides the basis of a proposed Ordinance amending Chapter 13.28 (speed limits) of the Placentia Municipal Code. This action will conduct a First Reading and introduction of the proposed Ordinance and set a date for a Second Reading and Adoption.

RECOMMENDATION:

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

1. Approve the Engineering and Traffic Survey Report as submitted.
2. Waive full reading, reading by title only, and introduce for first reading; Ordinance O-2013-__, An Ordinance of the City Council of the City of Placentia, California, Amending Section 13.28.010 of Chapter 13.28 of Title 13 of the Placentia Municipal Code Establishing Speed Limits on Certain Streets.

DISCUSSION:

The California Vehicle Code has established the "basic speed law," which states that "No person shall drive a vehicle...at a speed greater than is reasonable or prudent...and in no event at a speed which endangers the safety of persons or property" (§ 22350). The Vehicle Code also includes certain prima facie speed limits (as defined in the accompanying report) in business, residential and school locations (§ 22350), as well as a maximum speed limit of 65 miles per hour (mph) at all other locations (§ 22348). All further references are to the California Vehicle Code.

4.a.

September 17, 2013

It is the responsibility of the local authority to establish "intermediate" speed limits where it deems necessary. These limits may be set at 30, 35, 40, 45, 50, 55 or 60 mph based on the results of an Engineering and Traffic Survey of existing vehicular and roadway conditions.

The Engineering Division, under the direction of the Traffic Engineer, is charged with the responsibility of conducting the necessary Engineering and Traffic Survey. This study is required to be performed at least once every five, seven or ten years, depending on the situation, in order to legally enforce the posted speed limits using radar or other electronic devices (§ 40802). The City of Placentia qualifies for a seven-year period. Since this period will elapse shortly, an updated Engineering and Traffic Survey report has been prepared for the City Council's consideration.

State law sets down the basic rules regarding how speed limits are set. Caltrans has developed procedures described in the *California Manual on Uniform Traffic Control Devices* (CA MUTCD) regarding how to implement the laws through an Engineering and Traffic Survey. Speed limits nationwide are based on the 85th percentile speed or Critical Speed, as determined through a radar speed survey. The 85th percentile speed is the speed at or below which 85 percent of the vehicles are traveling. State law requires that speed limits be set at the 5 mph increment closest to the 85th percentile speed, by rounding up or down. For instance, if the critical speed is 37 mph, it would be rounded down to 35 mph. If the critical speed is 38 mph, it would be rounded up to 40 mph. If it is 35 mph, it would remain at 35 mph.

Cities may reduce the speed limit by another 5 mph below the rounded speed, but must justify the establishment of the reduced speed limits for them to be enforceable. Allowable justifications include higher than expected accident rates, pedestrian and bicycle safety, and conditions not readily apparent to motorists. In any case, the speed limit cannot be set lower than 5 mph below the 5 mph increment closest to the 85th percentile speed.

Care must be exercised when further lowering speed limits. Speed limits are not just used to regulate speed. They are also the basis of the yellow clearance time at traffic signals, the length of red curb for corner sight distance, the placement of traffic warning signs, and the length of tapers when traffic lanes are being dropped or when traffic is being moved over during construction. Public safety may be at risk if these elements of traffic control are too short, including when based on a speed limit that is posted too low. Some of the recommended speed limits have been reduced the additional 5 mph. Each was carefully considered, and a variety of factors were examined before the recommendation was made.

The existing and recommended speed limits are summarized in the attached table. Of the 73 total street segments, it is recommended that the speed limits be increased on six street segments, decreased on eight other segments, and remain the same on 55 segments. Speed limits at the remaining four segments could not be determined at this time due to long-term street closures and construction activities. They will be studied and brought to Council for approval as soon as the construction activities allow.

Upon City Council approval, the Engineering and Traffic Survey Report becomes the City's legal document in support of the approved speed limits. As such, it includes the radar speed survey, the accident rate, and the field data for each street segment. It also provides the reason and justification for the speed limit. The Engineering and Traffic Survey Report will be the instrument used in court by Placentia police officers to defend the citations they hand out for speeding.

FISCAL IMPACT:

None.

Prepared by:

FOR RUTH SMITH



Ruth Smith, PE
Traffic Engineer

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Submitted:



Steve Drinovsky
Director of Public Works

Attachments:

Ordinance 2013-
Speed Limit Summary Table
Engineering and Traffic Survey Report

ORDINANCE NO. O-2013-

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PLACENTIA AMENDING SECTION
13.28.010 OF CHAPTER 13.28 OF TITLE 13
OF THE PLACENTIA MUNICIPAL CODE
ESTABLISHING SPEED LIMITS ON CERTAIN
STREETS

A. Recitals.

(i). The Engineering Division of the City of Placentia has conducted an engineering and traffic survey of vehicular speeds with electronic equipment to determine prevailing speeds, and has reviewed accident records and highway traffic and roadside conditions and prepared a report on the results of such survey.

(ii). It is determined upon the basis of an engineering and traffic survey that the *prima facie* speed limit permitted by State law within business and residential districts as applicable upon the following six (6) streets is not appropriate to facilitate the orderly movement of traffic and that an increased speed limit is reasonable and safe:

- 1) Bradford Avenue - Madison Ave. to North City Limit
- 2) Kraemer Boulevard - Fairway Ln. to Yorba Linda Blvd.
- 3) Melrose Street - La Jolla St. to Orangethorpe Ave.
- 4) Orchard Drive - Highland Ave. to Lakeview Ave.
- 5) Santa Fe Avenue - Placentia Ave. to Murray St.
- 6) Valencia Avenue - Yorba Linda Blvd. to Bastanchury Rd.

(iii). It is determined upon the basis of an engineering and traffic survey that the speed limit permitted by State law outside of business and residential districts as applicable upon the following eight (8) streets is greater than is reasonable or safe under the conditions found to exist upon such streets and that a decreased speed limit is reasonable and safe:

- 1) Chapman Avenue - Kraemer Blvd. to Orangethorpe Ave.
- 2) Golden Avenue - Kraemer Blvd. to Valencia Ave.
- 3) Highland Avenue - Orangethorpe Ave. to North City Limit
- 4) Jefferson Avenue - Orangethorpe Ave. to Alta Vista St.
- 5) Kraemer Boulevard - Orangethorpe Ave. to Fairway Ln.
- 6) La Jolla Street - Melrose St. to East City Limit
- 7) Palm Drive - Valencia Ave. to Rose Dr.
- 8) Rose Drive - Orangethorpe Ave. to Alta Vista St.

(iv). California Vehicle Code §§ 22357 and 22358 permit the local authority to increase or decrease local limits upon the basis of an engineering and traffic survey.

B. Ordinance.

Now, THEREFORE, the City Council of the City of Placentia does ordain that Chapter 13.28 of the Placentia Municipal Code be amended to read as follows:

SECTION 1. The prima facie speed limit shall be as set forth below on those streets or parts of streets designated as follows when signs are erected giving notice thereof:

<u>Name of Street or Portion</u>	<u>Declared Prima Facie Limits</u>
All America Way between Alta Vista Street and Chapman Avenue	35 mph
Alta Vista Street between Angelina Drive and Kraemer Boulevard	25 mph
Alta Vista Street between Kraemer Boulevard and Rose Drive	45 mph
Alta Vista Street between Rose Drive and Jefferson Street	45 mph
Alta Vista Street between Jefferson Street and Van Buren Street	40 mph
Angelina Drive between Alta Vista Street and Chapman Avenue	35 mph
Angelina Drive between Morse Avenue and Palm Drive	35 mph
Bastanchury Road between West City Limit and Kraemer Boulevard	45 mph
Bastanchury Road between Kraemer Boulevard and Valencia Avenue	45 mph
Bastanchury Road between Valencia Avenue and East City Limit	45 mph
Bradford Avenue between Santa Fe Avenue	

and Chapman Avenue	25 mph
Bradford Avenue between Chapman Avenue and Madison Avenue	30 mph
Bradford Avenue between Madison Avenue and North City Limit	35 mph
Brookhaven Avenue between Yorba Linda Boulevard and Bastanchury Road	30 mph
Buena Vista Avenue between Rose Drive and East City Limit	45 mph
Central Avenue between Chapman Avenue and Alta Vista Street	40 mph
Chapman Avenue between Placentia Avenue and Kraemer Boulevard	35 mph
Chapman Avenue between Kraemer Boulevard and Orangethorpe Avenue	40 mph
Crowther Avenue between Placentia Avenue and Porter Way	40 mph
Crowther Avenue between Porter Way and East City Limits	40 mph
Fee Ana Street between South City Limit and North Terminus	35 mph
Golden Avenue between Kraemer Boulevard and Valencia Avenue	40 mph
Golden Avenue between Valencia Avenue and East City Limit	35 mph
Highland Avenue between Orangethorpe Avenue and North City Limit	30 mph
<u>Name of Street or Portion</u>	<u>Declared Prima Facie Limits</u>
Jefferson Street between South City Limit and Orangethorpe Avenue	40 mph
Jefferson Street between Orangethorpe Avenue	

and Alta Vista Street	40 mph
Jefferson Street between Alta Vista Street and Garten Drive	35 mph
Kraemer Boulevard between South City Limit and Orangethorpe Avenue	40 mph
Kraemer Boulevard between Crowther Avenue and Chapman Avenue	40 mph
Kraemer Boulevard between Chapman Avenue and Fairway Lane	40 mph
Kraemer Boulevard between Fairway Lane and Yorba Linda Boulevard	40 mph
Kraemer Boulevard between Yorba Linda Boulevard and Bastanchury Road	45 mph
Kraemer Boulevard between Bastanchury Road and North City Limit	40 mph
La Jolla Street between Placentia Avenue and Melrose Avenue	30 mph
La Jolla Street between Melrose Avenue and East City Limit	30 mph
Lakeview Avenue between South City Limit and Orangethorpe Avenue	45 mph
Linda Vista Street between Rose Drive and Yorba Linda Boulevard	35 mph
Livingston Avenue between Clark Avenue and Kraemer Boulevard	25 mph
Madison Avenue between West City Limit and Kraemer Boulevard	35 mph
McCormack Lane between Yorba Linda Boulevard and City Limit North of Yorba Linda Boulevard	30 mph
McCormack Lane between City Limit South of Huggins Avenue and Golden Avenue	30 mph

Melrose Street between South City Limit and La Jolla Street	35 mph
Melrose Street between La Jolla Street and Orangethorpe Avenue	35 mph
Melrose Street between Orangethorpe Avenue and Crowther Avenue	40 mph
Melrose Street between Crowther Avenue and Santa Fe Avenue	30 mph
Miraloma Avenue between Van Buren Street and Lakeview Avenue	35 mph
Morse Avenue between Kraemer Boulevard and Venice Avenue	30 mph
Orangethorpe Avenue between Placentia Avenue and Melrose Street	40 mph
Orangethorpe Avenue between Melrose Street and Kraemer Boulevard	45 mph
Orangethorpe Avenue between West City Limit West of Chapman Avenue and Rose Drive	45 mph
Orangethorpe Avenue between Rose Drive and Lakeview Avenue	50 mph

<u>Name of Street or Portion</u>	<u>Declared Prima Facie Limits</u>
Orchard Drive between Van Buren Street and Richfield Road	30 mph
Orchard Drive between Richfield Road and Highland Avenue	35 mph
Orchard Drive between Highland Avenue and Lakeview Avenue	35 mph
Palm Drive between Yorba Linda Boulevard and Valencia Avenue	40 mph
Palm Drive between Valencia Avenue and Rose Drive	45 mph

Placentia Avenue between South City Limit and City Limit North of Primrose	40 mph
Placentia Avenue between Palm Drive and the North City Limit	40 mph
Richfield Road between South City Limit and North City Limit	45 mph
Rose Drive between Orangethorpe Avenue and Alta Vista Street	45 mph
Rose Drive between Alta Vista Street and Palm Drive	45 mph
Rose Drive between Palm Drive and City Limit North of Yorba Linda Boulevard	40 mph
Rose Drive between City Limit South of Golden Avenue and North City Limit	40 mph
Santa Fe Avenue between Placentia Avenue and Murray Street	35 mph
Santa Fe Avenue between Murray Street and Bradford Avenue	25 mph
Valencia Avenue between Palm Avenue and Yorba Linda Boulevard	40 mph
Valencia Avenue between Yorba Linda Boulevard and Bastanchury Road	40 mph
Valencia Avenue between Bastanchury Road and Golden Avenue	40 mph
Valencia Avenue between Golden Avenue and North City Limit	40 mph
Van Buren Street between South City Limit and Orangethorpe Avenue	40 mph
Van Buren Street between Orangethorpe Avenue and North City Limit	40 mph
Yorba Linda Boulevard between Bradford Avenue and McCormack Lane	40 mph

Yorba Linda Boulevard between McCormack Lane
and East City Limit

40 mph

(For State Law as to authority of City to increase or decrease
the speed limit set by the State on streets in the City, see
Vehicle Code § 22357 and 22358).

