



Regular Meeting Agenda

September 16, 2014

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
September 16, 2014
6:00 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

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. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(d)(4) 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 group:
 - a. Placentia City Employees Association (PCEA)
City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative Services
4. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 307 Baker Street APN: 339-392-14, 15
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Wes Larmore, Domus Development
Under Negotiations: Price and Terms of Payment
 - b. Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY: None

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 ADJOURNED MEETING AGENDA
SEPTEMBER 16, 2014
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 Roger Mendoza

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. **Proclamation Designating the Month of September, 2014 as Childhood Cancer Awareness Month**
Presenters: Mayor Nelson and Assistant City Administrator Arrula
- b. **Proclamation Proclaiming the City of Placentia as a Purple Heart City**
Recipients: Chapter 752 Former Commander Jim Pinnix, and Lupe Sazea
Presenters: Mayor Nelson and Assistant City Administrator Arrula
- c. **Proclamation Designating the Week of October 5th -11th as Fire Prevention Week**
Recipient: Battalion Chief Randy Black
Presenters: Mayor Nelson and Assistant City Administrator Arrula
- d. **Proclamation Designating the Week of September 17th- 24th as Constitution Week**
Recipient: Mojave Chapter Daughters of the American Revolution Representative Sharon Corsiglia
Presenters: Mayor Nelson and Assistant City Administrator Arrula
- e. **Recognition of Mayor Nelson for his services as the League of California Cities OC Division President**
Recipient: Mayor Nelson
Presenter: League of California Cities Public Affairs Regional Manager, Tony Cardenas

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**
Fiscal Impact: None
Recommended Action: Approve

- b. **Minutes**
City Council/Successor/ICDA Regular Meetings – May 27, June 3, June 10, July 15, July 22, 2014
Recommended Action: Approve

- c. **City Fiscal Year 2013-14 Check Register for September 16, 2014**
Fiscal Impact: \$455,510.28
Recommended Action: It is recommended that the City Council:
1) Receive and file

- d. **City Fiscal Year 2014-15 Check Register for September 16, 2014**
Fiscal Impact: \$931,621.53
Recommended Action: It is recommended that the City Council:
1) Receive and file

COUNCIL CONSENT CALENDAR:

- e. **Certification of Addendum No. 1 to the Placentia Metrolink Station Project Environmental Impact Report**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Find that the analysis and conclusions documented in Addendum No. 1 to the Certified EIR prepared for the Project are adequate and appropriate and have been relied upon for documentation of the effects of the Project on the environment, that changes and additions to the timing of the contemplated building demolition justify the issuance of an Addendum to the City’s original Certified EIR, and that the proposed Project does not alter the conclusions contained in the Certified EIR (SCH No. 2007011046) as adopted by the City Council in 2010, and that the changes in the Project do not exceed the thresholds outlined in §§ 15162 and 15164 of the State CEQA Guidelines
2) Determine that Addendum No. 1 to the Certified EIR Prepared for the Project is adequate and appropriate and no further analysis of the environmental impacts of this proposed Project is required in a Supplemental/Subsequent EIR or MND

- 3) Adopt Resolution No. R-2014-57, A Resolution of the City Council of the City of Placentia, California, certifying Addendum No. 1 to the Certified Environmental Impact Report for the Westgate Metrolink Project
- 4) Authorize the City Clerk to file the Notice of Determination for the Project pursuant to CEQA Guidelines and requirements.

f. **Approval of Plans and Specifications and Award of Contract to Unlimited Environmental, Inc., for the Demolition and Clean Up of the Placentia Packing House**

Fiscal Impact: Expense: \$343,176.10 for Construction Services

Offsetting Revenue: \$343,176.10 Developer Funding

Budgeted: \$343,176.10 (Account No.: 333552-6185 J/L 61133)

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by City Staff dated December 6, 2013, for the Demolition and Clean Up of the Placentia Packing House Project
- 2) Accept the proposal submitted by Unlimited Environmental, Inc., the lowest responsive and responsible bidder, in the amount of \$298,414.00, and award them a construction contract
- 3) Reject all other bids
- 4) Adopt Resolution No. R-2014-58, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$343,176.10 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
- 5) Authorize the City Administrator to execute documents on behalf of the City, in a form approved by the City Attorney
- 6) 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 \$44,762.10 (15% of the project construction contract amount).

g. **Professional Services Agreement for Provision of Building Official and Building and Public Works Inspection Services**

Fiscal Impact: Fiscal Year 2014-15 Expense: \$168,400

Offsetting Revenue: \$168,400

Budgeted: \$168,400 (Account No.: 102532-6045, 102532-6290, 103550-6290)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Lilley Planning Group to provide for professional services related to Public Works and Development Services for the period September 16, 2014 to September 15, 2015
- 2) Authorize the City Administrator to sign the Agreement and approve contract extensions, in a form approved by the City Attorney

h. **Request for Additional Appropriations for Patrol Overtime Budget to Participate in the Office of Traffic Safety Grant – “Selective Traffic Enforcement Program (STEP) for Fiscal Year 2014-15”**

Fiscal Impact: Expense: \$105,100 (Account No. 103041-5015)

Offsetting Revenue: \$105,100

Recommended Action: It is recommended that the City Council:

- 1) Approve the acceptance of the Office of Traffic Safety grant in a form presented and direct the Acting Chief of Police to complete the final paperwork
- 2) Adopt Resolution No. R-2014-59, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal

Year 2014-15 in the aggregate amount of \$105,100 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures

- i. **Approval of Agreement with the Muckenthaler Cultural Center for Use of Kraemer Memorial Park and the Teen Center for Arts Programs**
Fiscal Impact: Revenue: \$145,000 Estimated in Grants, In-Kind Services and Facility Improvements
Expenditures: \$5,000 Matching Program Contribution (3.4%)
Budgeted: \$5,000 (Account No.: 104071-6099)
Recommended Action: It is recommended that the City Council:
 - 1) Approve an agreement with the Muckenthaler Cultural Center to use Kraemer Memorial Park and the Teen Center for arts programs
 - 2) Authorize the City Administrator, or his designee, to execute all applicable documents, in a form approved by the City Attorney

- j. **Approval of Memorandum of Understanding between the City and the Placentia Police Officers Association**
Fiscal Impact: Expense: \$9,000 Estimated in Fiscal Year 2014-15
Recommended Action: It is recommended that the City Council:
 - 1) Approve the proposed Memorandum of Understanding with the Placentia Police Officers Association
 - 2) Authorize the Director of Administrative Services and Finance Services Manager to sign the document on behalf of the City Council and City Administrator

- k. **Adoption of Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Founders Society Special Event Scheduled for Sunday, December 7, 2014**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Approve Resolution No. R-2014-60, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society special event scheduled for December 7, 2014

- l. **Adoption of Resolution Authorizing Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 for the Operation of the Las Posadas and Tamale Festival Scheduled for Wednesday, December 10, 2014**
Fiscal Impact: Expense: \$8,500 (Estimated)
Revenue: \$8,500 (Reimbursement from Placita Santa Fe Merchants)
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 December 10, 2014, 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-2014-61, A Resolution of the City Council of the City of Placentia, California, authorizing the Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Las Posadas and Tamale Festival

on December 10, 2014 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue

m. **Approval of Plans and Specifications and Award of Contract to CHI Construction for the Public Alley Way and Related Improvements**

Fiscal Impact: Expense: \$108,244.50 for Construction Services

Offsetting Revenue: \$108,244.50 Gas Tax

Budgeted: \$108,244.50 (Account No.: 333552-6185 J/L 61132)

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by Willdan Engineering dated August 6, 2014, for Public Alley Way and Placentia Parking Lot, 235 South Bradford Avenue Project
- 2) Accept the proposal submitted by CHI Construction, the lowest responsive and responsible bidder, in the amount of \$94,125.65, and award them a construction contract
- 3) Reject all other bids
- 4) Adopt Resolution No. R-2014-62, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$108,244.50 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
- 5) Authorize the City Administrator to execute documents on behalf of the City, in a form approved by the City Attorney
- 6) 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 \$14,118.85 (15% of the project construction contract amount)

n. **Purchase of Crafcoc Crack Sealer**

Fiscal Impact: Expense: \$30,417.29

Budgeted: \$30,419.29 Gas Tax Funds (Account No.: 173552-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of a Crack Sealer from Crafcoc in the amount of \$30,417.29
- 2) Adopt Resolution No. R-2014-63, A Resolution of the City Council of the City of Placentia, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount \$30,417.29 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures

o. **Award of Contract for Street Sweeping Services**

Fiscal Impact: Expense: \$178,686.03

Offsetting Revenue: \$178,868.03

Budgeted: \$178,868.03 (Account No.: 374387-6099)

Recommended Action: It is recommended that the City Council:

- 1) Award a contract for street sweeping services to Athens Services, in an annual amount not-to-exceed \$178,868.03 for an initial three (3) year term with two (2) additional one (1) year extensions at the discretion of the City Administrator
- 2) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

p. **Budget Amendment- Asset Forfeiture Funds and Authorization to Purchase Equipment**

Fiscal Impact: \$12,000 Expenditure of Asset Forfeiture Funds to Purchase Equipment (Account No.: 213041-6840) Fiscal Year 2014-15

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-64, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$12,000 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
- 2) Authorize the purchase of equipment and related peripheral installation with Asset Forfeiture Funds in an amount not-to-exceed \$12,000
- 3) Authorize the City Administrator, or his designee, to execute all necessary documents to effectuate these actions

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS: None

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

COUNCIL NEW BUSINESS: None

SUCCESSOR AGENCY NEW BUSINESS:

a. **Recognized Obligation Payment Schedule Covering January 1, 2015 to June 30, 2015 (ROPS 14-15B)**

Financial Impact: Expenditures: RPTTF \$1,205,573 ACA \$27,950

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. RSA-2014-04, 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, approving and adopting the Recognized Payment Obligation Schedule for the period covering January 1, 2015 to June 30, 2015 (ROPS 14-15B)

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 7, 2014 at 5:30 p.m.

CERTIFICATION OF POSTING

I, Amy Diaz, Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the September 16, 2014 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on September 11, 2014.

Amy Diaz, Deputy City Clerk

**PRESENTATION – PROCLAMATION DESIGNATING THE MONTH OF SEPTEMBER, 2014
AS CHILDHOOD CANCER AWARENESS MONTH
CITY COUNCIL MEETING SEPTEMBER 16, 2014**

September is Childhood Cancer Awareness Month, a time to honor and remember children and families affected by these rare diseases, and help rally support to give kids with cancer better outcomes by supporting our ground-breaking research.

Kids Cancer Connection was founded over twenty (20) years ago by Steve Firestein, a member of the philanthropic Max Factor Family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection Inc. are dedicated to helping these children and their families.

Proclamation to be mailed out to Kids Cancer Connection Founder, Steven Firestein.

Recipient: Proclamation to be mailed out

Presenters: Mayor Nelson and Assistant City Administrator Arrula

**Presentation A
September 16, 2014**

**PRESENTATION – PROCLAMATION PROCLAIMING THE CITY OF PLACENTIA AS A
PURPLE HEART CITY
CITY COUNCIL MEETING SEPTEMBER 16, 2014**

Mayor Nelson to present proclamation to Chapter 752 Former Commander Jim Pinnix, and Lupe Sazea, proclaiming the City of Placentia as a Purple Heart City

The Proclamation proclaiming the City of Placentia as a Purple Heart City is in recognition and honor of the living and dead who were wounded in combat in all military actions. The proclamation will be taken to the State Veterans Museum and placed on the wall of museum.

**Recipient: Chapter 752 Former Commander Jim Pinnix, and Lupe Sazea
Presenters: Mayor Nelson and Assistant City Administrator Arrula**

**Presentation B
September 16, 2014**

**PROCLAMATION DESIGNATING THE WEEK OF OCTOBER 5-11, 2014, AS FIRE PREVENTION WEEK
CITY COUNCIL MEETING SEPTEMBER 16, 2014**

Mayor Nelson to present proclamation to OCFA Battalion Chief Randy Black designating the week of October 5-11, 2014, as Fire Prevention Week.

The 2014 Fire Prevention Week theme, "Smoke Alarms Save Lives: Test Yours Every Month" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

Recipient: Battalion Chief Randy Black

Presenters: Mayor Nelson and Assistant City Administrator Arrula

**Presentation C
September 16, 2014**

**PROCLAMATION DESIGNATING THE WEEK OF SEPTEMBER 17-24, AS
CONSTITUTION WEEK
CITY COUNCIL MEETING FOR SEPTEMBER 16, 2014**

Mayor Nelson to present proclamation to Mojave Chapter Daughters of American Revolution Representative Sharon Corsiglia designating the week of September 17-24, as Constitution Week.

Constitution Week, September 17-24, 2014, will be observed nationwide. In accordance with Public Law No. 915, the President of the United States will again follow procedure and recognize September 17-24 as Constitution Week. This week marks the 227th 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.