PASSED AND ADOPTED this 17th day of September, 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia,
do hereby certify that the foregoing ordinance was introduced at
a regular meeting of the City Council held on the 17th day of
September, 2013, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

EXISTING AND PROPOSED SPEED LIMITS

STREET	LIMITS	EXISTING SPEED LIMIT	PROPOSED SPEED LIMIT
All America Way	Alta Vista Street to Chapman Avenue	35	35 NC
Alta Vista Street	Angelina Drive to Kraemer Boulevard	25	25 NC
Alta Vista Street	Kraemer Boulevard to Rose Drive	45	45 NC
Alta Vista Street	Rose Drive to Jefferson Street	45	45 NC
Alta Vista Street	Jefferson Street to Van Buren Street	40	40 NC
Angelina Drive	Chapman Avenue to Alta Vista Street	35	35 NC
Angelina Drive	Morse Avenue to Palm Drive	35	35 NC
Bastanchury Road	West City Limit to Kraemer Boulevard	45	45 NC
Bastanchury Road	Kraemer Boulevard to Valencia Avenue	45	45 NC
Bastanchury Road	Valencia Avenue to East City Limit	45	45 NC
Bradford Avenue	Santa Fe Avenue to Chapman Avenue	25	25 NC
Bradford Avenue	Chapman Avenue to Madison Avenue	30	30 NC
Bradford Avenue	Madison Avenue to North City Limit	30	35 I
Brookhaven Avenue	Yorba Linda Boulevard to Bastanchury Road	30	30 NC
Buena Vista Avenue	Rose Drive to East City Limit	45	45 NC
Central Avenue	Chapman Avenue to Alta Vista Street	40	40 NC
Chapman Avenue	Placentia Avenue to Kraemer Boulevard	35	35 NC
Chapman Avenue	Kraemer Boulevard to Orangethorpe Avenue	45	40 D
Crowther Avenue	Placentia Avenue to Porter Way	40	40 NC
Crowther Avenue	Porter Way to East City Limit	40	-- UC
Fee Ana Street	South City Limits to North Terminus	35	35 NC
Golden Avenue	Kraemer Boulevard to Valencia Avenue	45	40 D
Golden Avenue	Valencia Avenue to East City Limit	35	35 NC
Highland Avenue	Orangethorpe Avenue to North City Limit	35	30 D
Jefferson Street	South City Limit to Orangethorpe Avenue	40	40 NC
Jefferson Street	Orangethorpe Avenue to Alta Vista Street	45	40 D
Jefferson Street	Alta Vista Street to Garten Drive	35	35 NC
Kraemer Boulevard	South City Limit to Orangethorpe Avenue	40	40 NC
Kraemer Boulevard	Crowther Avenue to Chapman Avenue	40	-- UC

ABBREVIATIONS

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 D= Decrease Recommended
 S/O=South of
 E/O= East of

UC = Under Construction
 I = Increase Recommended
 N/O=North of
 W/O=West of

**EXISTING AND PROPOSED SPEED LIMITS
(CONTINUED)**

STREET	LIMITS	EXISTING SPEED LIMIT	PROPOSED SPEED LIMIT
Kraemer Boulevard	Chapman Avenue to Fairway Lane	45	40 D
Kraemer Boulevard	Fairway Lane to Yorba Linda Boulevard	35	40 I
Kraemer Boulevard	Yorba Linda Boulevard to Bastanchury Road	45	45 NC
Kraemer Boulevard	Bastanchury Road to North City Limit	40	40 NC
La Jolla Street	Placentia Avenue to Melrose Street	30	30 NC
La Jolla Street	Melrose Street to East City Limit	35	30 D
Lakeview Avenue	South City Limit to North City Limit	45	45 NC
Linda Vista Street	Rose Drive to Yorba Linda Boulevard	35	35 NC
Livingston Avenue	Clark Avenue to Kraemer Boulevard	25	25 NC
Madison Avenue	West City Limit to Kraemer Boulevard	35	35 NC
McCormack Lane	Yorba Linda Boulevard to North City Limit	30	30 NC
McCormack Lane	City Limit to Golden Avenue	30	30 NC
Melrose Street	South City Limit to La Jolla Street	35	35 NC
Melrose Street	La Jolla Street to Orangethorpe Avenue	30	35 I
Melrose Street	Orangethorpe Avenue to Crowther Avenue	40	40 NC
Melrose Street	Crowther Avenue to Santa Fe Avenue	30	30 NC
Miraloma Avenue	Van Buren Street to Lakeview Avenue	35	35 NC
Morse Avenue	Kraemer Boulevard to Venice Avenue	30	30 NC
Orangethorpe Avenue	Placentia Avenue to Melrose Street	40	40 NC
Orangethorpe Avenue	Melrose Street to Kraemer Boulevard	45	45 NC
Orangethorpe Avenue	City Limits W/O Chapman Avenue to Rose Drive	45	-- UC
Orangethorpe Avenue	Rose Drive to Lakeview Avenue	50	50 NC
Orchard Drive	Van Buren Street to Richfield Road	30	30 NC
Orchard Drive	Richfield Road to Highland Avenue	35	35 NC
Orchard Drive	Highland Avenue to Lakeview Avenue	30	35 I

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**EXISTING AND PROPOSED SPEED LIMITS
(CONTINUED)**

STREET	LIMITS	EXISTING SPEED LIMIT	PROPOSED SPEED LIMIT
Palm Drive	Yorba Linda Boulevard to Valencia Avenue	40	40 NC
Palm Drive	Valencia Avenue to Rose Drive	50	45 D
Placentia Avenue	South City Limit to City Limit N/O Primrose Ave	40	40 NC
Placentia Avenue	City Limit S/O Palm Drive to Rolling Hills Road	40	40 NC
Richfield Road	North City Limit to South City Limit	45	45 NC
Rose Drive	Orangethorpe Avenue to Alta Vista Street	50	45 D
Rose Drive	Alta Vista Street to Palm Drive	45	45 NC
Rose Drive	Palm Drive to City Limit N/O Yorba Linda Boulevard	40	40 NC
Rose Drive	City Limit S/O Golden Avenue to North City Limit	40	40 NC
Santa Fe Avenue	Placentia Avenue to Murray Street.	30	35 D
Santa Fe Avenue	Murray Street to Bradford Avenue	25	25 NC
Valencia Avenue	Palm Drive to Yorba Linda Boulevard	40	40 NC
Valencia Avenue	Yorba Linda Boulevard to Bastanchury Road	35	40 I
Valencia Avenue	Bastanchury Road to Golden Avenue	40	40 NC
Valencia Avenue	Golden Avenue to North City Limit	40	40 NC
Van Buren Street	South City Limit to Orangethorpe	40	40 NC
Van Buren Street	Orangethorpe Avenue to North City Limit	40	40 NC
Yorba Linda Boulevard	Bradford Avenue to City Limit E/O Kilt Avenue	40	40 NC
Yorba Linda Boulevard	City Limit W/O McCormack Lane to Jefferson Avenue	40	40 NC

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DRAFT

CITY OF PLACENTIA

ENGINEERING AND TRAFFIC SURVEY

Adopted by Placentia City Council

Ordinance 2013 - _____

Date: _____, 2013

I, Ruth M. Smith, am a Registered Traffic Engineer, Number 1650, in the State of California. I certify that this Engineering and Traffic Survey, prepared by Willdan Engineering for the City of Placentia, has been conducted in strict compliance with guidelines contained in the 2013 California Vehicle Code and the 2012 California Manual on Uniform Traffic Control Devices (CA MUTCD). This survey is intended to satisfy the requirements of Section 40802 of the CVC to enable the continued use of radar for traffic speed enforcement on Placentia city streets. Data presented in the report represents a true and accurate description of traffic conditions existing on Placentia city streets.

Ruth M. Smith, PE
Consultant Traffic Engineer
R. T. E. 1650

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EXECUTIVE SUMMARY

This report presents the results of an Engineering and Traffic Survey for establishment of speed limits on city streets as required by Sections 22357 and 22358 of the California Vehicle Code. The review included radar speed surveys of prevailing vehicle speeds at various locations along the length of each street, recent traffic counts, and an analysis of the traffic accidents reported during the three-year interval from January 1, 2010 through December 31, 2012.

In order to enforce speed limits by radar or other electronic devices, a study must be conducted every five, seven or ten years. Section 40802 of the California Vehicle Code defines a speed limit enforced by radar and "...which speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation..." constitutes a speed trap. Under defined conditions, Section 40802 allows the engineering and traffic survey to be conducted within seven years or ten years. The City of Placentia meets the requirements for seven-year intervals. Since speed traps are illegal, the lack of an adequate survey effectively precludes the police from using radar or similar equipment. Through adoption of this engineering and traffic survey, the police department will be able to enforce posted speed limits with radar or similar equipment.

The results of the Engineering and Traffic Survey are summarized on the following pages, showing the existing and recommended speed limits. Speed limits cannot be established at this time for four of the 73 street segments due to long-term construction activities. These segments will be studied and speed limits recommended as soon as construction allows.

EXISTING AND PROPOSED SPEED LIMITS

STREET	LIMITS	EXISTING SPEED LIMIT	PROPOSED SPEED LIMIT
All America Way	Alta Vista Street to Chapman Avenue	35	35 NC
Alta Vista Street	Angelina Drive to Kraemer Boulevard	25	25 NC
Alta Vista Street	Kraemer Boulevard to Rose Drive	45	45 NC
Alta Vista Street	Rose Drive to Jefferson Street	45	45 NC
Alta Vista Street	Jefferson Street to Van Buren Street	40	40 NC
Angelina Drive	Chapman Avenue to Alta Vista Street	35	35 NC
Angelina Drive	Morse Avenue to Palm Drive	35	35 NC
Bastanchury Road	West City Limit to Kraemer Boulevard	45	45 NC
Bastanchury Road	Kraemer Boulevard to Valencia Avenue	45	45 NC
Bastanchury Road	Valencia Avenue to East City Limit	45	45 NC
Bradford Avenue	Santa Fe Avenue to Chapman Avenue	25	25 NC
Bradford Avenue	Chapman Avenue to Madison Avenue	30	30 NC
Bradford Avenue	Madison Avenue to North City Limit	30	35 I
Brookhaven Avenue	Yorba Linda Boulevard to Bastanchury Road	30	30 NC
Buena Vista Avenue	Rose Drive to East City Limit	45	45 NC
Central Avenue	Chapman Avenue to Alta Vista Street	40	40 NC
Chapman Avenue	Placentia Avenue to Kraemer Boulevard	35	35 NC
Chapman Avenue	Kraemer Boulevard to Orangethorpe Avenue	45	40 D
Crowther Avenue	Placentia Avenue to Porter Way	40	40 NC
Crowther Avenue	Porter Way to East City Limit	40	-- UC
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Jefferson Street	Orangethorpe Avenue to Alta Vista Street	45	40 D
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Lakeview Avenue	South City Limit to North City Limit	45	45 NC
Linda Vista Street	Rose Drive to Yorba Linda Boulevard	35	35 NC
Livingston Avenue	Clark Avenue to Kraemer Boulevard	25	25 NC
Madison Avenue	West City Limit to Kraemer Boulevard	35	35 NC
McCormack Lane	Yorba Linda Boulevard to North City Limit	30	30 NC
McCormack Lane	City Limit to Golden Avenue	30	30 NC
Melrose Street	South City Limit to La Jolla Street	35	35 NC
Melrose Street	La Jolla Street to Orangethorpe Avenue	30	35 I
Melrose Street	Orangethorpe Avenue to Crowther Avenue	40	40 NC
Melrose Street	Crowther Avenue to Santa Fe Avenue	30	30 NC
Miraloma Avenue	Van Buren Street to Lakeview Avenue	35	35 NC
Morse Avenue	Kraemer Boulevard to Venice Avenue	30	30 NC
Orangethorpe Avenue	Placentia Avenue to Melrose Street	40	40 NC
Orangethorpe Avenue	Melrose Street to Kraemer Boulevard	45	45 NC
Orangethorpe Avenue	City Limits W/O Chapman Avenue to Rose Drive	45	-- UC
Orangethorpe Avenue	Rose Drive to Lakeview Avenue	50	50 NC
Orchard Drive	Van Buren Street to Richfield Road	30	30 NC
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**EXISTING AND PROPOSED SPEED LIMITS
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STREET	LIMITS	EXISTING SPEED LIMIT	PROPOSED SPEED LIMIT
Palm Drive	Yorba Linda Boulevard to Valencia Avenue	40	40 NC
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Placentia Avenue	City Limit S/O Palm Drive to Rolling Hills Road	40	40 NC
Richfield Road	North City Limit to South City Limit	45	45 NC
Rose Drive	Orangethorpe Avenue to Alta Vista Street	50	45 D
Rose Drive	Alta Vista Street to Palm Drive	45	45 NC
Rose Drive	Palm Drive to City Limit N/O Yorba Linda Boulevard	40	40 NC
Rose Drive	City Limit S/O Golden Avenue to North City Limit	40	40 NC
Santa Fe Avenue	Placentia Avenue to Murray Street.	30	35 D
Santa Fe Avenue	Murray Street to Bradford Avenue	25	25 NC
Valencia Avenue	Palm Drive to Yorba Linda Boulevard	40	40 NC
Valencia Avenue	Yorba Linda Boulevard to Bastanchury Road	35	40 I
Valencia Avenue	Bastanchury Road to Golden Avenue	40	40 NC
Valencia Avenue	Golden Avenue to North City Limit	40	40 NC
Van Buren Street	South City Limit to Orangethorpe	40	40 NC
Van Buren Street	Orangethorpe Avenue to North City Limit	40	40 NC
Yorba Linda Boulevard	Bradford Avenue to City Limit E/O Kilt Avenue	40	40 NC
Yorba Linda Boulevard	City Limit W/O McCormack Lane to Jefferson Avenue	40	40 NC

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DEFINITIONS

Average Daily Traffic (ADT)	Volume of traffic expressed in thousands during a 24-hour period.
E.C.L.	Easterly City Limit.
Eighty-fifth (85th) Percentile Speed (Critical Speed)	The "speed" which 85 percent of the observed vehicles are not exceeding.
Intermediate Speed Limits	Speed limits set at 5 MPH increments between 25 MPH and 65 MPH.
MPH	Miles Per Hour
MVM	Million Vehicle Miles. Accident rates are generally expressed as the number of accidents occurring per million vehicle miles traveled during a given time period. This study presents the accident rates calculated for the two-year period January 1, 2004 through December 31, 2005.
N.C.L.	North City Limit
Pace	The 10 MPH range of observed vehicle speeds containing the largest number of vehicles.
Prima Facie Limits	"Blanket" speed limits considered reasonable and prudent for certain general conditions unless refuted and proven inadequate for a particular condition.
S.C.L.	South City Limit.
W.C.L.	West City Limit

INTRODUCTION

This Engineering and Traffic Survey is intended to be the basis for the establishment, revision, and enforcement of speed limits for selected streets within the City of Placentia. This Engineering and Traffic Survey presents recommended speed limits for 69 of the 73 street segments in the City of Placentia. Speed limits for the remaining four segments will be presented when long-term construction activities allow.

Engineering and Traffic Surveys are required by the State of California to establish intermediate speed limits on local streets and to enforce those limits using radar or other speed measuring devices. These surveys must be updated every 5, 7 or 10 years to ensure the speeds reflect current conditions as dictated by the California Vehicle Code (CVC). The CVC also requires that the surveys be conducted based on the methodology required by The California Manual on Uniform Traffic Control Devices (California MUTCD) dated January 2012.

The survey was requested by the City for the proper posting of speed limits and to enable the Police Department to utilize radar or other electronic speed measuring devices for speed enforcement. CVC Sections 40801 and 40802 require Engineering and Traffic Surveys that verify the prima facie speed limit before enforcement by such a device is legal. The law further specifies that these surveys be conducted every 5 years. The surveys can be extended to 7 years provided the City's police officer(s) have completed a 24-hour radar operator course [CVC 40802(c)(2)(B)(i)(I)], which Placentia's police officers have. Additionally, some surveys may be extended to 10 years if a traffic engineer certifies that no changes in roadway or traffic conditions have occurred [CVC 40802 (c)(2)(B)(i)(II)]. These provisions assure that posted speed limits are kept reasonably current.

The Engineering and Traffic Surveys for the City were conducted in accordance with procedures outlined in the *California Manual on Uniform Traffic Control Devices* (California MUTCD) dated January 2012 and as required by Section 627 of the California Vehicle Code (CVC). The CVC further describes the three basic elements of an engineering and traffic survey:

1. Measurement of prevailing speed;
2. Accident history; and
3. Roadway characteristics not readily apparent to the motorist.

Posted speed limits are established primarily to protect the general public from the reckless and unpredictable behavior of dangerous drivers. They provide law enforcement with a clearly understood method to identify and apprehend violators of the basic speed law (CVC Section 22350). This law states that "No person shall drive a vehicle on a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property." The posted speed limit gives motorists a

clear warning of the maximum speed that is reasonable and prudent under typical driving conditions.

The basic fundamentals for establishing speed limits recognize that the majority of drivers behave in a safe and reasonable manner, and therefore, the normally careful and competent actions of a reasonable driver should be considered legal. Speed limits established on these fundamentals conform to the consensus that those who drive the highway determine what speed is reasonable and safe, not on the judgment of one or a few individuals. A radar speed study is usually used to record the prevailing speed of reasonable drivers.

Speed limits are also established to advise drivers of conditions which may not be readily apparent to a reasonable driver. For this reason, accident history, roadway conditions, traffic characteristics, and land use must also be analyzed before determining speed limits. Speed limit changes are usually made in coordination with physical changes in roadway conditions or roadside developments. Unusually short zones of less than one-half mile in length should be avoided to reduce driver confusion.

Additionally, it is generally accepted that speed limits cannot be successfully enforced without voluntary compliance by a majority of drivers. Consequently, only the driver whose behavior is clearly out of line with the normal flow of traffic is usually targeted for enforcement.

ELEMENTS OF THE ENGINEERING AND TRAFFIC SURVEY

The California Manual on Uniform Traffic Control Devices (California MUTCD) dated January 2012 specifies the methodology to be used for completing Engineering and Traffic Surveys (E&TS). This methodology includes an evaluation of current vehicle speeds, accident history and conditions not readily apparent to motorists. The basic elements of the Engineering and Traffic Survey are discussed in more detail as follows:

Speed Sampling

Existing vehicle speeds are surveyed by a certified radar operator with a calibrated radar unit in an unmarked vehicle. Speed samples are taken for each segment representing a statistically significant sample of current traffic. This data is then evaluated to identify the distribution of speeds. A key element in the evaluation is the identification of the 85th percentile speed (also called the Critical Speed). The 85th percentile speed is the speed at or below which 85 percent of the traffic travels. This threshold represents what is historically found to be a safe and reasonable speed for most drivers based on common roadway conditions.

A speed limit is established at the nearest 5 mile per hour (mph) increment of the 85th percentile speed (rounded up or down, as indicated), except as shown in the two options below.

Options:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed, in compliance with CVC Section 627 and 22358.5.

If the speed limit to be posted has had the 5 mph reduction applied in accordance with Option 1, then the E&TS shall document in writing the conditions and justification for the lower speed limit, and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Sections 627 and 22358.5

2. For cases in which the nearest 5 mph increment of the 85th percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, without justification. No further reduction is allowed, however. Refer to CVC Section 21400(b).

The following examples are provided to explain the application of these speed limit criteria:

- A. Using Option 1 above, when the first step is to round down: If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. As indicated by the option, this 35 mph established speed limit could be reduced by 5 mph to 30 mph if conditions and justification for using this lower speed limit are documented in the E&TS.
- B. Using Option 1 above, when the first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 33 mph speed. As indicated by the option, this 35 mph speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS.
- C. Using Option 2 above, when the first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, instead of rounding up to 35 mph, the speed limit can be established at 30 mph, but no further reduction can be applied.

Collision History

Reported traffic collisions are reviewed for each street segment to determine if there is a higher than average rate of collisions. A segment that has an above-average collision rate typically suggests conditions that are not readily apparent to motorists.

A summary of the collision rates for the 69 analyzed street segments is provided in Table 3 in Appendix B.

Conditions Not Readily Apparent To Motorists

Each street segment is field-inspected to identify roadway conditions that may not be readily apparent to motorists. A determination is made whether any conditions are significant and warrant the recommendation of the speed limit being 5 mph or more below the 85th percentile speed. It is important to note that The California Manual on Uniform Traffic Control Devices (California MUTCD) dated January 2012 recommends exercising great care when establishing speed limits more than 5 mph below the 85th percentile speed.

SURVEY CONDITIONS

SURVEY LOCATIONS

The procedures described below describe the criteria and methods used to survey selected streets within the City of Placentia. The specific location of the radar speed survey for each street segment was selected after considering the following:

1. Minimum stop sign and traffic signal influence.
2. Minimum visibility restrictions.
3. Non-congested traffic flow away from intersections and driveways.
4. Minimum influence from curves or other roadway conditions that would affect the normal operation of a vehicle.

DATA COLLECTION

Data of existing conditions was obtained, including the prevailing speed of vehicles, traffic collisions, visibility restrictions, and roadway conditions within the community. Speed data and field reviews were conducted at 72 locations during the months of May and June 2013.

Speed Data

Radar speed measurements were conducted at 72 locations during May and June 2013. All surveys were conducted in good weather conditions, during off-peak hours on weekdays. The radar unit was operated from an unmarked vehicle to minimize any influence on driver behavior. Typically, a minimum sample size of 100 vehicles or the total samples during a maximum period of 2 hours were obtained for each segment. Traffic speeds in both directions were recorded for individual segments.

Collision Data

Collision data was obtained from the City's Crossroads electronic collision database. For this study, collision data was used from the latest 3 years of reported accidents from January 1, 2010 to December 31, 2012. The collision rates for the 73 segments are expressed in accidents per million vehicle miles (A/MVM). To calculate these rates, 24-hour traffic volumes were collected for each street segment. This information was then entered into the following formula to determine the collision rate:

$$R = \frac{Ax1,000,000}{tx365 \frac{days}{year} xlv}$$

A = Number of midblock collisions over time period

R = Collision Rate (accidents/million vehicle miles)

t = Time Period Covered (in years)

l = Length of Segment (miles)

v = Traffic Volume (average daily traffic)

The segment collision rate was then compared to the average statewide collision rate. The average statewide collision rates were obtained from the *2009 Collision Data on California State Highways* published by Caltrans. The average rates are summarized in the table below.