Recipient: Mojave Chapter Daughters of the American Revolution Representative Sharon Corsiglia

Presenters: Mayor Nelson and Assistant City Administrator Arrula

**Presentation D
September 16, 2014**

**RECOGNITION OF MAYOR NELSON FOR HIS SERVICES AS THE LEAGUE OF CALIFORNIA CITIES OC DIVISION PRESIDENT
CITY COUNCIL MEETING FOR SEPTEMBER 16, 2014**

League of California Cities Public Affairs Regional Manager, Tony Cardenas, to present a certificate of recognition to Mayor Nelson for his services as League of California Cities Orange County Division President.

Recipient: Mayor Nelson

Presenter: League of California Cities Public Affairs Regional Manager, Tony Cardenas

**Presentation E
September 16, 2014**

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
STUDY SESSION MEETING MINUTES
May 27, 2014
6:00 P.M. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called the meeting to order at 6:12 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Underhill, Wanke, Yamaguchi, Aguirre, Nelson
ABSENT: None

STAFF PRESENT: City Clerk, Patrick J. Melia; City Administrator/Executive Director, Troy Butzlaff; City Attorney/Authority Counsel, Andrew V. Arczynski; Assistant City Administrator, Damien R. Arrula; Director of Administration and Community Services, Steve Pischel; Chief Financial Officer, Linda Magnuson; Chief of Police, Rick Hicks; Deputy Chief of Police, Ward Smith; Public Works Manager, Michael McConaha; Deputy Director of Community Services, Jon Nicks; Finance Manager, Michael Nguyen; Management Analyst, Maggie Le; Deputy City Clerk, Tania Moreno; Neighborhood Services Coordinator, Jeanette Ortega; City Clerk Specialist, Candice Martinez

INVOCATION: Chief of Police Hicks

PLEDGE OF ALLEGIANCE: Councilmember Wanke

ORAL COMMUNICATIONS:

Edward Walcek, resident, noted he received a street sweeping violation and contested the violation due to the lack of signage surrounding the neighborhood. He noted that he submitted a Public Records Request to the City Clerk's Office. He noted he had corresponded with the City Traffic Engineer on the placements on the sign. He requested for Council to repeal the ticket.

Craig Green, City Treasurer, noted he was in favor of the following potential revenue generating items including: electronic billboard project, Hotel/Motel Room Tax increase by five percent (5%), and the Lighting and Maintenance District (LMD). He also proposed one-time revenue generating items including: buying and selling the Boys and Girls Club, eliminate SWAT forces from the Police Department, eliminate the Deputy Chief position, eliminate monthly stipends, and selling property located at 429 Alta Street. He inquired about previous City Council executive session meetings regarding the item City Administrator evaluation. He also recommended freezing all Staff salaries, and for the City to use more interns. He noted he agreed with Council decision not to outsource Police Services.

Dan Shields, City of Cypress resident, noted that he had revenue generating ideas for the City but requested to speak to Council off record.

Mayor Nelson directed City Administrator Butzlaff to respond to Mr. Walcek concerns.

City Administrator Butzlaff introduced Assistant City Administrator Arrula.

Assistant City Administrator Arrula noted he had spoken with Mr. Walcek regarding his concerns. He noted that he will be following up with the City Clerk's office regarding the public records request and will contact Mr. Walcek to schedule a meeting with him.

Mr. Walcek noted that he was sent to the Fullerton Courthouse to appeal the case and noted that the Fullerton Courthouse no longer conducts civil appeals. He requested for Staff to review the street sweeping schedule posted on City's website.

Councilmember Wanke noted that there are portions of the City that belong to the County, also known as County Island.

SS 1. Presentation and Discussion of Preliminary Operating and Capital Improvement Program Budgets for Fiscal Year 2014-15

Recommended Action: It is recommended that the City Council:

- 1) Provide appropriate direction to Staff on the Preliminary Operating and Capital Improvement Program Budgets for Fiscal Year 2014-15

City Administrator Butzlaff noted that there would be several City Staff presenting the draft Preliminary Operating and Capital Improvement Program Budgets for Fiscal Year 2014-15. He introduced Chief Financial Officer Magnuson.

Chief Financial Officer Magnuson provided a brief overview on the City's Preliminary Budget for Fiscal Year 2014-15. She provided a PowerPoint presentation with slides including: General Fund Budget Presentation Outline; FY 2013-14 General Fund Financial Position.

Mayor Nelson inquired if there was a timeframe when certain funds, i.e. Supplemental Law Enforcement Funds, would need to be paid back.

Chief Financial Officer Magnuson noted that it would depend on the timing of the funding.

City Administrator Butzlaff noted that certain funds (i.e. Supplemental Law Enforcement Funds), were not budgeted for the current fiscal year due to the uncertainty of the federal government providing the funds to the City.

Councilmember Wanke requested clarification on Unassigned Fund Balance reserved.

Chief Financial Officer Magnuson noted that Unassigned Fund Balance reserved is extra funds that can be used for any purpose deemed necessary by the General Fund.

Chief Financial Officer Magnuson continued the presentation with slides including: Budget Summary; FY 2014-15 General Fund Revenues; FY 2014-15 General Fund Expenditures; Department Expenditure Summary; Held or Converted/Unfunded Positions; General Fund Preliminary Operating Budget Summary FY 2014-15.

Mayor Nelson inquired if all transfers out from the Preliminary Operating Budget Summary for FY 2014-15 were mandatory and how many funds were transferred out.

Chief Financial Officer Magnuson noted that the transfers out primarily deals with transfers for workers' compensation, general liability, and bond payments. She noted that all were mandatory.

City Administrator Butzlaff noted that they are currently proposing workers compensation as a potential solution as part of the budget reduction. He noted that the City is continuously looking at reducing the General Liability costs.

Chief Financial Officer Magnuson noted that there are 3-4 transfers out from the General Fund which include: General Liability, Workers' Compensation and Internal services funds.

City Administrator Butzlaff continued the PowerPoint presentation with slides including: Deficit Reductions Solutions Fiscal Year 2014-15.

Director of Administration and Community Services Pischel provided a brief overview on the request to eliminate the Teen Hoops Program. He recommended for Council to eliminate the Teen Hoops Program due to low participation.

Chief Hicks provided an overview on the proposed reduction of school crossing guard program. He noted that there are currently sixteen (16) staffed crossing guards in the City. He noted that they do not receive assistance in funding from the School District. He recommended for a total of five (5) of the intersections to be staffed by Crossing Guard services and recommended the other eleven (11) intersections to be staffed by volunteers, to serve in the capacity of crossing guards.

Councilmember Wanke inquired if any surrounding school districts fund crossing guard services and the possibility of sharing the costs for crossing guard services with the school district.

Chief Hicks noted that there are approximately 3 to 4 surrounding cities that partner with their School District to help fund crossing guards.

Chief Hicks noted the potential savings with delaying employment of positions in the Police Department. He noted that he will continue to advertise and hire positions that are funded.

Mayor Nelson inquired about employees shared costs in retirement.

City Administrator Butzlaff noted that each union (safety and non-safety) pays a different amount towards their retirement. He noted that there are potential additional savings of approximately \$144,000 if each union paid their shared costs for retirement.

Mayor Nelson inquired about the timeframe the City had been paying for Workers Compensation claims activity.

City Administrator Butzlaff noted that the City has been paying for claims activity prior to his employment. He recommended reducing Workers' Compensation Claims by ten percent (10%).

Mayor Nelson noted that he was in support of reducing Workers' Compensation claims funds.

Councilmember Wanke noted that he was in favor of a twenty percent (20%) reduction in Workers' Compensation claims funds.

City Administrator Butzlaff noted that the reduction would provide additional funds in the General Fund.

Mayor Nelson requested for City Administrator Butzlaff to clarify the Landscape Maintenance District LMD 92-1 (LMD 92-1).

City Administrator Butzlaff noted that the proposed Landscape Maintenance District 92-1 assessment is requesting a rate increase that would be put to the vote of the property owners at a protest hearing at a later date this year. He noted that the General Fund currently subsidizes the LMD 92-1. He is also recommending for Council to direct Staff to cut back on landscape maintenance services within the City from four times a month to twice a month for savings in the General Fund.

Mayor Pro Tem Aguirre inquired if Council decided to implement reducing the Workers' compensation fund by a twenty percent (20%) reduction, would they also continue to look at other cost saving measures.

City Administrator Butzlaff recommended for Council to consider service reductions in the Landscape Maintenance Districts. He noted that implementing additional cost saving measures listed are up to the discretion of the Council.

Mayor Nelson noted that he is in favor of keeping tuition reimbursement and staff training.

Councilmember Underhill inquired about tuition reimbursement. She also inquired about the reduced Workers' Compensation Fund.

City Administrator Butzlaff noted that the City currently pays 75% percent towards their tuition (based on Cal State Fullerton rate) and the City employee, once they receive their degree, can become eligible for a special pay provision that can increase their salary up to five percent (5%). He noted that some of the unions do not receive tuition reimbursement.

City Administrator Butzlaff continued the PowerPoint presentation with slides including: PERS Rate Projections.

Councilmember Wanke inquired about the incremental rate increase.

City Administrator Butzlaff noted that the incremental rate increase percentages that were presented were increments per year.

City Administrator Butzlaff continued the PowerPoint presentation with slides including: Five Year Forecast.

Director of Administrative Services and Community Services Pischel provided a brief overview of CalPERS. He noted the steps that are needed to take for leaving the PERS System.

City Administrator Butzlaff noted they would have to negotiate with the labor groups to make changes in the medical system.

Mayor Nelson noted that there is nothing in the Charter that states they need to provide CalPERS medical system to the Employees. He noted that they do not need an agreement from City Employees to change their plan.

Mayor Nelson noted that he would like to look into additional health savings options.

City Administrator Butzlaff continued the PowerPoint presentation with slides including: Future Threats.

Chief Financial Officer Magnuson continued the PowerPoint presentation with slides including: Next Budgetary Steps; and Questions and Answers.

Councilmember Yamaguchi inquired about the Operating Budget details being available to the public.

Chief Financial Officer Magnuson noted that it would be posted to the City's website by June 5, 2014.

Mayor Nelson requested for an additional Study Session on June 10th, 2014 at 6:00pm. He noted that interviews for Commissions and Committee vacancies will also be conducted the same day beginning at 5:00 p.m in the Administrative Conference room.

City Administrator Butzlaff provided a brief overview on the upcoming Capital Improvement Program (CIP) 2014-2021. He introduced Public Works Manager McConaha.

Public Works Manager McConaha provided a brief overview on the Capital Improvement Program (CIP) 2014-2021. He provided a PowerPoint presentation with slides including: Capital Improvement Program Summary; Proposed FY 2014-2021 CIP Totals by Category; Streets and Streetscapes; Traffic Operations; and Transportation and Parking Facilities.

Councilmember Yamaguchi inquired about the funding for the parking lot for the Metrolink station.

City Administrator Butzlaff noted the funding for the parking lot may have to be the responsibility of the City due to the Federal Transit Administration issue over the packing house site.

Public Works Manager McConaha continued the PowerPoint presentation with slides including: Sewer; Storm Drain; and Municipal Building and Facilities.

Councilmember Wanke inquired about the windows at Tynes Gym.

Director of Administrative Services and Community Services Pischel noted that the windows at Tynes Gym have never been replaced and they are in poor condition.

Public Works Manager McConaha continued the PowerPoint presentation with slides including: Parks; Technology; Vehicles; and Equipment.

Councilmember Wanke inquired about digital audio recorders for Police Officers and costs associated with it. He also inquired about emergency call out vehicle (sewer spill response).

Chief Hicks noted that they prioritize items by what the Police Department can currently afford.

Public Works Manager McConaha noted that the emergency call out vehicle (sewer spills response) is on an as-needed basis in the case of an emergency.

Councilmember Wanke inquired about the funds needed for the emergency call out vehicle.

Public Works Manager McConaha noted that this vehicle can assist in other projects other than emergency situations.

Mayor Nelson noted that the funds allocated for the vehicle is to be only used for sewer related expenses.

Councilmember Yamaguchi inquired if they have done research on what other agencies are currently using.

Public Works Manager McConaha noted that they looked into what the County was currently providing.

Mayor Nelson suggested that the vehicle should be available to other agencies through a Memorandum of Understanding (MOU) and to charge agencies for the use of the vehicle.

Councilmember Wanke inquired about the Total Station Crime Mapping equipment.

Deputy Chief of Police Smith noted that the Total Station Crime Mapping Equipment is a digital piece of equipment that is to be used on major crime scenes and the traffic arena.

Public Works Manager McConaha continued the PowerPoint presentation with slides including: Major Studies; and Questions and Answers.

Assistant City Administrator Arrula provided a brief overview on the Downtown Vision Plan. He noted this will be a comprehensive report that will help provide guidelines to the City to help improve the downtown area by creating downtown development. He noted that he will continue to help the City in working with private vendors to improve the downtown area.

Councilmember Wanke inquired about how is the master plan different from vision plan.

Assistant City Administrator Arrula noted that the vision plan is geared more toward the private vendors while the master plan pertains to the public. He noted it will provide infrastructures improvements for the next 10 to 20 years.

City Administrator Butzlaff noted that they can use the vision plan to apply for grant funds for infrastructures improvements in specific areas that will create economic development.

Assistant City Administrator Arrula noted they are currently looking into applying for the TIGER (Transportation Investment Generating Economic Recovery) II Discretionary Grant. He noted that this grant ties with the Federal Transit Administration (FTA) and grant funding is awarded for funding projects related to Transit Oriented Development (TOD).

Councilmember Yamaguchi commented that he hopes the vision plan would help assist the Placentia downtown with development and traffic flow.

Councilmember Underhill noted that she will be looking at the CIP carefully with all the potential projects being presented.

Public Works Manager McConaha noted that not all projects listed in the current year CIP will be started and/or completed within the next Fiscal year. He noted that the proposed CIP timeframe covers a seven (7) year time span and will be reevaluated every year.

Councilmember Yamaguchi inquired about the Fleet Maintenance Services in the City.

City Administrator Butzlaff noted that the City currently has two (2) contract employees for fleet maintenance services and outsources vehicle maintenance using a 3rd party vendor.

He noted that they are recommending to Council outsourcing to a mobile fleet maintenance service for repairs and services to City vehicles. He noted that there are potential savings with outsourcing services.

Councilmember Yamaguchi inquired about the need to outsource fleet maintenance services, and the option to partner up fleet services with outside agencies.

City Administrator Butzlaff noted that the City's current fleet staff service one (1) car per day due to the number of hours allocated for Staff. He noted that they have exhausted their option of partner up with outside agencies for fleet services.

Councilmember Yamaguchi inquired about costs per year for take home vehicles and if the current policy can be negotiated.

City Administrator Butzlaff noted that he can include the costs for take home vehicles in the proposed budget for discussion. He noted that the take home vehicle is currently on the City policy is for management employees for work related purposes and that it is up to the discretion of the City Administrator to be determined as a City use. He noted he will provide a copy of the policy to Council.

Councilmember Yamaguchi requested more information on the long term forecast in regards to new revenues.

City Administrator Butzlaff noted they can provide more detailed explanations to Council at the next study session.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

City Administrator Butzlaff announced the resignation of Deputy City Clerk Tania Moreno. He noted she will be employed as the City Clerk for City of La Canada Flintridge.

Councilmember Yamaguchi noted that the City's website posts three (3) separate maps for street sweeping. He announced the Placentia Community Foundation Summit event on June 4th, 2014. He announced the Ribbon Cutting Event for the Grand Re-Opening of McDonald's on May 31, 2014.

Mayor Nelson announced that the Kraemer Underpass opening has been postponed to a future date in July 2014.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:34 p.m. to June 3, 2014 at 5:30 p.m.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION**

June 3, 2014

**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 5:38 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Underhill, Aguirre, Nelson

ABSENT: Wanke, Yamaguchi

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(d)(4) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator Concerning Labor Negotiations with the following groups:
 - a. Placentia Police Management Association (PPMA)
 - b. Placentia Police Officers Association (PPOA)
 - c. Placentia City Employees Association (PCEA)

City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative/Community Services
4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator
5. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 307 Baker Street APN: 339-392-14, 15
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Wes Larmore, Domus Development
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY: None

ICDA:

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

- a. Property: 601 W. Orangethorpe Avenue, APN 339-112-03
Agency Negotiator: Troy L. Butzlaff, City Administrator/Executive Director
Negotiating Parties: James Williams, JAW Land and Trading LLC
Under Negotiations: Price and Terms of Payment

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

CALL TO ORDER:

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

STAFF PRESENT: City Clerk, Patrick Melia; City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; Assistant City Administrator Damien R. Arrula; Director of Administrative Services and Community Services Steve Pischel; Chief Financial Officer Linda G. Magnuson; Police Chief Rick Hicks; Finance Manager Michael Nguyen; Public Works Manager Michael McConaha; Interim Deputy City Clerk Amy Diaz; City Clerk Specialist, Candice Martinez; Management Analyst, Maggie Le

INVOCATION: Police Chief Hicks

PLEDGE OF ALLEGIANCE: Mayor Nelson

PRESENTATIONS: None

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 noted there were no reportable actions for Executive Session that evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced the Placentia Community Foundation will be hosting a summit that will be held at the Yorba Linda Water District at 9:00 a.m. tomorrow. He announced the 6th Annual Cowabunga Crab Festival on Saturday, June 7th at Kraemer Memorial Park. He announced that Habitat for Humanity and the City will be hosting a community meeting on Wednesday, June 11th at 6:00 p.m. to discuss the upcoming proposed Oak Street Homes development. He announced the opening of Kraemer Boulevard Overpass on Tuesday, July 8th.

ORAL COMMUNICATIONS:

Romana Armani, resident, inquired about parking in the downtown area. She noted people living in the surrounding neighborhoods are not able to find parking.

Craig Green, City Treasurer, thanked Chief Financial Officer Magnuson for improving the Treasurer's report format. He requested a meeting with Chief Financial Officer Magnuson and Councilmember Wanke. He inquired about the surplus cash from the Community Facilities District (CFD) fund that was mentioned at the last Council Study Session meeting. He provided documents to Council pertaining to bonds. He requested copies of the official statements for the bonds. He requested for any levies provided in items 1.d. and 1.e on the

agenda is specific to allow only for the payments of those expenses for which levies are intended.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Underhill encouraged all residents to vote today for the Primary Election.

Mayor Pro Tem Aguirre noted that he attended the American Legions clubroom dedication for Mr. Robertson this past Saturday. He commended Mr. Robertson for his extraordinary services to the community. He noted that he attended the grand opening of McDonalds on May 31st. He noted that he attended the Orange County Fire Authority (OCFA) meeting on May 22nd and noted that during the meeting OCFA Fire Chief Keith Richter announced his retirement.

Mayor Nelson noted that he attended the Memorial Day ceremonies. He expressed the importance to remember and honor the people who gave their lives for our freedom. He noted, in regards to City Treasurer's Green comments, that there is a bond council who issued those bonds back in 2008.

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

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Underhill, to approve Consent Calendar Nos. 1.a. through 1.l.

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

- b. **Minutes**
City Council/Successor/ICDA Regular Meeting – May 20, 2014
Recommended Action: Approve
(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

- c. **City Fiscal Year 2013-14 Warrant Register for May 21, 2014 through June 3, 2014**
Financial Impact: \$1,302,297.69
Recommended Action: Approve
(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

COUNCIL CONSENT CALENDAR:

- d. **Adoption of Two (2) Resolutions Declaring Intent to Form Landscape Maintenance District No. 2014-1, Preliminarily Approving the Engineer's Report, Providing Notice of Public Hearing and Mailing Ballots and Adopting Proposition 218 Ballot Proceedings Procedures**
Financial Impact: (Recouped through Assessments): \$199,557

Single Family Equivalent Rate: \$92.00/Parcel (Zone A), \$84.80/Parcel (Zone B), \$64.40/Parcel (Zone C)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-22, A Resolution of the City Council of the City of Placentia, California, declaring intention to form Landscape Maintenance District No. 2014-1 and levy assessments, preliminarily approval of the Engineer's Report, providing notice of Public Hearing and mailing of the assessment ballots
- 2) Adopt Resolution No. R-2014-23, A Resolution of the City Council of the City of Placentia, California, adopting Proposition 218 assessment ballot proceedings procedures

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

e. **Adoption of Resolution Related to Fiscal Year 2014-15 Levy of Assessments to the City of Placentia Street Lighting District No. 81-1 and Setting Public Hearing For August 5, 2014 at 7:00 p.m.**

Financial Impact: Recouped through Assessments: \$153,056.77

Single Residential: \$27.38/Parcel

Commercial/Industrial: \$164.28/ Acre

Tentative/Final Map: \$8.21/Unit

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-25, A Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2014-15 for the continuation of the annual assessments for Street Lighting District No. 81-1
- 2) Adopt Resolution No. R-2014-26, A Resolution of the City Council of the City of Placentia, California, declaring its intention to provide for the annual levy and collection of assessments for certain maintenance in an existing district pursuant to the provisions of Division 15, Part 2, of the Streets and Highway Code of the State of California, and setting a time and place for public hearing thereon

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

f. **Adoption of Resolution Related to Fiscal Year 2014-15 Levy of Assessments to the City of Placentia Landscape Maintenance District No. 92-1 and Setting Public Hearing For August 5, 2014 at 7:00 P.M.**

Financial Impact: Recouped through Assessments: \$427,925.94

Single Family Residential: \$154.87/Parcel

Commercial/Industrial: \$1548.70/Acre

Multiple Family Residential: \$108.41/Unit

Undeveloped: \$774.35/Parcel

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-27, A Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report

for Fiscal Year 2014-15 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1

- 2) Adopt Resolution No. R-2014-28, A Resolution of the City Council of the City of Placentia, California, declaring its intention to provide for the annual levy and collection of assessments for certain maintenance in an existing district pursuant to the provisions of Division 15, Part 2, of the Streets and Highway Code of the State of California and setting a time and place for the public hearing thereon

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

g. Mandated Biennial Review of the City's Conflict of Interest Code

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Direct Staff to review the City's Conflict of Interest Code and submit, no later than October 1, 2014, a notice indicating whether amendments are necessary

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

h. Adoption of Resolution Establishing the Number of Historical Committee Members and Date and Time of the Meetings

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-29, A Resolution of the City Council of the City of Placentia, California, establishing the number of members of the Historical Committee at nine (9) and setting the meeting date and time

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

i. Approval of Agreement with the Boys and Girls Club of Brea, Placentia, and Yorba Linda for use of Kraemer Memorial Park and the Teen Center for Youth Programs

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve an agreement with the Boys and Girls Club of Brea, Placentia, and Yorba Linda to use Kraemer Memorial Park and the Teen Center for youth programs
- 2) Authorize the City Administrator or designee to execute all applicable documents in a form approved by the City Attorney

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

j. Letter to Orange County Board of Supervisors to Support the Orange County Animal Control Fee Schedule

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Authorize the Mayor to sign a letter of support on behalf of the City, urging the Orange County Board of Supervisors to approve the updated OCAC Fee Schedule

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

k. **Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2014-15**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-30, A Resolution of the City Council of the City of Placentia, California, approving the schedule rates for solid waste handling services for Fiscal Year 2014-15
- 2) Adopt Resolution No. R-2014-31, A Resolution of the City Council of the City of Placentia, California, authorizing and determining residential solid waste handling services charges and directing placement thereof on the Orange County tax rolls
- 3) Approve Amendment No. 4 to the agreement approving the revised residential and commercial rate schedule

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

l. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinance Pertaining to the Operation of the Placentia Chamber of Commerce and Placentia Community Foundation Taste of the Town Fundraiser at Tri-City Park on Thursday, August 14, 2014**

Financial Impact: \$1,200 Contribution towards the Concert in the Park Event

Recommended Action: It is recommended that the City Council:

- 1) Approve an agreement with both the Placentia Chamber of Commerce and Placentia Community Foundation to host a Taste of the Town event at Tri-City Park in conjunction with the City's Concert's in the Park event and authorize the City Administrator or designee to execute all applicable documents
- 2) Adopt Resolution No. R-2014-32, A Resolution of the City Council of the City of Placentia, California, authorizing the Temporary Suspension of Regulatory Section 10.28.010 of the Placentia Municipal Code for the Operation of the Taste of the Town event Fundraiser Event on Thursday, August 14, 2014 at Tri-City Park, 2301 N. Kraemer Boulevard

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

a. **Modifications to the Zoning Code Regarding Development Plan Review**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open public hearing, receive testimony and close public hearing
- 2) Approve and introduce for first reading, by title only, Ordinance No. O-2014-07, An Ordinance of the City Council of the City of Placentia, California, amending Section 23.75.010 of Chapter 23.75 of Title 23 (Zoning Ordinance) of the Placentia Municipal Code pertaining to the development plan review. (Zoning Code Amendment 2014-02)

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

City Administrator Butzlaff provided a brief overview on public hearing item 2.a. pertaining to the Development Plan Review (DPR). He introduced Assistant City Administrator Arrula.

Assistant City Administrator Arrula provided a brief overview on the public hearing item 2.a. pertaining to the DPR. He noted that this item was approved by the Planning Commission (5-1 vote). He introduced Contract Planner Rangel.