STREET TYPE	AVERAGE ACCIDENT RATE
6-lane Highway	1.15 accidents per million vehicle miles
4-lane Divided Highway	1.60 accidents per million vehicle miles
4-lane Undivided Highway	2.00 accidents per million vehicle miles
3-Lane Highway	1.30 accidents per million vehicle miles
2-Lane or Less Roadway	2.55 accidents per million vehicle miles

Field Review Data

A field review was conducted for each of the 73 selected street segments in the City with consideration for the following factors:

1. Street width and alignment (design speed);
2. Pedestrian activity and traffic flow characteristics;
3. Number of lanes and other channelization and striping patterns;
4. Frequency of intersections, driveways, and on-street parking;
5. Location of stop signs and other regulatory traffic control devices;
6. Visibility obstructions;
7. Land use and proximity to schools;
8. Pedestrian and bicycle usage;
9. Uniformity with existing speed zones and those in adjacent jurisdictions; and
10. Any other unusual condition not readily apparent to the driver.

ANALYSIS

CRITERIA

The radar speed survey data was compiled and analyzed to determine the recommended speed limit in accordance with several criteria contained in The California Manual on Uniform Traffic Control Devices (California MUTCD) dated January 2012. Some of the criteria used are:

- A. The 85th percentile speed or critical speed is that speed at or below which 85 percent of the traffic is moving. This speed is the baseline value in determining what the majority of drivers believe is safe and reasonable. Speed limits set higher than the critical speed are not considered reasonable and safe. Speed limits set lower than the critical speed make a large number of reasonable drivers "unlawful," and do not facilitate the orderly flow of traffic.
- B. The 10 mile per hour (mph) pace speed is the 10 mph increment that contains the highest percentage of vehicles. It is a measure of the dispersion of speeds across the range of the samples surveyed. An accepted practice is to keep the speed limit within the 10 mph pace when considering factors that might require a speed limit lower than the critical speed.
- C. The collision rate for each street segment is compared to average collision rates that can be reasonably expected to occur on similar streets and highways in California, in proportion to the volume of traffic per lane mile. These average collision rates have been developed by the State of California and are considered reasonable for use in the City of Placentia.

RESULTS AND RECOMMENDATIONS

The Engineering and Traffic Survey Street Segment Data Forms, presented in Appendix A, illustrate the results of a thorough evaluation of the available data, and recommend a speed limit for each street segment surveyed. A complete summary of all recommendations is shown in Table 2. In each case, the recommended speed limit was consistent with the prevailing behavior as demonstrated by the radar speed measurements. Typically, a speed limit in the upper range of the 10-mile pace was selected unless an collision rate significantly higher than expected was discovered or roadway conditions not readily apparent to the driver were identified. Any segments with recommended speed limits 5 mph or more below the rounded 85th percentile speed are fully explained later in this report, under "Segments With Special Conditions".

During the course of the Engineering and Traffic Survey, it was determined that the traffic flow on 4 of the street segments is being affected by long-term construction projects, such that representative radar speed surveys on which to base the speed limits were not feasible. The primary construction projects are the Orange County Transportation Authority's (OCTA's) OC Bridges projects at Placentia Avenue and at Kraemer Boulevard at the railroad tracks. New radar speed surveys for these segments will be conducted when the construction activities for these projects allow.

The Legislature, in adopting Section 22358.5 of the California Vehicle Code (CVC), has made it clear that physical conditions, such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not be the basis for special downward speed zoning. In these cases, the basic speed law (CVC Section 22350) is sufficient to regulate such conditions.

The recommendations contained in this report are intended to establish prima facie speed limits. They are not intended to be absolute for all prevailing conditions. All prima facie speed violations are actually violations of the basic speed law (Section 22350 of California Vehicle Code). This statute states that a person shall not drive a vehicle at a speed greater than is safe having regard for traffic, roadway, and weather conditions. A prima facie limit is intended to establish a maximum safe speed under normal conditions.

Table 1 identifies the street segments with recommended changes in posted speed limits and Table 2 summarizes the recommendations for all surveyed segments.

**TABLE 1
STREET SEGMENTS WITH RECOMMENDED SPEED CHANGES**

NO.	STREET	FROM	TO	EXISTING	NEW
INCREASE					
13	Bradford Avenue	Madison Avenue	North City Limit	30	35
31	Kraemer Blvd	Fairway Lane	Yorba Linda Blvd	35	40
43	Melrose Street	La Jolla Street	Orangethorpe Avenue	30	35
54	Orchard Drive	Highland Avenue	Lakeview Ave	30	35
64	Santa Fe Avenue	Placentia Avenue	Murray Street	30	35
67	Valencia Avenue	Yorba Linda Blvd	Bastanchury Road	35	40
DECREASE					
18	Chapman Avenue	Kraemer Blvd	Orangethorpe Avenue	45	40
22	Golden Avenue	Kraemer Blvd	Valencia Ave	45	40
24	Highland Avenue	Orangethorpe Avenue	North City Limit	35	30
26	Jefferson Avenue	Orangethorpe Avenue	Alta Vista Street	45	40
30	Kraemer Blvd	Chapman Avenue	Fairway Lane	45	40
35	La Jolla Street	Melrose Street	East City Limit	35	30
56	Palm Drive	Valencia Avenue	Rose Drive	50	45
60	Rose Drive	Orangethorpe Avenue	Alta Vista Street	50	45

Table 2

Summary of Recommendations

No. Street	From	To	Current Speed Limit	Critical Speed	Recom. Speed Limit	Speed Limit Change ¹	Comments
1	All America Way	Alta Visa St	35	34	35	NC	Closest to 85 th Speed
2	Alta Visa St	Angelina Dr	25	32	25	NC	SPECIAL CONDITION ²
3	Alta Visa St	Kraemer Blvd	45	44	45	NC	Closest to 85 th Speed
4	Alta Visa St	Rose Dr	45	44	45	NC	Closest to 85 th Speed
5	Alta Visa St	Jefferson St	40	42	40	NC	Closest to 85 th Speed
6	Angelina Dr	Chapman Ave	35	36	35	NC	Closest to 85 th Speed
7	Angelina Dr	Morse Ave	35	34	35	NC	Closest to 85 th Speed
8	Bastanchury Rd	West City Limit	45	50	45	NC	SPECIAL CONDITION ²
9	Bastanchury Rd	Kraemer Blvd	45	46	45	NC	Closest to 85 th Speed
10	Bastanchury Rd	Valencia Ave	45	48	45	NC	California MUTCD Option 2
11	Bradford Ave	Santa Fe Ave	25	25	25	NC	Closest to 85 th Speed
12	Bradford Ave	Chapman Ave	30	35	30	NC	SPECIAL CONDITION ²
13	Bradford Ave	Madison Ave	30	38	35	I	SPECIAL CONDITION ²
14	Brookhaven Ave	Yorba Linda Blvd	30	31	30	NC	Closest to 85 th Speed
15	Buena Vista Ave	Rose Dr	45	44	45	NC	Closest to 85 th Speed
16	Central Ave	Chapman Ave	40	41	40	NC	Closest to 85 th Speed
17	Chapman Ave	Placentia Ave	35	35	35	NC	Closest to 85 th Speed
18	Chapman Ave	Kraemer Blvd	45	44	40	D	California MUTCD Option 2
19	Crowther Ave	Placentia Ave	40	39	40	NC	Closest to 85 th Speed
20	Crowther Ave	Porter Way	40				Under Construction ³

¹ NC = No Change, I = Increase, D = Decrease

² See "Segments with Special Conditions" Section for Comments

³ Radar survey not possible due to long-term construction activity. Segment will be surveyed and analyzed to update the speed limit when construction activity allows.

Table 2

Summary of Recommendations

No. Street	From	To	Current Speed Limit	Critical Speed	Recom. Speed Limit	Speed Limit Change ¹	Comments
21	Fee Ana St	South City Limit	35	36	35	NC	Closest to 85 th Speed
22	Golden Ave	Kraemer Blvd	45	44	40	D	California MUTCD Option 2
23	Golden Ave	Valencia Ave	35	39	35	NC	California MUTCD Option 2
24	Highland Ave	Orangethorpe Ave	35	35	30	D	SPECIAL CONDITION ²
25	Jefferson Ave	South City Limit	40	42	40	NC	Closest to 85 th Speed
26	Jefferson Ave	Orangethorpe Ave	45	41	40	D	Closest to 85 th Speed
27	Jefferson Ave	Alta Vista St	35	37	35	NC	Closest to 85 th Speed
28	Kraemer Blvd	South City Limit	40	42	40	NC	Closest to 85 th Speed
29	Kraemer Blvd	Crowther Ave	40				Under Construction ³
30	Kraemer Blvd	Chapman Ave	45	43	40	D	California MUTCD Option 2
31	Kraemer Blvd	Fairway Lane	35	43	40	I	California MUTCD Option 2
32	Kraemer Blvd	Yorba Linda Blvd	45	45	45	NC	Closest to 85 th Speed
33	Kraemer Blvd	Bastanchury Rd	40	42	40	NC	Closest to 85 th Speed
34	La Jolla St	Placentia Ave	30	30	30	NC	Closest to 85 th Speed
35	La Jolla St	Melrose St	35	34	30	D	California MUTCD Option 2
36	Lakeview Ave	South City Limit	45	45	45	NC	Closest to 85 th Speed
37	Linda Vista St	Rose Dr	35	36	35	NC	Closest to 85 th Speed
38	Livingston Ave	Clark Ave	25	24	25	NC	Closest to 85 th Speed
39	Madison Ave	West City Limit	35	37	35	NC	Closest to 85 th Speed
40	McCormack Lane	Yorba Linda Blvd	30	32	30	NC	Closest to 85 th Speed

¹ NC = No Change, I = Increase, D = Decrease

² See "Segments with Special Conditions" Section for Comments

³ Radar survey not possible due to long-term construction activity. Segment will be surveyed and analyzed to update the speed limit when construction activity allows.

Table 2

Summary of Recommendations

No. Street	From	To	Current Speed Limit	Critical Speed	Recom. Speed Limit	Speed Limit Change ¹	Comments
41	McCormack Lane	Golden Ave	30	34	30	NC	California MUTCD Option 2
42	Melrose St	South City Limit	35	37	35	NC	Closest to 85 th Speed
43	Melrose St	La Jolla St	30	39	35	I	California MUTCD Option 2
44	Melrose St	Orangethorpe Ave	40	41	40	NC	Closest to 85 th Speed
45	Melrose St	Crowther Ave	30	33	30	NC	California MUTCD Option 2
46	Miraloma Ave	Van Buren St	35	38	35	NC	California MUTCD Option 2
47	Morse Ave	Kraemer Blvd	30	33	30	NC	SPECIAL CONDITION ²
48	Orangethorpe Ave	Placentia Ave	40	42	40	NC	Closest to 85 th Speed
49	Orangethorpe Ave	Melrose St	45	49	45	NC	California MUTCD Option 2
50	Orangethorpe Ave	City Limit	45				Under Construction ³
51	Orangethorpe Ave	Rose Dr	50	50	50	NC	Closest to 85 th Speed
52	Orchard Dr	Van Buren St	30	34	30	NC	SPECIAL CONDITION ⁴
53	Orchard Dr	Richfield Rd	35	38	35	NC	California MUTCD Option 2
54	Orchard Dr	Highland Ave	30	38	35	I	California MUTCD Option 2
55	Palm Dr	Yorba Linda Blvd	40	43	40	NC	California MUTCD Option 2
56	Palm Dr	Valencia Ave	50	46	45	D	Closest to 85 th Speed
57	Placentia Ave	South City Limit	40				Under Construction ³
58	Placentia Ave	City Limit	40	44	40	NC	California MUTCD Option 2
59	Richfield Rd	North City Limit	45	48	45	NC	California MUTCD Option 2
60	Rose Dr	Orangethorpe Ave	50	47	45	D	Closest to 85 th Speed

¹ NC = No Change, I = Increase, D = Decrease

² See "Segments with Special Conditions" Section for Comments

³ Radar survey not possible due to long-term construction activity. Segment will be surveyed and analyzed to update the speed limit when construction activity allows.