Planner Rangel provided an overview about public hearing item 2.a. pertaining to the DPR. He provided background on the current code structure for the City, noting that at all development has to present to the Planning Commission in a noticed meeting. He noted the last update of the DPR in 2009.

Planner Rangel noted that there was discussion between the Planning Commissioners and Staff at the Planning Commission meeting regarding the ten percent (10%) rule, Staff involvement with reviewing all development being proposed to the City and if other surrounding agencies currently practice this proposed process.

Planner Rangel noted that City Staff will still be reviewing all development proposed to the City and making sure that there are no violations. He noted that this DPR will make the City more business friendly in providing a stream line process for entitlements for developments. He noted that various cities currently practice this process.

Mayor Nelson opened public hearing at 7:39 p.m.

Kevin Kerwin, resident and Economic Development Committee member, noted he was not aware of the DPR discussion at an Economic Development Meeting. He noted that he was not in favor of City Staff approving development, and requested for the Planning Commission to continue approving use permits.

Manuel Solanis, business owner, noted that there are currently too many regulations and fees with the City's policies. He noted that he is in favor of the proposed DPR and requested for Council to approve the proposed Ordinance.

Craig Green, City Treasurer, noted that he was a former Commissioner for the Planning Commission, and expressed he was not in favor of the proposed Ordinance.

Mayor Nelson closed public hearing at 7:51 p.m.

Discussion ensued between City Council and Staff. They discussed the current fee associated with placing an item on the Planning Commission agenda, and the discussion of the DPR at a recent Economic Development Committee.

City Administrator Butzlaff noted in regards to transparency that the Planning Department provides a list of all proposed development in the City Administrator's weekly reports that is published to the City's website each week.

Assistant City Administrator Arrula noted that all departments will still continue to sign off on all required documents.

Councilmember Underhill recommended approval of the proposed Ordinance, with recommendation to be able to amend the Ordinance if needed.

Assistant City Administrator Arrula noted that Staff can review the proposed Ordinance a year from now.

A motion was made by Councilmember Underhill, seconded by Mayor Pro Tem Aguirre, and carried a (3-0, Councilmember Wanke and Councilmember Yamaguchi absent) to open public hearing, Receive Testimony, Close Public Hearing; and approve and introduce for first reading, by title only, Ordinance No. O-2014-07, an Ordinance of the City Council of the City of Placentia, California, amending Sections 23.75.010 of Chapter 23.75 of Title 23 (Zoning Ordinance) of the Placentia Municipal Code pertaining to the development plan review. (Zoning Code Amendment 2014-02)

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

COUNCIL NEW BUSINESS:

a. Design-Build Contracts Ordinance Amendment

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve and introduce for first reading, by title only, Ordinance No. O-2014-08, An Ordinance of the City Council of the City of Placentia, California, amending Section 1.18.020 of Chapter 1.18 of the Placentia Municipal Code relating to competitive design-build processes

(3-0, Councilmember Wanke and Councilmember Yamaguchi absent)

City Administrator Butzlaff provided a brief overview on the revision for the design-build contracts. He introduced City Attorney Arczynski.

City Attorney Arczynski provided a brief overview on item 4.a. He noted that this item was proposed and approved by City Council for implementing provisions to the City Charter that permits design-build process. He noted that current process only pertains to larger, more costly projects and that it would be beneficiary to the City to implement the design-build process to smaller, less costly projects. He recommended for City Council to approve for first reading, reading by title only, an Ordinance No. O-2014-08, amending Section 1.18.020 of Chapter 1.18 of the Placentia Municipal Code relating to competitive design-build processes.

Discussion ensued between City Council and Staff. They discussed definition of the term of 'design-build', the process of a design-build, potential savings for the City, and the potential time savings on projects.

City Administrator Butzlaff noted that all additional costs will go in the contractor and that it is built in protector for the City. He noted that this will eliminate the risks and extra cost change orders.

City Attorney Arczynski noted that once the City Council receives the proposal back for the project, including the oversight and inspections, the City will still oversee the project to make sure the project is done correctly.

A motion was made Mayor Pro Tem Aguirre, seconded by Councilmember Underhill, and carried a (3-0, Councilmember Wanke and Councilmember Yamaguchi absent) to approve for first reading, reading by title only, Ordinance No. O-2014-08, amending Section 1.18.020 of Chapter 1.18 of the Placentia Municipal Code relating to competitive design-build processes.

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBER REQUESTS:

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:24 p.m. to June 10, 2014 at 5:00 p.m. in memory of Ruben Villavicencio.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING MINUTES
June 10, 2014
5:00 p.m. – Administrative Conference Room
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Nelson called meeting to order at 5:06 p.m.

ROLL CALL:

PRESENT: Underhill, Yamaguchi, Aguirre, Nelson

ABSENT: Wanke

ORAL COMMUNICATIONS: None

I. Interviews for the Cultural Arts Commission, Financial Audit Oversight Committee, Historical Committee, Planning Commission, Recreation and Parks Commission, Senior Advisory Committee, and Traffic Safety Commission (materials available in City Clerk's Office)

Council/Agency Members interviewed the following candidates: Richard Pana, Devon Gray and Sergio Hidalgo.

RECESS: The City Council and Boards of Directors will recess to their adjourned regular meeting.

CALL TO ORDER:

PRESENT: Underhill, Yamaguchi, Aguirre, Nelson
ABSENT: Wanke

STAFF PRESENT: City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Authority Counsel, Andrew V. Arczynski; Assistant City Administrator Damien R. Arrula; Director of Administrative and Community Services, Steve Pischel; Chief Financial Officer Linda G. Magnuson; Chief of Police. Hicks; Deputy Police Ward Smith; Deputy Director of Community Services, Jon Nicks; Finance Manager, Michael Nguyen; Senior Management Analyst, Michael McConaha; Interim Deputy City Clerk, Diaz; City Clerk Specialist, Martinez; Management Analyst Maggie Le

INVOCATION: Chief of Police Hicks

PLEDGE OF ALLEGIANCE: Mayor Nelson

ORAL COMMUNICATIONS:

Craig Green, City Treasurer, suggested that Council should have more time to review the proposed Preliminary Operating and Capital Improvement Program Budget for Fiscal Year 2014-15. He inquired about the estimated revenue for the projected change in financial position for Measure M. He inquired about the Community Facilities District (CFD). He inquired about loans, and gross revenues. Mr. Green asked if the net revenue from the special CFD assessment include the amount in reserves in the fiscal agent. Mr. Butzlaff provided him information he requested from the CIP. He requests the reports from the past 7 years.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Underhill addressed the issue of the public requesting documents during a City Council meeting. She suggested that Council should approved documents requested by the public.

1. CONSENT CALENDAR:

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR: None

COUNCIL 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:

a. Presentation and Discussion of Preliminary Operating and Capital Improvement Program Budgets for Fiscal Year 2014-15

- 1) Provide appropriate direction to Staff on the Preliminary Operating and Capital Improvement Program Budgets for Fiscal Year 2014-15

City Administrator Butzlaff provided a brief overview about Agenda Item 3.a. He introduced Chief Financial Officer Magnuson.

Chief Financial Officer Magnuson announced that the General Fund budget is balanced with a net of \$48 dollars. She presented to Council a PowerPoint presentation on the Preliminary Operating and Capital Improvement Program Budget for Fiscal Year 2014-15. She presented slides including: Budget Presentation Outline, Projected Change in Financial Position Fiscal Year 2014-15, General Fund Preliminary Operating Budget Summary. She noted that the net change in fund balance at the end of fiscal year is \$48. She noted that the estimated unassigned fund balance Reserve is \$1,438,488. She continued with slides including: FY 2014-15 General Funds Revenue, FY 2014-15 General Fund expenditures. She noted that there was no cost of living increase, and most employees are now contributing towards the full employee share for retirement. She continued the presentation with slides including: General Fund Expenditure Summary, Cost Savings Measures Implemented.

Discussion ensued between Council and Staff. They discussed a ten percent (10%) reduction of the workers' compensation fund, risk management funds, and the uncertainty of claims received each year.

Chief Financial Officer Magnuson continued the presentation with slides including: Cost Saving Measures Implemented.

Chief Financial Officer Magnuson introduced Director of Administrative and Community Services Pischel.

Director of Administrative and Community Services Pischel continued with the presentation with the slides including: Personnel Overview, Personnel Overview (continued). He noted the proposed changes of Staff positions including: held or converted to part time, unfunded positions, position adjustments, and title changes and funding allocation change.

Discussion ensued between Council and Staff. They discussed any adjustment changes in the current labor groups, and concerns with vacancies within the Placentia Police Department and new operating schedule.

Mayor Nelson noted that the presentation should include the costs savings with the current labor groups.

Chief Financial Officer Magnuson continued with the presentation with slides including: Legislative Department.

Mayor Pro Tem Aguirre inquired about the City Clerk expense decrease in the budget.

Chief Financial Officer Magnuson noted that the full time salaries in City Clerk operations have been moved to Records Division. She continued the presentation with the slides including: Administration Department.

Mayor Nelson inquired about the increase in funds for Disaster Preparedness.

Director of Administrative and Community Services Pischel noted that this is due to grant funding.

Chief Financial Officer Magnuson continued the presentation with slides including: Administration Department other funds, Finance Department (general fund), Finance Department (other funds), and Development Services Department. She introduced Assistant City Administrator Arrula.

Assistant City Administrator Arrula noted that the items listed on the details portion of the Development Services budget include funds for economic development. He noted that this is the first time Staff is allocating funds to implement a new economic development program. He noted that the increase in planning costs is due to anticipated developments and Department restructuring.

Councilmember Yamaguchi inquired about the previous Buxton Study.

City Administrator Butzlaff noted that they can use some elements of the Buxton Study. He noted that the State is looking into eliminating the enterprise zones.

Councilmember Yamaguchi inquired if there are funds available to streamline the process for the completion of the General Plan.

Assistant City Administrator Arrula noted that there is currently enough funds budgeted for the completion of updating the General Plan. He noted that he met with General Plan Advisory Committee and suggested different goals for the City.

Chief Financial Officer Magnuson continued with her presentation with slides including: Public Safety Department.

City Administrator Butzlaff noted that an agreement letter was adopted last Council meeting for the Board of Supervisors to agree to a fee increase for animal control services. He noted that the fees may change.

Chief Financial Officer Magnuson continued with her presentation with slides including: Public safety Department (other funds), Engineering Services Department (General Fund), Engineering Services Department (other funds), and Maintenance Services Department (General Fund).

Discussed ensued between City Council and Staff. They discussed park maintenance reductions throughout the City in comparison to the previous year, and the responsibility of maintenance for Tri-City Park.

Chief Financial Officer Magnuson continued with the presentation with slides including: Community Services Department (General Fund), Community Services Department (other funds), General Government Department (General Fund), and Environmental Services Department (all funds).

Discussion ensued between City Council and Staff. They discussed air quality management and refuse maintenance, and street sweeping services.

Chief Financial Officer Magnuson continued with the presentation with slides including: Risk Administration Department (other funds), Health & Welfare Department (other funds), and Five Year Forecast.

Mayor Nelson inquired about other City employees, with the difference between tier one and tier two employees.

Discussion ensued between City Council and Staff. They discussed the differences between tier one and tier two employees, and emergency preparedness: materials and supplies.

City Council thanked Staff for all their work on the City's Budget and presentations.

City Administrator Butzlaff noted the proposed budget and the CIP will be presented at the June 17, 2014 City Council meeting for adoption.

COUNCIL OLD BUSINESS: None

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS: None

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:25 p.m. to June 17, 2014 at 5:30 p.m.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
July 15, 2014
5:30 P.M. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called meeting to order at 5:35 p.m.

ROLL CALL:

PRESENT: Councilmember/ Board Member Underhill, Wanke, Yamaguchi, Aguirre, Nelson
ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(d)(4) for Conference with Legal Counsel Regarding the Initiation of Litigation – Three (3) Items
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator Concerning Labor Negotiations with the following groups:
 - a. Placentia Police Management Association (PPMA)
 - b. Placentia Police Officers Association (PPOA)
 - c. Placentia City Employees Association (PCEA)

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

4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator

SUCCESSOR AGENCY: None

ICDA:

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 207 W. Chapman Avenue, APN 339-033-21
Agency Negotiator: Troy L. Butzlaff, City Administrator/Executive Director
Negotiating Parties: Nedra Crocker
Under Negotiations: Price and Terms of Payment

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

CALL TO ORDER:

ROLL CALL:

PRESENT: Councilmember/ Board Member Underhill, Wanke, Yamaguchi, Aguirre, Nelson
ABSENT: None

STAFF PRESENT: City Clerk, Patrick Melia; City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; Assistant City Administrator, Damien R. Arrula; Director of Administrative Services, Steve Pischel; Director of Community Services, Jonathan K. Nicks; Chief Financial Officer, Linda G. Magnuson; Acting Police Chief, Ward Smith; Finance Manager, Michael Nguyen; Public Works Manager, Michael McConaha; Deputy City Clerk, Amy Diaz; City Clerk Specialist, Candice Martinez; Management Analyst Maggie Le

ROLL CALL: Police Chaplain Ciro Beltran

PLEDGE OF ALLEGIANCE: Councilmember Wanke

PRESENTATIONS:

a. **Presentation- Republic Services Donation**

Recipients: Mayor Nelson and Director of Community Services Director Nicks
Presenter: Mark McGee, Republic Services Representative

City Administrator Butzlaff introduced Republic Services representative Mark McGee.