Table 2

Summary of Recommendations

No. Street	From	To	Current Speed Limit	Critical Speed	Recom. Speed Limit	Speed Limit Change ¹	Comments
61	Rose Dr	Alta Vista St	45	44	45	NC	Closest to 85 th Speed
62	Rose Dr	Palm Dr	40	42	40	NC	Closest to 85 th Speed
63	Rose Dr	City Limit	40	43	40	NC	California MUTCD Option 2
64	Santa Fe Ave	Placentia Ave	30	39	35	I	California MUTCD Option 2
65	Santa Fe Ave	Murray St	25	26	25	NC	Closest to 85 th Speed
66	Valencia Ave	Palm Dr	40	40	40	NC	Closest to 85 th Speed
67	Valencia Ave	Yorba Linda Blvd	35	44	40	I	California MUTCD Option 2
68	Valencia Ave	Bastanchury Rd	40	44	40	NC	California MUTCD Option 2
69	Valencia Ave	Golden Ave	40	43	40	NC	California MUTCD Option 2
70	Van Buren St	South City Limit	40	40	40	NC	Closest to 85 th Speed
71	Van Buren St	Orangethorpe Ave	40	40	40	NC	Closest to 85 th Speed
72	Yorba Linda Blvd	Bradford Ave	40	41	40	NC	Closest to 85 th Speed
73	Yorba Linda Blvd	City Limit	40	43	40	NC	California MUTCD Option 2

¹ NC = No Change, I = Increase, D = Decrease

² See "Segments with Special Conditions" Section for Comments

³ Radar survey not possible due to long-term construction activity. Segment will be surveyed and analyzed to update the speed limit when construction activity allows.

SEGMENTS WITH SPECIAL CONDITIONS

The following segments surveyed have recommended speed limits that are 5 miles per hour (mph) below the critical speed due to conditions not readily apparent to the driver. Each segment is discussed below.

Segment #8 – Bastanchury Road – West City Limit to Kraemer Boulevard

This segment is currently posted at 45 mph and has 2 through lanes in each direction with a raised median and bike lanes, and an ADT of 22,151 vehicles per day. The adjacent land use is commercial, school and residential. The critical speed is 50 mph and would normally justify a 50 mph posted speed limit. However, due to bike lanes that do not extend the full length of the segment in order to provide sufficient vehicular travel lanes, and heavy pedestrian traffic, that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 45 mph for the above reasons.

Segment #2 – Alta Vista Street – Angelina Drive to Kraemer Boulevard

This segment is currently posted at 25 mph and has 1 through lane in each direction with an ADT of 3,685 vehicles per day. The adjacent land use is residential. The critical speed is 32 mph and would normally justify a 30 mph posted speed limit. However, due to heavy pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 25 mph for the above reasons.

Segment #12 – Bradford Avenue – Chapman Avenue to Madison Avenue

This segment is currently posted at 30 mph and has 1 through lane in each direction with an ADT of 7,896 vehicles per day. The adjacent land use is residential, school, and church. The critical speed is 35 mph and would normally justify a 35 mph posted speed limit. However, due to multiple uncontrolled crosswalks and heavy pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 30 mph for the above reasons.

Segment #13 – Bradford Avenue – Madison Avenue to North City Limit

This segment is currently posted at 30 mph and has and 1 through lane in each direction with an ADT of 3,450 vehicles per day. The adjacent land use is residential. The critical speed is 38 mph and would normally justify a 40 mph posted speed limit. However, due to a higher than expected collision rate (5.29 Acc/MVM vs. expected 2.44 Acc/MVM), a lower speed limit is prudent. It is recommended that the speed limit be set at 35 mph instead of 40 mph for the above reasons.

Segment #24 – Highland Avenue – Orangethorpe Avenue to North City Limit

This segment is currently posted at 35 mph and has and 1 through lane in each direction with an ADT of 2,604 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 35 mph and would normally justify a 35 mph posted speed limit. However, due to a higher than expected collision rate (3.791 Acc/MVM vs.

expected 2.55 Acc/MVM), a lower speed limit is prudent. It is recommended that the speed limit be reduced to 30 mph for the above reasons.

Segment #47 – Morse Avenue – Kraemer Avenue to Venice Avenue

This segment is currently posted at 30 mph and has 1 through lane in each direction with an ADT of 960 vehicles per day. The adjacent land use is residential, school, and commercial. The critical speed is 33 mph and would normally justify a 35 mph posted speed limit. However, due to an uncontrolled crosswalk and heavy pedestrian traffic that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 30 mph for the above reasons.

Segment #52 – Orchard Drive - Van Buren Street to Richfield Road

This segment is currently posted at 30 mph and has 1 through lane in each direction with an ADT of 2,793 vehicles per day. The adjacent land use is residential. The critical speed is 34 mph and would normally justify a 35 mph posted speed limit. However, due to a higher than expected collision rate, a lower speed limit is prudent. It is recommended that the speed limit remain at 30 mph for the above reasons.

LEGISLATIVE REFERENCES

APPLICABLE SECTIONS OF CALIFORNIA VEHICLE CODE

Engineering and Traffic Survey

Section 627.

- (a) "Engineering and traffic survey," as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities.
- (b) An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all of the following:
 - (1) Prevailing speeds as determined by traffic engineering measurements.
 - (2) Accident records.
 - (3) Highway, traffic, and roadside conditions not readily apparent to the driver.
- (c) When conducting an engineering and traffic survey, local authorities, in addition to the factors set forth in paragraphs (1) to (3), inclusive, of subdivision (b) may consider all of the following:
 - (1) Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:
 - a. Upon one side of the highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.
 - b. Upon both sides of the highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.
 - c. The portion of highway is longer than one-quarter of a mile but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph (A) or (B).
 - (2) Pedestrian and bicyclist safety.

Excessive Speed

Section 22348.

...a person shall not drive a vehicle upon a highway with a speed limit established pursuant to Section 22349 or 22356 at a speed greater than that speed limit.

Basic Speed Law

Section 22350.

No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property.

Speed Law Violations

Section 22351.

- (a) The speed of any vehicle upon a highway not in excess of the limits specified in Section 22352 or established as authorized in this code is lawful unless clearly proved to be in violation of the basic speed law.
- (b) The speed of any vehicle upon a highway in excess of the prima facie speed limits in Section 22352 or established as authorized in this code is prima facie unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the basic speed law at the time, place and under the conditions then existing.

Prima Facie Speed Limits

Section 22352.

- (a) The prima facie limits are as follows and shall be applicable unless changed as authorized in this code and, if so changed, only when signs have been erected giving notice thereof:

- (1) Fifteen miles per hour:

A) When traversing a railway grade crossing, if during the last 100 feet of the approach to the crossing the driver does not have a clear and unobstructed view of the crossing and of any traffic on the railway for a distance of 400 feet in both directions along such railway. This subdivision does not apply in the case of any railway grade crossing where a human flagman is on duty or a clearly visible electrical or mechanical railway crossing signal device is installed but does not then indicate the immediate approach of a railway train or car.

B) When traversing any intersection of highways, if during the last 100 feet of the driver's approach to the intersection, the driver does not have a clear and unobstructed view of the intersection and of any traffic upon all of the highways entering the intersection for a distance of 100 feet along all those highways, except at an intersection protected by stop signs or yield right-of-way signs or controlled by official traffic control signals.

C) On any alley.

- (2) Twenty-five miles per hour:

A) On any highway other than a state highway, in any business or residence district unless a different speed is determined by local authority under procedures set forth in this code.

(B) When approaching or passing a school building or the grounds thereof, contiguous to a highway and posted with a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching or passing any school grounds which are not separated from the highway by a fence, gate or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign. For purposes of this subparagraph, standard "SCHOOL" warning signs may be placed at any distance up to 500 feet away from school grounds.

(C) When passing a senior center or other facility primarily used by senior citizens, contiguous to a street other than a state highway and posted with a standard "SENIOR" warning sign. A local authority is not required to erect any sign pursuant to this paragraph until donations from private sources covering those costs are received and the local agency makes a determination that the proposed signing should be implemented. A local authority may, however, utilize any other funds available to it to pay for the erection of those signs.

(b) This section shall become operative on March 1, 2001.

Increase of Local Speed Limits to 65 Miles Per Hour

Section 22357.

- (a) Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55 or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except upon the basis of an engineering and traffic survey. This section does not apply to any 25 mile per hour prima facie limit, which is applicable when passing a school building or the grounds thereof or when passing a senior center or other facility primarily used by senior citizens.
- (b) This section shall become operative on the date specified in subdivision (c) of Section 22366.

Decrease of Local Speed Limits

Section 22358.

- (a) Whenever a local authority determines upon the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45, 35, 30, or 25 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.
- (b) This section shall become operative on the date specified in subdivision (c) of Section 22366.

Downward Speed Zoning

Section 22358.5.

It is the intent of the Legislature that physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning, as the basic rule of Section 22350 is sufficient regulation as to such conditions.

Boundary Line Streets

Section 22359.

With respect to boundary line streets and highways where portions thereof are within different jurisdictions, no ordinance adopted under Sections 22357 and 22358 shall be effective as to any such portion until all authorities having jurisdiction of the portions of the street concerned have approved the same. This section shall not apply in the case of boundary line streets consisting of separate roadways within different jurisdictions.

Speed Trap Prohibition

Section 40801.

No peace officer or other person shall use a speedtrap in arresting, or participating or assisting in the arrest of, any person for any alleged violation of this code nor shall any speed trap be used in securing evidence as to the speed of any vehicle for the purpose of an arrest or prosecution under this code.

Speed Trap

Section 40802.

(a) A "speed trap" is either of the following:

- (1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.
- (2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving object. This paragraph does not apply to a local street, road, or school zone.

(b)(1) For purposes of this section, a local street or road is defined by the latest functional usage and federal-aid system maps submitted to the federal Highway Administration, except that when these maps have not been submitted, or when the street or road is not shown on the maps, a "local street or road" means a street or road that primarily provides access to abutting residential property and meets the following three conditions:

- (A) Roadway width of not more than 40 feet.
- (B) Not more than one-half mile of a uninterrupted length. Interruptions shall include official traffic control devices as defined in Section 445.
- (C) Not more than one traffic lane in each direction.

(2) For purposes of this section "school zone" means that area approaching or passing a school building or the grounds thereof that is contiguous to a highway and on which is posted a

standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. "School zone" also includes the area approaching or passing any school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children if that highway is posted with a standard "SCHOOL" warning sign.

- (c)(1) When all the following criteria are met, paragraph (2) of this subdivision shall be applicable and subdivision (a) shall not be applicable:
- (A) When radar is used, the arresting officer has successfully completed a radar operator course of not less than 24 hours on the use of police traffic radar, and the course was approved and certified by the Commission on Peace Officer Standards and Training.
 - (B) When laser or any other electronic device is used to measure the speed of moving objects, the arresting officer has successfully completed the training required in subparagraph (A) and an additional training course of not less than two hours approved and certified by the Commission on Peace Officer Standards and Training.
 - (C)(i) The prosecution proved that the arresting officer complied with subparagraphs (A) and (B) and that an engineering and traffic survey has been conducted in accordance with subparagraph (B) of paragraph (2). The prosecution proved that, prior to the officer issuing the notice to appear, the arresting officer established that the radar, laser, or other electronic device conformed to the requirements of subparagraph (D).
 - (ii) The prosecution proved the speed of the accused was unsafe for the conditions present at the time of alleged violation unless the citation was for a violation of Section 22349, 22356, or 22406.
 - (D) The radar, laser, or other electronic device used to measure the speed of the accused meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within the three years prior to the date of the alleged violation by an independent certified laser or radar repair and testing or calibration facility.
- (2) A "speed trap" is either of the following:
- (A) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.
 - (B)(i) A particular section of a highway or state highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within one of the following time periods, prior to the date of the alleged violation, and enforcement of speed limit involves the use of radar or any other electronic device that measures the speed of moving objects:
 - (I) Except as specified in subclause (II), seven years.
 - (II) If an engineering and traffic survey was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates

the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, 10 years.

- (ii) This subparagraph does not apply to a local street, road, or school zone.

Speed Trap Evidence

Section 40803.

- (a) No evidence as to the speed of a vehicle upon a highway shall be admitted in any court upon the trial of any person in any prosecution under this code upon a charge involving the speed of a vehicle when the evidence is based upon or obtained from or by the maintenance or use of a speedtrap.
- (b) In any prosecution under this code of a charge involving the speed of a vehicle, where enforcement involves the use of radar or other electronic devices which measure the speed of moving objects, the prosecution shall establish, as part of its prima facie case, that the evidence or testimony presented is not based upon a speed trap as defined in paragraph (2) of subdivision (a) of Section 40802.
- (c) When a traffic and engineering survey is required pursuant to paragraph (2) of subdivision (a) of Section 40802, evidence that a traffic and engineering survey has been conducted within five years of the date of the alleged violation or evidence that the offense was committed on a local street or road as defined in paragraph (2) of subdivision (a) of Section 40802 shall constitute a prima facie case that the evidence or testimony is not based upon a speed trap as defined in paragraph (2) subdivision (a) of Section 40802.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ASSISTANT CITY ADMINISTRATOR
DATE: SEPTEMBER 17, 2013
SUBJECT: **AGREEMENT WITH MANAGEMENT PARTNERS FOR BUDGET STABILIZATION PLANNING PROCESS**
FISCAL
IMPACT: \$33,900.00 (ACCOUNT 101511-6001)

SUMMARY:

Management Partners was previously retained to conduct a Fiscal Sustainability Review for presentation to the City Council in coordination with the City's Fiscal Year 2013-14 Operating Budget. The Sustainability Review was presented to the City Council during a Study Session held May 15, 2013, the same session as the presentation of the preliminary budget. The Sustainability Review showed the City operating a structural deficit for at least the next five years. This action retains Management Partners to continue their review and complete a Budget Stabilization Plan which will provide the City Council additional information and options to close the structural deficit, realign or transform services, and provide fiscal stability.

RECOMMENDATION:

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

- 1.) Approve an agreement with Management Partners to complete a Budget Stabilization Plan; and
- 2.) Direct the City Administrator to execute the agreement and obtain all necessary information from City departments and service providers required to complete the analysis prior to bringing back a draft Budget Stabilization Plan for City Council consideration.

DISCUSSION:

The initial Fiscal Sustainability Review prepared by Management Partners confirmed that the City's fiscal challenges are significant and that even in a no-increase expenditure scenario, the City will continue to operate with structural deficits over the next five years. In addition to the five year fiscal forecast, Management Partners ended their presentation with these final thoughts:

- The City has exerted fiscal discipline to live within its means over the last several years, even though the use of one-time only funds made decision making easier.
- The easy options have already been implemented.
- Serious fiscal discipline and policy decisions to control expenditures will be required for the next several years.

4.b.

September 17, 2013

- Serious consideration should be given to increase revenues to achieve long-term sustainability. Options for revenue enhancements include:
 - Full-cost recovery for user fees and development related fees.
 - Requesting voter approval for local tax increases to include a restoration of the Utility Users Tax to 5%.
 - Implementation of assessment districts or expansion of current assessment districts to reduce the burden on the General Fund.
- Changes to service delivery models are needed and include, but are not limited to, sharing services with other jurisdictions and contracting for entire departments such as Public Works and the Police Department.
- Changes in employee compensation are needed with particular emphasis on employees paying the employee share of pension costs and instituting benefit and specialty pay caps.
- As a last resort, service level reductions which affect the entire residential base could be implemented.

While the City has exerted fiscal discipline over the last several years, Management Partners believes that all of the easy options have already been implemented and that the City will need to take more aggressive actions to curtail its structural deficit. For example, over the last five fiscal years, the City has utilized over \$11.6 million in one-time only funding, underscoring that the City has not just a revenue problem, but a sizable expenditure problem. However, during this time City Staff, under City Council direction, has maintained fiscal control year after year in a way that largely shields the public from drastic service reductions.

Unfortunately, as the City enters the current Fiscal Year 2013-14, that ability to maintain service levels is at risk. The City entered the current fiscal year with an acknowledged \$1.5 million deficit under the assumption that if revenues and/or concessions are not made by targeted dates, corresponding cuts will be made. The first target date is October 1, 2013. Based on the approved 2013-14 Fiscal Year Operating Budget, three major reductions/enhancements are required to meet this \$1.5 million target: \$370,000 in labor negotiation concessions; \$700,000 in revenue from outdoor advertising revenue; and, \$377,625 in savings from refunding of the Working Capital Deficit Reduction Bond. As of the writing of this Staff Report those reductions/enhancements have not been met and may not be achievable.

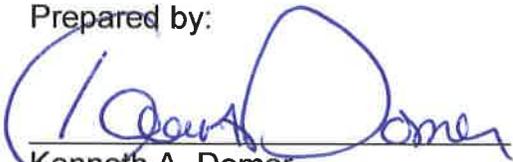
To assist the City in gaining further information as well as to identify potential solutions for resolving the structural deficit, Management Partners was asked to submit a proposal for a Budget Stabilization Plan (Stabilization Plan). A Stabilization Plan will offer an impartial and professional review of options that the City Council can consider. According to Management Partners, a budget stabilization plan includes "a list of options and alternatives available to Placentia, the anticipated financial impacts of each, and recommendations for implementation." Finally, Management Partners will prepare an action plan that contains timelines in which to implement recommendations. The actions and timelines are critical since the City will effectively have to pull its budget trigger due to the October 1, 2013 time frame set forth in the budget. Without the concessions and revenue enhancements described prior, cuts to include \$884,464 to the Police Department and \$184,430 to Maintenance Services, will have to be made at that date or very soon thereafter. It must be strongly noted that delaying any cuts only makes the cuts worse. \$1.4 million in cuts spread over 9 months is less painful and severe than the same amount over fewer months.

Upon approval, Management Partners will begin developing preliminary budget stabilization alternatives. They will analyze selected Citywide budget components to review organizational structure, revenues, constraints, personnel costs, and individual service improvement opportunities. During this time the City is to make every effort to identify all cost factors for providing services as well as identifying, through the utilization of Management Partners, costs of potential external service providers. The most important activity will be the review of preliminary results with the City Council. This process will take place in a publicly noticed meeting designed to solely focus on the Stabilization Plan. After this review of preliminary results, Management Partners will refine the Stabilization Plan, present alternatives, and report the results for final action by the City Council. Attached to this Staff Report is the full proposal from Management Partners.

FISCAL IMPACT:

The not-to-exceed cost from Management Partners is \$33,900.00 which represents 208 hours of third party staff time. The overall Stabilization Plan is proposed to be conclude early December, 2013.

Prepared by:



Kenneth A. Domer
Assistant City Administrator,
Development Services

Reviewed and approved by:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment:

Management Partners Proposal



August 22, 2013

Mr. Troy Butzlaff
City Manager
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Dear Mr. Butzlaff:

Management Partners is pleased to provide this proposal to conduct a survey review of the City of Placentia government, with the goal of identifying opportunities to bring revenues and expenditures into alignment on a sustainable basis.

Our Understanding of the Engagement

The City of Placentia has continued to grapple with financial challenges associated with rising labor costs and the impacts of the poor economy. Local economic conditions such as high unemployment, lower tax revenues and restricted credit availability have placed fiscal constraints on the City that are expected to last several years. The City has reduced expenditures by evaluating and streamlining operations and negotiating concessions from labor associations, along with some service-level reductions. Despite these efforts, a multi-year financial forecast prepared by Management Partners earlier this year projected a \$1.5 million deficit for FY 2013/14 and annual deficits each year for the next four years.

The magnitude of the deficits are expected to worsen as changes in California Public Employee Retirement System (CalPERS) employer rates go into effect in FY 2015/16, and costs beyond the City's control (such as those associated with health care and utilities) continue to rise. As a result of this prognosis, coming after several years of budget reductions, the City recognizes that true budget stabilization over the long term will require a balanced approach of revenue enhancements, expenditure controls, and consideration of service delivery alternatives to improve efficiency .

Because of the recent history of cutting spending year after year without apparent fiscal relief, the City is interested in obtaining an independent perspective of an outside professional organization competent to advise policy-makers about options. City management is looking for applicable ideas from other jurisdictions or innovations that will be suitable for Placentia to address the continuing structural imbalance between revenues and expenditure requirements. There also is interest in options for generating new revenues.

In view of Management Partners' vast experience with California cities and with large local governments across the United States, the City Manager asked the firm to submit a proposal to conduct a fresh, impartial and professional review of options that policy-makers could consider. The desired outcome is a budget stabilization plan that contains a list of options and alternatives available to Placentia, the anticipated financial impacts of each, and recommendations for implementation. The City also desires assistance preparing an action plan to implement recommendations approved by the City Council.

Plan of Work

The depth of experience that Management Partners' team members bring to this engagement, coupled with our creative approach to addressing structural budget challenges will ultimately result in a practical budget stabilization plan that will be beneficial to the City. Our suggested work plan for this engagement is described below. At your request, we have structured our approach to be conducted in two phases so that work can commence immediately under your signature authority. This approach is amenable to refinement to fine-tune it to your specific needs.

Phase One: Develop Preliminary Budget Stabilization Alternatives

Phase One includes a high-level scan of the City organization, structure, staffing, and operations, and analysis of selected budget components to identify preliminary opportunities for budget stabilization. During this phase we will also commence benchmarking activities; however they will not be fully completed until Phase Two.

Activity 1: Start Project

Management Partners will begin this project with a careful learning phase, starting with a planning meeting with the City's management to ensure that we have a sequence of events and schedule that will fit appropriately with your policy needs and tempo of events. During the kick-off meeting we will confirm and review the work plan and schedule of key deliverables.

The project start-up activity will form the foundation for the partnership between our project team and the City. In addition to covering logistics such as who should be interviewed and communication protocols, we will discuss the approach and timing of this project in relation to other activities in the life of the government to plan for a smooth interface between our work and the regular work of the enterprise. We understand that the effort associated with this study is in addition to the normal work and must be integrated in a way that minimizes disruption. Throughout the project we will keep you informed of our progress, observations, and initial recommendations.

As a result of our past work for the City of Placentia, we already have some of the information we will need to learn about the organization, and will follow-up with the project manager to obtain information that departments are able to provide for us at the start of our work. Most of this information will be readily available from City and department files, and from the recollections and ideas of the senior managers.



Activity 2: Review Government Structure, Staffing, Business Processes, Operations

Next, we will interview the City's executive staff to learn their perceptions and hear their ideas and suggestions about areas for attention, including those that perhaps have been suggested in the past but were not acted upon. We also recommend that we interview each member of the City Council to gain an understanding of their ideas and perceptions about the requirements for budget stabilization.

There is no doubt that the leaders of the government best know its opportunities and have ideas to pursue. We will combine these with our own knowledge about local government best practices (including operational reforms that have been implemented or considered in other cities similar to Placentia) to create a preliminary list of opportunities for improvement. These opportunities will include compensation changes, expenditure controls and shifts, alternative service delivery options and revenue enhancements.

During this activity, we also will initiate benchmarking of key indicators for Placentia against those of peer agencies. Conducting a benchmark comparison with four to six other similar organizations can be a useful source of learning to see how Placentia compares with others providing similar services, and where there may be opportunities to improve efficiency. The City is unique, and no other municipality operates in exactly in the way Placentia does. Nonetheless, learning how Placentia "stacks up" in comparison with other municipalities can be informative for policy-makers and managers alike. We propose to focus on elements of revenues or expenditures that seem to merit such attention. Since it does take time for this type of work, we plan to begin during Phase One, but will not have complete results until Phase Two.