Republic Services representative McGee provided a brief presentation on recycling and introduced General Manager Dan Capener Mrfy, Republic Services Public Outreach Team Robot. He provided the City of Placentia a donation of \$15,000.

b. **Commendation- Osher Lifelong Living Learning Institute (Cal State Fullerton) 35th Anniversary**

Recipient: William Mills, Vice President of External Relations
Presenter: Mayor Nelson

City Administrator Butzlaff provided a brief overview on the Commendation of the Osher Lifelong Living Learning Institute (Cal State Fullerton) 35th Anniversary. He introduced Vice President of External Relations, William Mills.

Vice President of External Relations Mills provided a brief overview on the Osher Lifelong Living Learning Institute program. He recognized all members in the audience that participate in the program. He presented the City with a certificate of appreciation.

c. **Business Recognition- King's Teriyaki Grill and Residence Inn by Marriot**

Recipients: Kirk Lee, King's Teriyaki Grill owner, and Nancy Medrano, Assistant General Manager Residence Inn by Marriot
Presenters: Mayor Nelson and City Administrator Butzlaff

City Administrator Butzlaff provided a brief overview of Residence Inn by Marriot. He introduced Assistant General Manager Nancy Medrano.

Assistant General Manager Medrano provided a brief overview of the green businesses program their company participates in and how it benefits the community.

Mayor Nelson provided a certificate of recognition to Assistant General Manager Medrano.

City Administrator Butzlaff provided a brief history of the business King's Teriyaki and Grill. He noted that the business had to relocate due to the Metrolink project, and the company decided to stay in the City and re-open in another location. He introduced Kirk Lee, owner of King's Teriyaki and Grill.

Owner Kirk Lee provided a brief overview of his business King's Teriyaki and Grill. He thanked City Staff and City Council for their support and help on relocating his business in the City of Placentia. He noted that they had their grand re-opening two weeks ago and it was well attended.

EXECUTIVE SESSION REPORT:

City Attorney/Agency Counsel Arczynski reported the Council/Agency met in Executive Session to discuss items listed on the agenda. He noted there were no reportable actions for Executive Session that evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced the Concerts in the Park Series and the Movies in the Park Series. He announced the National Night Out event, hosted by the Placentia Police Department, on Tuesday August 5th from 5:30 p.m. to 8:00 p.m. He announced the Farmers Market that will take place on Tuesday, August 5th. He noted that the Placentia Green Bucks program has begun. He announced the Relay for Life event scheduled on Saturday, July 19, 2014 starting at 9:00 a.m. at Tuffree Middle School. He announced the opening of the filing period for seats on the City Council and City Clerk. He noted that there will be two (2) seats open for Council and one (1) seat for the City Clerk position. He noted that nomination papers must be submitted to the City Clerk's Office by August 5, 2014 at 5:00 p.m.

ORAL COMMUNICATIONS:

Craig Green, City Treasurer, requested that item 1.d. be pulled for separate discussion. He noted that there is more information available on the Treasures' report.

Stella Blair, resident, expressed her concerns about the Landscape Maintenance District assessment public hearing process scheduled for August 5, 2014. She expressed that there is not enough time given for residents between receiving the public testimony and voting on the item. She noted that recent upkeep of Placentia Champions Sports Complex has declined and wanted to know if the assessment was approved, what changes would be made. She inquired about the voting process for the assessment.

Lillia Queen, resident, noted that her neighborhood had their second neighborhood watch meeting. She also noted that they had their second annual block party for the 4th of July. She noted the surrounding neighbors have requested for a community garden in their community located by Jaycee Park and inquired about the process to have a garden within their community.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Yamaguchi congratulated Orange County Transportation Authority (OCTA) and the City for the grand opening of the Kraemer Boulevard Underpass. He congratulated King's Teriyaki for their grand opening. He noted that he attended the Grand Opening of the Farmers Market. He noted he attended movies in the park event this past Friday. He noted that went a ride a-long on the 4th of July with a Placentia Police Department officer. He

noted that he attended the Santa Ana Flood Protection Agency and the County of Orange meetings.

Councilmember Underhill noted about the Movies in the Park. She noted the importance of conserving water and provided helpful tips for the community on saving water.

Councilmember Wanke noted that he attended the grand opening of the Kraemer Boulevard Underpass. He noted that he attended the grand opening for the Farmers Market. He congratulated King's Teriyaki for their grand opening. He noted that he attended the retirement ceremony for Chief of Police Hicks.

Mayor Pro Tem Aguirre hoped everyone had a great 4th of July and thanked the Chief for the 4th of July report. He noted he attended the grand opening of the Kraemer Boulevard Underpass. He noted that he attended the grand opening of the Farmers Market. He noted that he attended the June 26 Orange County Fire Authority (OCFA) meeting and discussed the request for the City of Santa Ana, and authorized the hiring for the Fire Chief. He noted that the executive committee to authorized the interview of director of communications.

Mayor Nelson requested for City Administrator Butzlaff to provide information to Ms. Blair requests.

City Administrator Butzlaff noted that the Landscape Maintenance District 92-1 (LMD 92-1) currently covers approximately 2000 parcels that surround the Champions Sports Complex. He noted that the LMD 92-1 currently has not been able to collect enough revenue to cover costs, and the City's General fund had to subsidize. This proposed assessment is asking for an additional \$92 dollars per parcel to cover costs. He noted without the fee increase to the assessment, they will have to reduce the maintenance of the park and surrounding neighborhoods.

City Attorney Arczynski noted the California Government Code and Landscape Maintenance Act states that a majority protest of the ballots received is the deciding point. He noted that ballots are to be returned to the City Council prior to the close of the public hearing and they will recess to count the ballots. He noted that they need to submit the results to the County so they can add it to the tax rolls, if it passes.

Mayor Nelson noted that if residents do not return a ballot, the ballot will not have a vote and that it is based on the simple majority of the ballots received.

City Administrator Butzlaff noted a Public Hearing is required by law, to allow residents to express their concerns on an item. He noted that Council had approved at a previous meeting for the assessment ballots to be mailed out the community. He noted that residents are given 45 days to cast their ballot to the City. He noted that he will look at the current status on the maintenance of the Champions Sports Complex.

City Administrator Butzlaff requested for Staff to contact Ms. Queen regarding her request.

Mayor Nelson noted that he will be attending the League of California Cities meeting tomorrow. He noted the completion of the Kraemer Boulevard Underpass and urged residents to view the completed project.

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

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke to approve Consent Calendar Items Nos. 1.a. through 1.n. Councilmember Wanke pulled item 1.d. for separate discussion. Councilmember Yamaguchi pulled item 1.g. for

separate discussion. City Administrator Butzlaff pulled item 1.i. to be continued to the next City Council meeting.

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. **City Fiscal Year 2013-14 Warrant Register for June 18, 2014 through July 15, 2014**
Financial Impact: \$2,157,020.18
Recommended Action: Approve
(5-0, as recommended)

- c. **City Fiscal Year 2014-15 Warrant Register for July 1, 2014 through July 15, 2014**
Financial Impact: \$255,089.47
Recommended Action: Approve
(5-0, as recommended)

COUNCIL CONSENT CALENDAR:

- d. **December 2013 - May 2014 Treasurer's Reports**
Financial Impact: Expense: None
Recommended Action: It is recommended that the City Council:
1) Receive and file the December 2013 - May 2014 Treasurer's Reports
(5-0, as recommended)

City Treasurer Green noted that the City's Finance Department has been able to provide detailed reports. He noted that he is working on clarification to the negative balances that are shown in the Treasurer's Reports.

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, and carried a 5-0, as recommended, to receive and file the December 2013-May 2014 Treasurer's Reports.

- e. **Warrant Register Process**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
1) Receive and File- Check Register
(5-0, as recommended)

- f. **Declaration of Surplus Property**
Financial Impact: Revenue realized from the sale of surplus property will be deposited in the City's equipment Replacement Fund (Account No.: 410000-4750)
Recommended Action: It is recommended that the City Council:

- 1) Declare the attached list of equipment as surplus property
 - 2) Authorize their sale at public auction
- (5-0, as recommended)**

g. **Approve Award of Contract for Tree Trimming Services**

Financial Impact: Expense: Amount not-to-exceed \$150,000

Budgeted: \$75,000 (Account No.: 103652-6116) \$75,000 (Account No.: 103655-6116)

Recommended Action: It is recommended that the City Council:

- 1) Approve an agreement with West Coast Arborist, Inc for Tree Trimming Services in an amount not-to-exceed \$150,000 per year for an initial two (2) years with the option to extend the agreement for two (2) additional one (1) year terms
- 2) Authorize the City Administrator and/or his designee to execute all applicable documents, in a form approved by the City Attorney

(5-0, as recommended)

Councilmember Yamaguchi requested clarification on the difference between the proposed contract and the City's current policy for additional projects that require tree trimming services.

City Administrator Butzlaff introduced Director of Community Services Nicks.

Director of Community Services Nicks provided a brief overview on item 1.g. He noted that the City's current vendor for tree trimming services contract is set to expire this year. He noted that a Request for Proposals (RFP) was sent out and they received a total of five (5) proposals. He recommended approving award of contract to West Coast Arborists, Inc. for the tree trimming services.

Councilmember Wanke inquired about the amount of time and cost for a firm/company to respond to the City's RFP. He expressed his concerns regarding preparation of the City's RFP being too costly for smaller firms/companies to prepare.

City Administrator Butzlaff noted that they cannot determine their time and costs.

Councilmember Wanke noted that costs only accounts for 20% of the RFP process score.

Director of Community Services Nicks noted that other determining factors including: experience, knowledge base, and experience with working with cities.

Discussion ensued between City Council and City Staff. They discussed the RFP criteria for the Tree Trimming services and how they were rated, and the different vendors that inquired about the RFP. They discussed the term "similar" in reference to having similar experience with working with cities.

City Administrator Butzlaff noted that the company must be able to meet the ability of our service demands.

Councilmember Yamaguchi inquired about service contracts for residential street trees.

Director of Community Services Nicks and City Administrator Butzlaff noted that this agreement is for the annual maintenance program and does not include residential street trees.

Councilmember Yamaguchi inquired about tree trimming services for residential property owners and Homeowners Association (HOA).

City Administrator Butzlaff noted that they will have to get the approval from the City before they can send our tree trimming services vendor.

Mayor Nelson and Councilmember Yamaguchi recommended that the City should set up a protocol for afterhours/emergency services.

Mayor Nelson directed the City Attorney to research into the protocol for tree services in a HOA area.

Councilmember Yamaguchi noted that educating Staff on the boundaries and areas of where landscape is owned by City, residential and HOA.

A motion was made by Councilmember Yamaguchi, seconded by Mayor Pro Tem Aguirre, and carried 5-0, as recommended to approve an agreement with West Coast Arborists, Inc. for Tree Trimming Services in an amount not-to-exceed \$150,000 per year for an initial two (2) years with the option to extend the agreement for two (2) additional one (1) year term; and authorize the City Administrator and/or his designee to execute all applicable documents, in a form approved by the City Attorney.

h. **Approval of Memorandum of Understanding between the City and the Placentia Police Management Association**

Financial Impact: Expense: \$53,000 estimated in Fiscal Year 2014-15

Savings: Estimated \$140,000 Annually, Savings from Employee Contributions to Retirement; Additional ongoing and long term savings through implementation of MOU Amendments

Recommended Action: It is recommended that the City Council:

- 1) Approve the proposed Memorandum of Understanding with the Placentia Police Management Association
- 2) Authorize the Director of Administrative Services and Finance Services Manager to sign the document on behalf of the City Council and City Administrator
- 3) Adopt Resolution No. R-2014-41, A Resolution of the City Council of the City of Placentia, California, for paying and reporting the value of Employer Paid Member Contributions for the Placentia Police Management Association (PPMA) Members

(5-0, as recommended)

i. **Crowther Avenue Parking Restriction Removal**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-42, A Resolution of the City Council of the City of Placentia, California, removing the existing parking restriction on Crowther Avenue

(Item 1.i. continued)

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, and carried (5-0, as recommended) to continue item 1.i. to the next scheduled regular meeting on August 5, 2014.

- j. **Approval of Sewer System Management Plan (SSMP) Update**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
1) Approve the City's Sewer Management Plan update as required by the California State Water Resources Control Board
(5-0, as recommended)
- k. **Approve Amendment No. 2 to Master Funding Agreement No. 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 to Master Funding Agreement No. C-1-2778 for the Comprehensive Transportation Funding Programs, Measure M2 Projects
2) Authorize the Mayor to execute Amendment No. 2 to the Master Funding Agreement on behalf of the City, in a form approved by the City Attorney
(5-0, as recommended)
- l. **Recommendation to Approve Professional Services Agreement with Charles Rangel for Contract Planning and Development Services**
Financial Impact: Expense: Amount not-to-Exceed \$157,000
Budgeted In: (Account No.: 102531-6290)
Recommended Action: It is recommended that the City Council:
1) Approve the Professional Services Agreement with Charles Rangel to provide professional contract planning services related to the Planning Division
2) Authorize the City Administrator to execute the agreement on behalf of the City, in a form approved by the City Attorney
(5-0, as recommended)
- m. **Recommendation to Approve Professional Services Agreement with Deborah Reimer for Contract Building Support Services**
Financial Impact: Expense: Amount not-to-Exceed \$78,000
Budgeted In: (Account No.: 102532-6290)
Recommended Action: It is recommended that the City Council:
1) Approve the Professional Services Agreement with Deborah Reimer to provide professional building support services related to the Building Division
2) Authorize the City Administrator to execute the agreement on behalf of the City, in a form approved by the City Attorney
(5-0, as recommended)

n. **Recommendation to Accept Interest in Real Property APNs: 340-401-51, 340-421-13, 340-413-05, 340-412-21**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Engineer to sign a Certificate of Acceptance, in a form acceptable to the City Attorney, accepting interest in real property for APNs 340-401-51, 340-421-13, 340-413-05, and 340-412-21 consistent with offers of dedication as shown on recorded Tract Map No. 9113 and Tract Map No. 8459 of official County Records

(5-0, as recommended)

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:

a. **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, Planning Commission, Recreation and Parks Commission, Senior Advisory Committee, Traffic Safety Commission, Veterans Advisory Committee and Economic Development Committee
- 2) Direct Staff to re-open the Commission and Committee application/recruitment process for any remaining vacancies

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

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Underhill, and carried 5-0, as recommended, to entertain nominations and make necessary appointments to fill positions on the Cultural Arts Commission, Financial Audit Oversight Committee, Planning Commission, Recreation and Parks Commission, Senior Advisory

Committee, Traffic Safety Commission, Veterans Advisory Committee and Economic Development Committee; and direct Staff to re-open the Commission and Committee applications/recruitment process for any remaining vacancies.

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

Nominations were made to fill three (3) vacancies, one (1) expiring in four (4) years, and two (2) expiring in three (3) years.

Mayor Nelson nominated, and Councilmember Wanke seconded the nomination of candidates Sergio Hidalgo to fill a four (4) year term, and Richard Pana and Devon Gray to fill three (3) years terms on the Cultural Arts Commission.

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, and carried (4-0-1, Councilmember Yamaguchi abstained) to appoint Sergio Hidalgo to fill a four (4) year term, and Richard Pana and Devon Gray to fill three (3) terms on the Cultural Arts Commission.

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

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

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

Councilmember Yamaguchi nominated, and Mayor Pro Tem Aguirre seconded the nomination of candidate Dwayne DeRose to fill a term on the Financial Audit Oversight Committee, term ending in two (2) years.

A motion was made by Councilmember Yamaguchi, seconded by Mayor Pro Tem Aguirre and carried (5-0) to appoint Dwayne DeRose to fill a term on the Financial Audit Oversight Committee, term ending in two (2) years.

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

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

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

Councilmember Wanke nominated, and Councilmember Yamaguchi seconded the nomination of candidate Frank Perez to fill a term in the Planning Commission, term ending in four (4) years.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, and carried (5-0) to appoint Frank Perez to fill a term on the Planning Commission, term ending in four (4) years.

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

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

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

Mayor Pro Tem Aguirre nominated, and Councilmember Yamaguchi seconded the nomination of candidates Mary Granger and Todd Emrick to fill terms on the Recreation and Parks Commission, all terms ending in four (4) years.

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Yamaguchi, and carried (5-0) to appoint Mary Granger and Todd Emrick to each fill a term on the Recreation and Parks Commission, both terms ending in four (4) years.

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

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

Nominations were made to fill two (2) non-expiring vacancies.

Councilmember Wanke nominated, and Councilmember Underhill seconded the nomination of candidate Donald Palmer to fill a term on the Senior Advisory Committee, non-expiring term.

A motion was made by Councilmember Wanke, seconded by Councilmember Underhill, and carried (5-0) to appoint Donald Palmer to fill a term on the Senior Advisory Committee, a non-expiring term.

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 Councilmember Yamaguchi seconded the nomination of candidates Arinder Chadha and Miguel Hernandez to each fill a term on the Traffic Safety Commission, terms ending in four (4) years.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, and carried (5-0) to appoint Arinder Chadha and Miguel Hernandez to each fill a term on the Traffic Safety Commission, both terms ending in four (4) years.

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

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Pro Tem Aguirre inquired if the appointments that were made to the Cultural Arts Commission tonight had enough members, in accordance with the Brown Act, for a quorum.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:23 p.m. to July 22, 2014 at 6:00 p.m. in Memory of Janice Fogarty.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA. CLERK/AGENCY
SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
July 22, 2014
6:00 PM. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called meeting to order at 6:15 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Underhill, Wanke, Yamaguchi, Aguirre, Nelson

ABESENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(d)(4) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
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 City Employees Association (PCEA)

City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative Services
4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator

SUCCESSOR AGENCY: None

ICDA:

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 207 W. Chapman Avenue, APN 339-033-21
Agency Negotiator: Troy L. Butzlaff, City Administrator/Executive Director
Negotiating Parties: Nedra Crocker
Under Negotiations: Price and Terms of Payment

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

CALL TO ORDER:

PRESENT: Councilmember/Board Member Underhill, Wanke, Yamaguchi, Aguirre, Nelson
ABESENT: None

STAFF PRESENT: City Clerk, Patrick Melia; City Administrator/Executive Director Troy L. Butzlaff; City Attorney/Agency Counsel Andrew V. Arczynski; Assistant City Administrator Damien R. Arrula; Director of Administrative Services, Steve Pischel; Director of Community Services, Jonathan K. Nicks; Chief Financial Officer, Linda G. Magnuson; Acting Police Chief, Ward Smith; Finance Manager, Michael Nguyen; Public Works Manager, Michael McConaha; Deputy City Clerk, Amy Diaz; City Clerk Specialist, Candice Martinez; Management Analyst, Maggie Le

INVOCATION: Acting Chief of Police Smith

PLEDGE OF ALLGEIANCE: Councilmember Wanke

PRESENTATIONS: None

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 noted there were no reportable actions for Executive Session that evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced the Concerts in the Park Series and the Movies in the Park Series.

ORAL COMMUNICATIONS:

John Adger, City of Orange resident and City of Placentia business owner, noted that he was in favor of the proposed ballot measure 'Transaction and Use Tax'.

Richard Landfield, business owner and Economic Development Committee member, expressed his concerns on the proposed ballot measure 'Transaction and Use Tax.' He noted that he was not in favor of the proposed ballot measure. He noted that he is resigning from the Economic Development Committee. He noted that he was not informed of the Council meeting tonight.

Craig Green, City Treasurer, noted that he had a few disclaimers to make including: he acknowledged that generating revenue and providing expenditures is under the approval authority of the City Council, and his comments being made without any benefit of insights that may be provided to City Council regarding various revenue sources or applications or any other studies that may have been provided. He requested that such studies, meetings and information be provided to all elected officials of the City so they can be better informed of such subjects. He noted that he had made further inquiries to Sacramento on Community Facilities District (CFD) issues. He inquired about assessments made on item 1.d. He provided copies to Council of documents pertaining to costs associated with the assessment. He inquired about item 4.a. regarding the potential ballot measure 'Transaction and Use Tax'. He noted that he is not in favor of a tax increase in the City of Placentia.

Dwayne DeRose, resident, inquired about the City's savings and Staff compensation and benefits. He inquired about the numerous vacancies in the City's Commissions and Committees. He noted that he is not in favor of the potential ballot measure, 'Transaction and Use Tax.' He inquired about the Police force costs. He announced that this Thursday the

Chamber of Commerce will be hosting a ceremony honoring the Police and Fire Departments and Citizens of the Year.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Yamaguchi noted that Mayor Pro Tem Aguirre and he attended the opening charter night for Placentia-Linda Lions Club.

Mayor Pro Tem Aguirre noted that Councilmember Yamaguchi and he attended the opening charter night for the Placentia-Linda Lions Club. He requested for the City Council to recognize the Placentia-Linda Lions Club at the next City Council meeting.

Mayor Nelson noted that he attended the League of California Cities meeting. He congratulated the Placentia-Linda Lions Club. He noted that he accepts with regret Mr. Landfield's resignation from the Economic Development Committee.

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

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Yamaguchi to approve Consent Calendar Items Nos. 1.a. through 1.d.

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)

COUNCIL CONSENT CALENDAR:

b. Determination and Levy of Special Tax for Fiscal Year 2014-15 in Community Facilities District No. 89-1 (East Placentia)

Financial Impact: No General Fund Impact – District Revenues of \$1,683,941.03 will not cover estimated district expenditures of \$3,226,960.27

Recommended Action: It is recommended that the City Council:

- 1) Approve the Community Facilities District 2014-15 Special Tax Levy of \$1,683,941.03
- 2) Adopt Resolution No. 2014-43, A Resolution of the City Council of the City of Placentia, California, authorizing the Determination and Levy of the Special Tax in Community Facilities District No. 89-1 for Fiscal Year 2014-15
- 3) Authorize inclusion of the Special Tax Levy for Fiscal Year 2014-15 on the Orange County Secured Property Tax Roll

(5-0, as recommended)

c. Determination and Levy of Special Tax for Fiscal Year 2014-15 in Community Facilities District No. 2014-01

Financial Impact: No general fund impact – Estimated Revenues of \$4,050 - \$7,425 annually depending on construction completion of new homes

Recommended Action: It is recommended that the City Council:

- 1) Approve the Community Facilities District 2014-01 Special Tax Levy

2) Adopt Resolution No. 2014-44, A Resolution of the City Council of the City of Placentia, California, authorizing the Determination and Levy of the Special Tax in Community Facilities District No. 2014-01 for Fiscal Year 2014-15

3) Authorize inclusion of the Special Tax Levy for Fiscal Year 2014-15 on the Orange County Secured Property Tax Roll

(5-0, as recommended)

d. **Crowther Avenue Parking Restriction Removal**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2014-42, A Resolution of the City Council of the City of Placentia, California, removing the existing parking restriction on Crowther Avenue

(5-0, as recommended)

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARING:

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

COUNCIL NEW BUSINESS:

a. **Consideration of Resolutions to Add a Ballot Measure to the November 4, 2014 General Municipal Election and Authorize the Priority and Deadline for the Submission of Written Arguments and providing for the Filing of Rebuttal Arguments**

Financial Impact: Expense: \$8,500 (estimated cost to place measure on ballot)

Budgeted in Fiscal Year 2014-15: \$46,500 (Account No.: 101002-6299) and it is estimated that this amount will cover the cost for the elections of officers and the ballot measure

Recommended Action: It is recommended that the City Council:

- 1) Review and consider the proposed ballot measure, an ordinance of the People of the City of Placentia entitled "An Ordinance of the People of the City of Placentia, California, adding a new chapter 3.32 to the Placentia Municipal Code regarding a Transactions and Use Tax". Upon review and consideration, it is further recommended that the City Council adopt the resolutions presented for consideration to place the matter on the ballot for the November 4, 2014 General Election, consolidate the ballot item with the General Election, authorize arguments for and against, rebuttal arguments and directing the preparation of an impartial analysis by the City Attorney
- 2) Adopt Resolution No. R-2014-45, A Resolution of the City Council of the City of Placentia, California, ordering the submission to the qualified electors of the City of a certain measure relating to a Transactions and Use Tax at the General Municipal Election to be held on Tuesday, November 4, 2014, as called by Resolution No. R-2014-34
- 3) Adopt Resolution No. R-2014-46, A Resolution of the City Council of the City of Placentia, California, requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on November 4, 2014, with the Statewide General Election, to be held on the date pursuant to § 10403 of the California Elections Code
- 4) Adopt Resolution No. R-2014-47, A Resolution of the City Council of the City of Placentia, California, setting priorities for filing written arguments regarding a city measure and directing the City Attorney to prepare an impartial analysis
- 5) Adopt Resolution No. R-2014-48, A Resolution of the City Council of the City of Placentia, California, providing for the filing of rebuttal arguments pertaining to a certain measure relating to a Transactions and Use Tax at the General Municipal Election to be held on Tuesday, November 4, 2014, as called by Resolution No. R-2014-34

(3-2, Not Approved, Councilmember Wanke and Yamaguchi voted no)

City Administrator Butzlaff provided a brief overview on item 4.a. He noted that the consulting firm Management Partners prepared a Budget Stabilization Plan for the City that included different revenue enhancements, compensation changes and alternative service delivery methods that could be pursued to alleviate the City's current structural deficit and achieve long-term fiscal sustainability. He noted that Management Partners identified three (3) areas that Council should examine as possible budget reduction/budget stabilization: Cutting back on employee benefits; service reductions including consolidating services and/or contracting out departments with other agencies; and revenue enhancements. He noted that over the next five (5) years, the City would continue to operate under a deficit condition, and by the end of Fiscal Year 2017-18, the structural deficit would be estimated at five (5) million dollars. He noted that the City for the past six (6) years had taken the following cuts: a twenty-five percent (25%) workforce reduction, and reducing employee pay and benefits. He noted that the City does not want to reduce service levels to the community. The revenue enhancements proposed by Management Partners included: raising the Transient Occupancy Tax (TOT), increasing the User Utility Tax (UUT), and an

increase of either a half percent (½%) to a one percent (1%) local sales tax. He noted that City Council directed Staff to conduct two (2) surveys to the City of Placentia voters with results showed more support for a sales tax measure.