Activity 3: Analyze Selected Citywide Budget Components

Even as we conduct the work described in Activity 2 we will plan for and begin focused analysis of particular aspects of Placentia City government that should receive special attention during this review. These include the following.

- **Organizational Structure.** The formal structure of the organization is the backbone supporting its operation. It sometimes reflects organizing constraints from a city charter or state law, as well as the unique history of Placentia. While it is certainly true that moving boxes around on an organization chart, or combining separate organizational units to make the whole look simpler does not reflect genuine substantive improvement, an analysis of the formal organization of the government can be one source of learning about ways this unique combination of human beings working together is positioned for success.
- **Revenues.** The City funds its programs and services from a wide array of revenue sources, each with its own history and constraints. We will scan the City's revenue structure for opportunities to improve revenues, by ensuring Placentia is fully funding user services appropriately, examining opportunities for new revenues, and assuring



that the City is neither significantly above or below market with its basic revenue sources. We stress that this will be a scan review by our experts, but not a detailed study of individual fees. We also will analyze the feasibility and financial implications of new revenue sources, such as landscaping and lighting assessment districts, tax increases, or other measures.

- **Constraints.** When working to reposition a complex entity such as Placentia's government to assure long-term budget stabilization, it is important to think about the constraints that exist with an open mind. As we think about opportunities for improvement we will also look to identify the constraints on policy-makers' freedom of action that may inhibit implementation of a good idea.
- **Personnel Costs.** Personnel expense is the single largest expenditure of City government, and the terms and conditions that govern pay practices (and the ultimate, resultant cost) warrant careful review. Often, some elements in a municipal compensation plan are holdovers from an earlier era, a presumption of incentives to influence workforce behavior, or are found in individual labor agreements or City ordinances. Seldom are these practices examined in total, an essential step in conducting an overall government-wide review. We will examine the City's labor agreements to identify opportunities to control future costs that should be considered, even in the currently strained labor relations environment.
- **Individual Service Improvement Opportunities.** With the number of separate services operated by the City, it is likely that there are opportunities to institute best practice reforms that might help provide services in a more cost-efficient way without sacrificing quality levels. As with the revenue side of the budget review, our assessment of operations will be a scan review rather than a detailed analysis of individual services. We will primarily be seeking ideas for improvement with significant payoff potential.

Activity 4: Review Preliminary Results with Policy-makers

At the mid-point of the project we will summarize our observations and ideas in a PowerPoint presentation that will be reviewed with City management and then with the Mayor and City Council. This will give each group an early opportunity to offer comments, ideas and questions that will enrich the remainder of the project work. Such comments also will help us identify specific areas on which to focus during the second phase of the project.

Phase Two: Refine and Present Budget Stabilization Alternatives and Support Implementation

During Phase Two we will conduct a more detailed analysis of the most promising alternatives, develop specific budget stabilization recommendations for Placentia, and provide support to facilitate their successful implementation.



Activity 5: Conduct Additional Analysis

During this activity we will complete the benchmarking comparisons between Placentia and peer agencies described in Phase One, Activity 2. We will pay particular attention to identifying additional budget stabilization best practices and trends of relevance to Placentia that may not have been identified in Phase One.

Throughout this work, and particularly at the conclusion of this activity, we will assess the information we have obtained for its applicability and value for the City. We will draw on the feedback to the preliminary report we received from managers and policy-makers and this additional analysis as to refine our ideas for budget stabilization strategies that will help the City move toward its goal of achieving a financially viable, sustainable budget to support essential services.

Activity 6: Report Results

Next, we will summarize the refined alternatives for budget stabilization and identify the next steps that the City should consider with regard to each. We will prepare another PowerPoint presentation to describe the opportunities for improvement that we recommend for implementation. As with the preliminary midpoint report, we anticipate presenting these results first to the City's management team and subsequently to the Mayor and members of Council.

Activity 7: Support Implementation

During this final activity we will create an Implementation Action Plan for the budget stabilization strategies the City Council agrees to pursue. The Implementation Action Plan is designed to be an executable plan of work that includes a schedule, milestones and assigned responsibility. The plan will also identify performance measures to track progress. We will develop the plan in consultation with City management, as we are cognizant that implementation must occur in conjunction with other ongoing responsibilities. During implementation we will continue to serve as a resource as requested, and can provide more detailed analysis and assistance in implementing specific strategies if desired through a modification in this scope of work.

Project Team

Management Partners has a project team that is highly qualified to complete this work for the City of Placentia. This project will be a top priority for Management Partners and our team members will be available in whatever capacity and with whatever availability will contribute to the success of the project. Cathy Standiford, Partner, will serve as project manager and will be responsible for execution of the project. She will be assisted by Tom Gardner, Tim Sullivan, Alan Rosen and Adrian Gonzalez. The brief qualifications of each Management Partners team member are summarized below.

Cathy Standiford, Partner, has developed her expertise in strategic management, organizational development, team building, operations analysis, and problem solving during 27



years of public sector experience. Before joining Management Partners she held executive level positions in three California communities, including assistant city manager for the City of Santa Ana, city manager for the City of La Palma, and deputy city manager for the City of Garden Grove. An ICMA Credentialed Manager since 2004, Cathy is recognized for her knowledge of municipal government operations and policy issues. She is a skilled facilitator and trainer, and serves as an adjunct professor for California State University Fullerton's Public Sector Leadership in the 21st Century program. Some of the clients Cathy has assisted include the cities of Anaheim, Fullerton, Fremont, Huntington Beach, Long Beach, Mission Viejo, Orange, Placentia Newport Beach, Rohnert Park, Sacramento, San Jose, Santa Monica, Seal Beach, Glendale and Glendora; the Cambria Community Healthcare District; Ventura County; the Santa Barbara County Association of Governments; and Chrysalis Enterprises, a non-profit organization based in Los Angeles.

Tom Gardner, DPA, Special Advisor, provides expert assistance in the development of financial plans, fiscal analysis and strategies for organizational innovations and reorganizations. Before joining Management Partners, Tom's practical experience included 30 years in county and city government management, and in consulting services. His academic career spans 24 years and five universities teaching public finance and budgeting, organizational behavior and ethics. In 1979 he joined the Fresno County Administrative Office as an analyst and participated in the fiscal restructuring of the county following Prop 13. Tom is an acknowledged expert in organizational responses to fiscal stress across a wide variety of public agencies. Most recently, he served as the City of Vista's finance director and as the City of Ventura's director of administrative services. In Ventura he was responsible for core financial services, including budgeting, accounting, investments, purchasing and information technology. Tom has worked on fiscal assessments, modeling and sustainability planning since 1996.

Tim Sullivan, Special Advisor, has more than 30 years of experience in federal and local government human resources. He joined Management Partners in June 2008. Tim's areas of expertise include labor and employee relations, classification and compensation, human resources policy and procedure development and management training. He is an experienced trainer and certified mediator. Tim served as the labor relations manager and assistant human resources director for the County of San Mateo and as personnel director for the Internal Revenue Service's San Jose District Office. He has also been a part-time professor at San Jose State University. Tim has served as lead consultant on many human resources projects for Management Partners. The projects have included developing operational plans, objectives and performance measures for employee relations and the Americans With Disabilities Act functions in Alameda County; conducting investigations of complaints for Alameda County; conducting organization and staffing studies of human resources for the cities of Vallejo, Carson, and Ceres; conducting labor negotiations for the City of Martinez; facilitating a performance evaluation for an executive with the Bay Area Air Quality Management District; conducting an in-depth review of the human resources function for the Alameda County Transportation Improvement Authority and Alameda County Congestion Management Agency as part of their merger into one agency; developing job specifications for a number of clients;



and conducting human resources and labor relations assessments as part of larger organizational studies for several of our clients, including Phoenix, Arizona and Long Beach and Santa Ana, California. Tim also conducted an investigation into issues raised by staff at the Associated Community Action Program (ACAP), a non-profit organization associated with the County of Alameda.

Alan Rosen, Senior Management Advisor, has more than 12 years of diverse non-profit, state and local government management experience in New York, Florida, Georgia, and Nevada including service as the budget manager for a large county. He helped implement outcome-based budgeting in Broward County, Florida, and Fulton County, Georgia. His areas of expertise include fiscal and budget analysis, performance measurement, process improvement and group facilitation. Alan was trained in process improvement and served as an internal consultant in two large local governments. He brings a blend of analytical, budgetary and strategic skills that add value to all aspects of local government.

Adrian Gonzales, Management Analyst, joined Management Partners in June 2012. He brings an understanding of complex government organizations, experience analyzing municipal budgets and financial constraints, as well as an understanding of federal and state policies impacting county and municipal government agencies. Prior to Management Partners, Adrian served as an intern with the city administrative officer (CAO), chief financial advisor for the Mayor, for the City of Los Angeles where he conducted fiscal and policy analysis. He also served as an intern for the City of Whittier in the City Manager's Office where he conducted research, provided policy recommendations, drafted ordinances and wrote on behalf of the Mayor, City Council and city manager. Adrian graduated from Whittier College in Whittier, California, where he earned a bachelor's degree with a double major in political science and public policy through the Whittier Scholars Program where his emphasis was on municipal government.

Hours, Schedule and Cost

Management Partners anticipates spending 208 hours completing the scope of work described in this proposal, as shown in the table on the following page. Of these, 141 hours are for Phase One activities, while 67 hours will be required for Phase Two.



ACTIVITY	HOURS	COST
Phase One		
1 – Start Project	17	\$2,900
2 – Review Government Structure, Staffing, Business Process, Operations	55	\$7,700
3 – Analyze Selected Budget Components	52	\$9,150
4 - Review Preliminary Results with City	17	\$3,250
Subtotal	141	\$23,000
Phase Two		
5 – Conduct Additional Analysis	38	\$5,400
6 – Report Results	17	\$3,250
7 – Support Implementation	12	\$2,250
Subtotal	67	\$10,900
TOTAL	208	\$33,900

The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal. The total cost to execute the project described above is \$33,900, including all fees and expenses. A proposed schedule is provided as an attachment.

Conclusion

Management Partners has the experience, the professional talent and the commitment necessary to assist the City of Placentia. We welcome the opportunity to provide additional information that may be helpful, and would be pleased to assist with you this project.

Sincerely,



Andrew S. Belknap
Regional Vice President

Accepted for the City of Placentia by:

Name: _____

Title: _____

Date: _____



Attachment - Proposed Project Schedule

**Budget Stabilization Plan
City of Placentia**

	Start	2	3	4	5	6	7	8	9	10	11	12	13
	9/2	9/9	9/16	9/23	9/30	10/7	10/14	10/21	10/28	11/4	11/11	11/18	11/25
Activity 1: Start Project													
1.1	Prepare work plan, schedule and document request												
1.2	Convene kickoff meeting with City Management												
1.3	Obtain and review background information												
Activity 2: Review government structure, staffing, business processes, operations													
2.1	Interview senior managers, summarize results												
2.2	Interview City Council members												
2.3	Synthesize available department information												
2.4	Initiate benchmark comparison with peer agencies												
2.5	Summarize results of initial analysis												
Activity 3: Analyze selected citywide budget components													
3.1	Review overall organizational structure												
3.2	Review potential revenue sources and financial implications												
3.3	Identify constraints on implementing best practices												
3.4	Review labor agreements and associated personnel costs												
3.5	Identify potential budget stabilization improvements												
Activity 4: Review Preliminary Results with Policy-Makers													
4.1	Prepare presentation of observations and preliminary ideas to consider												
4.2	Present results to City Management												
4.3	Present results to Mayor and City Council												
Activity 5: Conduct Additional Analysis													
5.1	Complete benchmark comparison with peer agencies												
5.2	Research best practices												
5.3	Analyze applicability of supplementary information to Placentia												
5.4	Refine budget stabilization opportunities												
Activity 6: Report Results													
6.1	Prepare list of refined budget stabilization opportunities and next steps												
6.2	Present refined budget stabilization opportunities to City management												
6.3	Present results to Mayor and City Council												
Activity 7: Support Implementation													
7.1	Prepare draft implementation action plan												
7.2	Review draft implementation action plan with City												





Successor Agency to the Redevelopment Agency of the City of Placentia

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: SEPTEMBER 17, 2013

SUBJECT: **RECOGNIZED OBLIGATION PAYMENT SCHEDULE COVERING JANUARY 1, 2014 TO JUNE 30, 2014 (ROPS 13-14B)**

FISCAL
IMPACT: EXPENDITURES: RPTTF \$ 8,257,259
ACA \$ 207,303
OTHER \$ 866,993

SUMMARY:

Based on the dissolution of the Redevelopment Agency of the City of Placentia, the Successor Agency is to prepare a Recognized Obligation Payment Schedule (ROPS) covering each six month period of a fiscal year. This action adopts a Recognized Obligation Payment Schedule covering the six-month reporting period January 1, 2014 to June 30, 2014.