Councilmember Underhill noted that she supports the proposed ballot measure 'Transaction and Use Tax'. She recommended to approve item 4.a. and to place the measure on the ballot to be determined by the voters of Placentia at the November 4, 2014 General Municipal Election.

Mayor Pro Tem Aguirre noted that he is not in favor of new taxes, but the City is in a financial crisis. He noted other potential generating revenue ideas that have been presented to the City, as well as cutbacks in services, including landscape maintenance. He noted that the voters should have the opportunity to vote on the proposed measure 'Transaction and Use Tax'.

Councilmember Underhill referred to the article in the Orange County Register regarding the proposed ballot measure 'Transaction and Use Tax.' She requested for City Administrator Butzlaff to list examples of cuts already made by the City that was referenced in the Orange County Register and City Treasurer's Green reports.

City Administrator Butzlaff noted he had received documents from City Treasurer Green, with recommendation of various revenue generating solutions for the next Fiscal Year. He noted that Management Partners and he had a meeting with City Treasurer Green to go over all the listed recommendations. He introduced Acting Chief of Police Smith to discuss the City's annual expenditures relative to the North County SWAT program and the benefits the City derives from participating in the program.

Acting Police Chief Smith provided a brief overview on the cost analysis derived out of the City's participation in the regionalized program, North County SWAT. He noted the following agencies that participate in the program: City of Fullerton, City of La Habra, City of Brea, Cal State Fullerton, and the City of La Palma. He noted the largest savings was the sharing of personnel costs, and equipment distribution. He noted a study was conducted by the Police Department for Fiscal Years 2009-2012, and the City had spent a total of \$96,000 that included the total costs for salaries, benefits, overtime pay, and supplies and equipment to participate in the program (\$25,000 per year). He noted differences and benefits with participating in the North SWAT program versus other agencies that offer special weapons team i.e. Orange County Sheriff's Department.

City Administrator Butzlaff continued his discussion regarding proposals recommended to City Council by City Treasurer Green including eliminating certain Staff positions, reducing and/or taking away monthly stipend from Management and Mid-Management Employees. He noted that the City Council has the authority to direct the City Administrator to eliminate those positions/benefits. He thanked City Treasurer Green for all his recommendations.

Mayor Pro Tem Aguirre inquired about selling land/property that was purchased by the Redevelopment Agency and transferred to the Successor Agency, and where the funds would go if they sold the land/property owned by the Successor Agency.

City Administrator Butzlaff noted that the City currently leases the property known as the Boys and Girls Club and will not be able to sell the property until they own it. He noted that money from the General Fund would have to be used to pay off the lease. City Administrator Butzlaff recommended securing the assets for future purposes related to the downtown development and/or other purposes the City Council may consider. He noted that

some of the residential properties are assets of the Successor Housing Agency and the funds would go back to the Successor Housing Agency.

Mayor Nelson noted that City has been in a financial deficit since his start on Council. He noted the potential development and revenue generating for the Metrolink station is finally moving forward. He noted the struggles City Employees are currently facing, including pay rates being compared to other Cities. He recommended that potential ballot Measure 'Transaction and Use Tax' should be the vote of the people. He noted that the City needs to be able to maintain the Community, and cannot do that with any funds available. He recommended that he will approve this item with a half (1/2) cent increase to include a sunset clause of five (5) years.

A motion was made by Councilmember Underhill, seconded by Mayor Nelson and carried a (3-2) to approve the proposed ballot measure entitled "An Ordinance of the People of the City of Placentia, California, adding a new chapter 3.32 to the Placentia Municipal Code regarding a Transactions and Use Tax", and resolutions presented for consideration to place the matter on the ballot for the November 4, 2014 General Election, consolidate the ballot item with the General Election, authorize arguments for and against, rebuttal arguments and directing the preparation of an impartial analysis by the City Attorney; Resolution No. R-2014-45, A Resolution of the City Council of the City of Placentia, California, ordering the submission to the qualified electors of the City of a certain measure relating to a Transactions and Use Tax at the General Municipal Election to be held on Tuesday, November 4, 2014, as called by Resolution No. R-2014-34; Resolution No. R-2014-46, A Resolution of the City Council of the City of Placentia, California, requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on November 4, 2014, with the Statewide General Election, to be held on the date pursuant to § 10403 of the California Elections Code; Resolution No. R-2014-47, A Resolution of the City Council of the City of Placentia, California, setting priorities for filing written arguments regarding a city measure and directing the City Attorney to prepare an impartial analysis; and Resolution No. R-2014-48, A Resolution of the City Council of the City of Placentia, California, providing for the filing of rebuttal arguments pertaining to a certain measure relating to a Transactions and Use Tax at the General Municipal Election to be held on Tuesday, November 4, 2014, as called by Resolution No. R-2014-34.

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARDMEMBER REQUESTS:

Councilmember Yamaguchi requested an update regarding inviting the community to help participate with hosting community events. He requested an update on the status on contracting out Dispatch Services for public safety. He inquired about a Request for Proposal (RFP) for legal services. He inquired about the Joint Powers Agreement (JPA) with other agencies pertaining to North County SWAT, and requested a copy for his records. He also inquired about the legal liability for being member of the group and background on the advisory council.

Mayor Pro Tem Aguirre, noted that for item 4.a., he voted to abstain, due to the first votes cast by other Councilmembers not to approve the proposed ballot measure. He requested for Staff to reexamine all possible cost saving measures. He requested to change his vote on item 4.a. from an abstain vote to a yes vote.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:23 p.m. to August 5, 2014 at 5:30 p.m.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

City of Placentia
Check Run
For 09/16/2014
FY 13/14

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 455,510.28

Warrant Totals by ID

AP	455,510.28
EP	0.00
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund (0010)	138,024.55
275-Sewer Maintenance (0048)	9,904.80
280-Misc Grants Fund (0050)	10,002.07
401-City Capital Projects (0033)	9,112.73
501-Refuse Administration (0037)	207,715.41
601-Employee Health & Wlfire (0039)	308.20
605-Risk Management (0040)	14,531.74
615-Information Technology (0042)	3,392.87
620-Citywide Services (0043)	27,788.27
701-Special Deposits (0044)	34,729.64

Void Total: 0.00
Warrant Total: 455,510.28

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

Warrant Total: 455,510.28

1.c.
September 16, 2014

*Reversed's approved
 The payment*

City of Placentia
Check Run
For 09/09/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ABERNETHY, D SCOTT V009505	DEMOLITION BOND REFUND-442	0044-2033 Construction & Demo Deposit	TK082614	100.00	40-1-415A		00085011	08/27/2014
				Vendor Total:	100.00				
MW OH	ACTION EMBROIDERY CORP V000082	CORPREC STAFF JACKETS	104071-6301 Special Department Supplies	TK081314	378.00	0272664		00084864	08/14/2014
				Vendor Total:	378.00				
MW OH	BEARD ELECTRIC V004055	PUMP STATION ELECTRICAL SVS	433654-6290 / 61138-6290 Dept. Contract Services	TK082014	505.00	49431		00084944	08/21/2014
				Vendor Total:	505.00				
MW OH	BLAIS & ASSOCIATES V008128	GRANT CONSULTING	103040-6290 Dept. Contract Services	TK081314	166.25	06-2014-PL1		00084865	08/14/2014
				Vendor Total:	166.25				
MW OH	CALRECYCLE V008547	RETURN OF UNUSED GRANT FUNDS	504315-6301 / 20042-6301 Special Department Supplies	TK082014	10,002.07	OPP3-12-0043		00084945	08/21/2014
				Vendor Total:	10,002.07				
MW OH	CANON SOLUTIONS AMERICA V008809	PR-JULY COPIER MAINT-CITY CLE	431010-6175 Office Equipment Rental	TK082014	196.03	4013624530	P09125	00084946	08/21/2014
				Vendor Total:	196.03				
MW OH	CITY OF ANAHEIM V000021	JUNE PMC VIOLATIONS	101005-6299 Other Purchased Services	TK081314	325.00	CA00110000		00084866	08/14/2014
				Vendor Total:	325.00				
MW OH	CITY OF BREA V009459	PD SVS FEASIBILITY STUDY	101511-6001 Management Consulting Services	TK081314	7,720.00	2-4	P10343	00084867	08/14/2014
				Vendor Total:	7,720.00				
MW OH	CITY OF FULLERTON V000385	MARCH-MAY INTERSECTION MAINT	103652-6099 Other Professional Services	TK082014	261.08	AR115369		00084947	08/21/2014
				Vendor Total:	261.08				
MW OH	CITY OF FULLERTON V000385	MAR-JULY TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK082614	414.12	AR115468		00085012	08/27/2014
				Vendor Total:	675.20				

**City of Placentia
Check Run
For 09/09/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COUNTY OF ORANGE V006392	ASSET FORFEITURE FUNDS RETURN	0044-2044 / 80025-2044 Asset Seizure Deposit	TK082614	2,406.00	13-1771		00085013	08/27/2014
MW OH	DEPARTMENT OF JUSTICE V000213	JUNE LIVESCAN SVS	101512-6099 Other Professional Services	Vendor Total: TK081314	2,406.00 290.00	043501		00084868	08/14/2014
MW OH	DEPARTMENT OF JUSTICE V000213	JUNE LIVESCAN SVS	0044-2053 DOJ Livescan	TK081314	548.00	043501		00084868	08/14/2014
MW OH	DEPARTMENT OF JUSTICE V000213	JUNE LIVESCAN SVS	0044-2054 FBI Livescan	TK081314	119.00	043501		00084868	08/14/2014
MW OH	DUDEK & ASSOCIATES INC V004114	MAY ENGINEERING SERVICES	484376-6120 R & M/Sewer & Storm Drain	Vendor Total: TK081314	957.00 6,287.50	20142542	P10217	00084869	08/14/2014
MW OH	DUDEK & ASSOCIATES INC V004114	JUNE ENGINEERING SERVICES	484376-6120 R & M/Sewer & Storm Drain	TK081314	2,887.50	20143282	P10217	00084869	08/14/2014
MW OH	EMPLOYMENT V000203	APR-JUN UNEMPLOYMENT CHARGES	04581-5155 Employee Insurance Claims	Vendor Total: TK082614	9,175.00 5,640.00	L1308646208		00085014	08/27/2014
MW OH	ESRI V009390	ARC-GIS SOFTWARE MAINT	422023-6136 Software Maintenance	Vendor Total: TK081314	5,640.00 3,192.87	92804088		00084870	08/14/2014
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	Vendor Total: TK082614	3,192.87 124.97	C69955		00085015	08/27/2014
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	TK082614	754.22	C70045		00085015	08/27/2014
MW OH	GALLS/QUARTERMASTER V000438	PD UNIFORMS	103041-6360 / 50067-6360 Uniforms	Vendor Total: TK082014	879.19 48.59	001138527		00084948	08/21/2014
MW OH	GALLS/QUARTERMASTER	PD UNIFORMS	103041-6360 / 50044-6360	TK082014	23.74	001280437		00084948	08/21/2014