RECOMMENDATION:

It is recommended that the City Council, acting in its sole capacity as the Successor Agency to the Redevelopment Agency of the City of Placentia, take the following action:

1. Approve Resolution RSA-2013-____, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Adopting the Recognized Payment Obligation Schedule for the Period Covering January 1, 2014 to June 30, 2014.

DISCUSSION:

As part of the winding down of the former redevelopment agency, the Successor Agency shall adopt a ROPS as part of the process to pay enforceable obligations of the former agency. According to new formats and instructions from the State Department of Finance (DOF), to include a new naming scheme for the ROPS documents, this Recognized Obligation Payment Schedule is referred to as ROPS 13-14B. ROPS 13-14B, covering the period January 1, 2014 to June 30, 2014, must be approved by the Oversight Board and submitted to the State no later than October 1, 2013. Per Health & Safety Code § 34177(l), Successor Agencies have to prepare a ROPS before the six-month fiscal period covered by the ROPS. Based on the enactment of AB 1484, and subsequent guidance from the State, the California Department of

4.c.

September 17, 2013

Finance (DOF), has 45 days from submission after Oversight Board approval to review the ROPS and object to any items.

This iteration of ROPS, the fifth to be submitted to the State, is now an on-line version. The Excel format is partially filled out with prior enforceable obligations and the completed ROPS is now uploaded to a special web site set up by DOF. Putting the ROPS on-line will serve all parties better – providing easier formatting for successor agencies and more reportable formats for various entities to include, most importantly, the public.

At this time, Staff is providing to the Successor Agency for consideration ROPS 13-14B. For this ROPS, an item of note is:

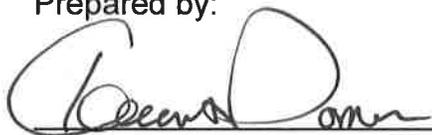
- The Successor Agency is moving forward with a refunding of the 2002 Series A and B bonds (2002 Bonds) as well as the 2009 Tax Allocation Notes (2009 Notes). Due to timing and potential that the 2002 Bonds may not be refunded if interest rates change, the interest/principle for that bond will also be included as well as the full balloon payment of the 2009 Notes.

With the enactment of AB 1484, the State imposed draconian penalties for not submitting the ROPS according to the schedule set forth by the DOF. Failure to submit the ROPS will result in a fine of \$10,000 per day, among other actions based on the determination of DOF in its review of the ROPS.

FISCAL IMPACT:

Proposed expenditures from the Redevelopment Property Tax Trust Fund (RPTTF) are \$8,257,259. Of this amount, \$7,115,438 relates to the balloon payment for the 2009 Notes and that amount is only included out of extreme caution if the 2009 Notes are not refunded. If they are refunded, the RPTTF expenditures are closer to \$1,141,821. Expenditures paid from the RPTTF but through the Administrative Cost Allocation are \$207,303 and represent the remaining portion of the \$250,000 allocation the Successor Agency is allowed. Another expenditure tracked on the ROPS is \$866,993 in lease payments from the City to the Successor Agency for the 2003 Certificates of Participation in which the City is reimbursed by the Successor Agency for 87.2% of the payment.

Prepared by:



Ken Domer,
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA/CM
City Administrator

Attachments:

Resolution RSA-2013-_____
Recognized Obligation Payment Schedule January 1, 2014 to June 30, 2014 (ROPS 13-14B)

RESOLUTION NO. RSA-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, ADOPTING THE RECOGNIZED PAYMENT OBLIGATION SCHEDULE FOR THE PERIOD JANUARY 1, 2014 TO JUNE 30, 2014.

A. Recitals.

(i). California Health and Safety Code § 34177 provides that before each six month fiscal period, successor agencies to former redevelopment agencies must prepare a Recognized Obligation Payment Schedule ("ROPS") for the enforceable obligations of the former redevelopment agency in accordance with the requirements of § 34177. The next six-month fiscal period for which a ROPS is required is the period that commences on January 1, 2014 and ends on June 30, 2014.

(ii). The City Council, in its capacity as the Successor Agency to the Redevelopment Agency of the City of Placentia, desires to adopt this Resolution approving a ROPS in accordance with California Health and Safety Code § 34177 for the six-month fiscal period that commences on January 1, 2014 and ends on June 30, 2014.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY 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 Council, acting in its capacity as the Successor Agency, approves and authorizes transmittal of the draft Recognized Obligation Payment Schedule covering the period of January 1, 2014 through June 30, 2014, in substantially the form attached hereto as Exhibit "A", as required by State law.

3. In retaining the responsibilities of the Redevelopment Agency of the City of Placentia as provided in California Health and Safety Code §§ 34173 and 34176, the City Council expressly determines, recognizes, reaffirms, and ratifies the statutory limitation on the City and the City Council's liability in retaining the responsibilities of the Redevelopment Agency of the City of Placentia under AB 1X 26. Nothing in this Resolution shall be construed as a commitment, obligation, or debt of the City or any resources, funds, or assets of the City to fund the City's service as the successor agency to the Redevelopment Agency of the City of Placentia as provided in this Resolution.

4. The City Administrator, or designee, hereby is authorized and directed to submit the ROPS set forth in Exhibit "A" to the Oversight Board for approval and transmittal to all required County and State agencies as well as to post the ROPS on the Successor Agency website.

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

SCOTT W. NELSON,
MAYOR

Attest:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 17th day of September, 2013 by the following vote:

AYES:
NOES: None
ABSENT: None
ABSTAIN: None

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

Recognized Obligation Payment Schedule (ROPS) 13-14B - ROPS Detail
January 1, 2014 through June 30, 2014
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	KLMNOP					P
										Funding Source		RPTTF			
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
1	2002 Tax Allocation Bonds A	Bonds Issued On or Before 12/31/10	1/17/2002	9/1/2032	US Bank	2002 Series A Housing Bonds	Merged	\$ 24,112,865	N	\$ -	\$ -	\$ 866,993	\$ 8,257,259	\$ 207,303	\$ 9,331,555
2	2002 Tax Allocation Bonds B	Bonds Issued On or Before 12/31/10	1/17/2002	9/1/2032	US Bank	2002 Series B Capital Bonds	Merged	4,114,005	N	\$ -	\$ -	\$ -	\$ 71,516	\$ -	\$ 71,516
3	2009 Tax Allocation Notes	Bonds Issued On or Before 12/31/10	2/19/2009	2/1/2014	US Bank	2009 Subordinate Tax Allocation Notes	Merged	7,015,438	N	\$ -	\$ -	\$ -	\$ 7,115,438	\$ -	\$ 7,115,438
4	2003 COFs City Reimbursement	Miscellaneous	1/1/2003	1/1/2028	City of Peoria	Amended & Restated Reimbursement Agreement	Merged	6,798,247	N	\$ -	\$ -	\$ -	\$ 758,792	\$ -	\$ 758,792
5	Crowther Relocation	Property Dispositions	3/18/2008	5/30/2014	Overland Pacific Outlier	Relocation expenses related to Crowther Property Purchase	Merged	55,900	N	\$ -	\$ -	\$ -	\$ 55,900	\$ -	\$ 55,900
6	132 Crowther Building	Miscellaneous	3/24/2010	4/30/2017	Keller Williams/Assignee	Lease payment for 132 Crowther	Merged	-	N	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ 7,500
7	132 Crowther Building	Miscellaneous	3/24/2010	4/30/2017	DMMWP, LLC/Assignee	Lease payment for 132 Crowther	Merged	-	N	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000
8	SB 2557 Property Tax Admin	Fees	1/1/2014	5/30/2014	County of Orange	Lease payment for 132 Crowther	Merged	-	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Trustee Fees	Fees	7/1/2013	5/30/2014	US Bank	Trustee Fees for US Bank bond	Merged	-	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	External Legal Services	Admin Costs	1/1/2014	5/30/2014	Various	Legal services for US Bank bond	Merged	-	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Property Tax Administration	Fees	1/1/2014	5/30/2014	HDL Cohen & Cone	Legal services for Oversight Board	Merged	-	N	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ 12,000
12	LM Income Housing Properties	Miscellaneous			To Be Determined	Require & property services for (overhead housing	Merged	-	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2003 Improvement COFs	Bonds Issued On or Before 12/31/10	1/1/2003	1/1/2028	US Bank	2003 Certificates of Participation	Merged	-	N	\$ -	\$ -	\$ 866,993	\$ -	\$ -	\$ 866,993
14	Real Estate Advisory Services	Admin Costs	3/10/2009	12/31/2017	Kosmont Companies	Downtown Parking Structural/real	Merged	-	N	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ 18,000
15	Administrative Overhead	Admin Costs	7/1/2013	5/30/2014	City of Peoria	Business services	Merged	-	N	\$ -	\$ -	\$ -	\$ 91,653	\$ -	\$ 91,653
16	Legal Services	Admin Costs	5/19/2009	12/31/2017	Andrew V. Arzyanski	Allocated overhead for SAOB operations	Merged	-	N	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000
17	External Legal Services	Admin Costs	3/9/2009	5/30/2014	Daley & Helt	Legal services for prior property Agency	Merged	-	N	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000
18	External Audit	Admin Costs	6/21/2011	12/31/2013	Haskell & White LLP	Close out audit and audit of SA	Merged	-	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Bond Administration	Fees	8/19/2008	12/31/2017	Hanel & Company	Continuing disclosure & financial analysis for issuances	Merged	-	N	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ 7,500
20	2009 Bond Refinancing Counsel	Fees	9/18/2012	12/31/2013	Jones Hall	Bond Counsel for potential 2009 bond refinancing	Merged	-	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	2009 Bond Refinancing Fin Advise	Fees	9/18/2012	12/31/2013	Hanel & Company	Continuing disclosure & financial analysis for issuances	Merged	-	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Due Diligence Review	Discretionary Audits	10/1/2012	5/30/2013	To Be Determined	AB 1484 Due Diligence Review	Merged	-	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	2009 Notes Refunding Fiscal Consultant Report	Fees	7/1/2013	5/30/2014	HDL Cohen & Cone	Fiscal Consultant Report for Bond Refunding	Merged	-	N	\$ -	\$ -	\$ -	\$ 21,000	\$ -	\$ 21,000
24	2009 Notes Refunding Trustee	Fees	7/1/2013	5/30/2014	US Bank	Trustee Fees for 2009 Note Refunding	Merged	-	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	2009 Notes Refunding Disclosure Counsel	Fees	7/1/2013	5/30/2014	TBD	Disclosure Counsel Fees for 2009 Note Refunding	Merged	-	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	2009 Notes Refunding Validation Action	Fees	7/1/2013	5/30/2014	TBD	Validation Action for 2009 Note Refunding	Merged	-	Y	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	2002 Tax Allocation Bonds A	Reserves	1/1/2002	9/1/2032	US Bank	Reserves	Merged	-	N	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000
28	2002 Tax Allocation Bonds B	Reserves	1/1/2002	9/1/2032	US Bank	Reserves	Merged	-	N	\$ -	\$ -	\$ -	\$ 55,000	\$ -	\$ 55,000