City of Placentia
Check Run
For 09/09/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000438		Uniforms						
MW OH	GALLS/QUARTERMASTER	PD UNIFORMS	103041-6360 / 50044-6360	TK082014	7.55	001280446		00084948	08/21/2014
	V000438		Uniforms						
MW OH	GALLS/QUARTERMASTER	PD UNIFORMS	103041-6360 / 50040-6360	TK082014	73.43	001376587		00084948	08/21/2014
	V000438		Uniforms						
MW OH	GALLS/QUARTERMASTER	PD UNIFORMS	103041-6360 / 50142-6360	TK082014	7.55	001376717		00084948	08/21/2014
	V000438		Uniforms						
MW OH	GALLS/QUARTERMASTER	PD UNIFORMS	103041-6360 / 50067-6360	TK082014	59.39	001376767		00084948	08/21/2014
	V000438		Uniforms						
				Vendor Total:	220.25				
MW OH	GOLDEN STATE WATER	MAY-JULY WATER CHARGES	109595-6335	TK082014	142.84	081914		00084949	08/21/2014
	V000928		Water						
				Vendor Total:	142.84				
MW OH	HONEYWELL	4/18-7/17 HVAC MAINT	433654-6290	TK082614	8,997.50	5228629599		00085016	08/27/2014
	V001388		Dept. Contract Services						
MW OH	HONEYWELL	A/C CONDENSER-BACKS BLDG	433654-6130	TK082014	11,949.30	5229477263	P10218	00084950	08/21/2014
	V001388		Repair & Maint/Facilities						
				Vendor Total:	20,946.80				
MW OH	LILLEY PLANNING GROUP	5/27-6/30 BLDG INSPECTOR SVS	102532-6045	TK082014	4,800.00	PLA145		00084951	08/21/2014
	V008540		Building Inspection Services						
MW OH	LILLEY PLANNING GROUP	5/27-6/25 CHIEF BLDG OFFICIAL	102532-6290	TK082014	7,072.00	PLA145		00084951	08/21/2014
	V008540		Dept. Contract Services						
MW OH	LILLEY PLANNING GROUP	6/2 BLDG INSPECTION SVS	0044-2048 / 61135-2048	TK081314	80.00	PLA145C		00084871	08/14/2014
	V008540		Engineering Plan Check Deposit						
MW OH	LILLEY PLANNING GROUP	6/3-27 BLDG INSPECTION SVS	0044-2048 / 45037-2048	TK081314	940.00	PLA145C		00084871	08/14/2014
	V008540		Engineering Plan Check Deposit						
				Vendor Total:	12,892.00				
MW OH	M&M COURT REPORTERS IN	APRIL LEGAL SERVICES	404582-6006 / 10037-6006	TK081314	288.85	27180R		00084872	08/14/2014
	V009480		Litigation						

City of Placentia
Check Run
For 09/09/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MANAGED HEALTH V008122	APRIL EAP SERVICES	395083-5161 Health Insurance Premiums	TK082614	288.85	3200056370		00085017	08/27/2014
			Vendor Total:		308.20				
MW OH	MANAGEMENT PARTNERS V008226	JUNE PLANNING MGMT	101511-6001 Management Consulting Services	TK082014	308.20	01325A		00084952	08/21/2014
			Vendor Total:		29.38				
MW OH	ORANGE COUNTY V000698	JAN-MARCH SEWER FACILITY FEES	0044-2037 County Sanitation Dist Fee	TK081314	29,304.27	63014		00084874	08/14/2014
MW OH	ORANGE COUNTY V000698	CREDIT FROM REFUNDED PERMIT	0044-2037 County Sanitation Dist Fee	TK081314	-618.45	63014		00084874	08/14/2014
MW OH	ORANGE COUNTY V000698	4TH QTR FOG INSPECTIONS	484356-6099 Other Professional Services	TK081314	729.80	49371	P09181	00084873	08/14/2014
			Vendor Total:		29,415.62				
MW OH	ORANGE COUNTY V007306	3RD QTR ANIMAL CARE SVS	103045-6280 Animal Control Services	TK082014	50,187.00	AC1390119		00084953	08/21/2014
MW OH	ORANGE COUNTY V007306	4TH QTR ANIMAL CARE SVS	103045-6280 Animal Control Services	TK082014	25,379.00	AC1390137		00084953	08/21/2014
			Vendor Total:		75,566.00				
MW OH	PARKER, STEVE V009506	DEMOLITION BOND REFUND-164	00044-2033 Construction & Demo Deposit	TK082614	1,000.00	40-13-11		00085018	08/27/2014
MW OH	PERRY, BRIAN V002942	SPRING TUITION REIMBURSEMENT	431010-5150 Tuition Reimbursement	TK082014	1,000.00	08132014		00084954	08/21/2014
			Vendor Total:		844.12				
MW OH	PHOTOGRAPHY BY JOHN V002622	COMMISSIONER HILL PHOTO	431010-6301 Special Department Supplies	TK082614	844.12	804751		00085019	08/27/2014
			Vendor Total:		54.00				
MW OH	RBF CONSULTING	JUNE GENERAL PLAN SVS	333523-6017 / 6108670159-6017	TK081314	2,602.12	882557		00084875	08/14/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009460		Special Studies						
MW OH	REINKER, DANIEL V004860	SPRING TUITION REIMBURSEMENT	431010-5150 Tuition Reimbursement	TK082014	1,640.77	08132014		00084955	08/21/2014
				Vendor Total:	2,602.12				
MW OH	REPUBLIC WASTE SERVICES V007205	APRIL REFUSE COLLECTION SVS	374386-6101 Disposal	TK081914	207,715.41	APRIL 14		00084935	07/25/2014
				Vendor Total:	1,640.77				
MW OH	RIPPETOE LAW PC V008778	JUNE LEGAL SERVICES	404582-6006 / 10037-6006 Litigation	TK081314	7,625.05	120376		00084876	08/14/2014
MW OH	RIPPETOE LAW PC V008778	JUNE LEGAL SERVICES	404582-6006 / 10039-6006 Litigation	TK081314	977.84	120377		00084876	08/14/2014
				Vendor Total:	207,715.41				
MW OH	SHOWROOM TRANSPORT V009478	MRAP VEHICLE TRANSPORTATION	103040-6290 Dept. Contract Services	TK081314	7,800.00	40717	P10360	00084877	08/14/2014
				Vendor Total:	8,602.89				
MW OH	SIEMENS INDUSTRY INC V008785	MARCH INTERSECTION MAINT	333552-6185 / 61056-6185 Construction Services	TK082014	1,974.15	5620000394		00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	FEB INTERSECTION MAINT	333552-6185 / 61056-6185 Construction Services	TK082014	119.27	5620000617		00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	DEC INTERSECTION MAINT	333552-6185 / 61056-6185 Construction Services	TK082014	59.65	5620001042		00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	DEC INTERSECTION MAINT	333552-6185 / 61056-6185 Construction Services	TK082014	238.54	5620002293		00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	103652-6099 / 61098-6099 Other Professional Services	TK082014	238.54	5620003796		00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	333552-6185 / 61056-6185 Construction Services	TK082014	752.64	5620003961		00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC	JUNE INTERSECTION MAINT	333552-6185 / 61056-6185	TK082014	536.72	5620003965		00084956	08/21/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008785		Construction Services						
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	333552-6185 / 61056-6185 Construction Services	TK082014	59.64	5620003966		00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	103652-6099 Other Professional Services	TK082014	2,658.40	5620000192	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	0010-1224 AR/City of Fullerton	TK082014	513.37	5620000192	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	0010-1232 Accts Rec/City of Anaheim	TK082014	178.91	5620000192	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	DEC INTERSECTION MAINT	0010-1232 Accts Rec/City of Anaheim	TK082014	83.50	5620001323	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	0010-1226 AR/City of Yorba Linda	TK082014	93.75	5620001323	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	DEC INTERSECTION MAINT	103652-6099 Other Professional Services	TK082014	1,771.37	5620001323	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	APRIL INTERSECTION MAINT	103652-6099 Other Professional Services	TK082014	4,068.24	5620002540	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	APRIL INTERSECTION MAINT	0010-1232 Accts Rec/City of Anaheim	TK082014	243.32	5620002540	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	APRIL INTERSECTION MAINT	0010-1226 AR/City of Yorba Linda	TK082014	183.32	5620002540	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	MAY INTERSECTION MAINT	0010-1226 AR/City of Yorba Linda	TK082014	187.50	5620002565	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	MAY INTERSECTION MAINT	0010-1224 AR/City of Fullerton	TK082014	231.10	5620002565	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	MAY INTERSECTION MAINT	0010-1232 Accts Rec/City of Anaheim	TK082014	1,912.39	5620002565	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	MAY INTERSECTION MAINT	103652-6099 Other Professional Services	TK082014	7,063.86	5620002565	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC	JUNE INTERSECTION MAINT	0010-1232	TK082014	165.84	5620003451	P09324	00084956	08/21/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008785		Accts Rec/City of Anaheim						
MW OH	SIEMENS INDUSTRY INC V008785	FEB INTERSECTION MAINT	103652-6099 Other Professional Services	TK082014	2,612.49	5620003451	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	0010-1226 AR/City of Yorba Linda	TK082014	382.29	5620003451	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	JUNE INTERSECTION MAINT	0010-1224 AR/City of Fullerton	TK082014	152.65	5620003451	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	MARCH INTERSECTION MAINT	0010-1232 Accts Rec/City of Anaheim	TK082014	44.73	5620003960	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	MARCH INTERSECTION MAINT	0010-1226 AR/City of Yorba Linda	TK082014	59.64	5620003960	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	MARCH INTERSECTION MAINT	0010-1224 AR/City of Fullerton	TK082014	634.51	5620003960	P09324	00084956	08/21/2014
MW OH	SIEMENS INDUSTRY INC V008785	MARCH INTERSECTION MAINT	103652-6099 Other Professional Services	TK082014	1,183.86	5620003960	P09324	00084956	08/21/2014
				Vendor Total:	28,404.19				
MW OH	SIMPLEX GRINNELL V008625	MAY ALARM MAINT-CITY HALL	433654-6290 Dept. Contract Services	TK081314	756.50	80098554		00084878	08/14/2014
MW OH	SIMPLEX GRINNELL V008625	MAY ALARM MAINT-EVIDENCE	433654-6290 Dept. Contract Services	TK081314	602.60	80171485		00084878	08/14/2014
				Vendor Total:	1,359.10				
MW OH	SOUTHERN CALIFORNIA V000910	MAY PUMP STATION ELECTRICAL	431010-6330 / 61138-6330 Electricity	TK082014	245.86	061814		00084957	08/21/2014
MW OH	SOUTHERN CALIFORNIA V000910	JUNE PUMP STATION ELECTRICAL	431010-6330 / 61138-6330 Electricity	TK082014	1,117.40	070914		00084957	08/21/2014
				Vendor Total:	1,363.26				
MW OH	SPIRE STRUCTURAL V008841	JUNE STRUCTURAL ENGINEER SVS	333552-6185 / 61020-6185 Construction Services	TK081314	600.00	14170		00084879	08/14/2014
				Vendor Total:	600.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ST JOSEPH HERITAGE V001728	SEPT 13 MEDICAL SERVICES	101512-6099 Other Professional Services	TK082014	340.00	17894		00084958	08/21/2014
			Vendor Total:		340.00				
MW OH	STARLITE RECLAMATION INC V008845	HAZ MAT REMOVAL	103652-6290 Dept. Contract Services	TK081314	573.45	1005017		00084880	08/14/2014
			Vendor Total:		573.45				
MW OH	STATE OF CALIFORNIA V000184	APR-JUNE STRONG MOTION FEES	0044-2031 Strong Motion Admin	TK081314	41.98	4114-63014		00084881	08/14/2014
MW OH	STATE OF CALIFORNIA V000184	APR-JUNE STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	TK081314	415.18	4114-63014		00084881	08/14/2014
MW OH	STATE OF CALIFORNIA V000184	APR-JUNE STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	TK081314	393.66	4114-63014		00084881	08/14/2014
			Vendor Total:		850.82				
MW OH	SUNGARD PUBLIC SECTOR V005987	CDD REPORT WRITING SVS	421523-6136 Software Maintenance	TK082614	200.00	86743		00085020	08/27/2014
			Vendor Total:		200.00				
MW OH	T-MOBILE USA V009215	FEB-MARCH CELL LOCATION INFO	103040-6299 Other Purchased Services	TK082614	1,200.00	53147		00085021	08/27/2014
			Vendor Total:		1,200.00				
MW OH	WILLDAN ENGINEERING V001127	JUNE TRAFFIC ENGINEERING SVS	333552-6017 / 6108670159-6017 Special Studies	TK081314	2,170.00	00612750	P10216	00084882	08/14/2014
MW OH	WILLDAN ENGINEERING V001127	JUNE TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	TK081314	5,460.00	00612748	P10345	00084882	08/14/2014
			Vendor Total:		7,630.00				
MW OH	ZUMAR INDUSTRIES INC V001156	STREET SIGNS	103652-6310 Street Signs	TK082014	602.60	0152936		00084959	08/21/2014
			Vendor Total:		602.60				
			Type Total:		455,510.28				
			Warrant Total:		455,510.28				

City of Placentia
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 For 09/16/2014
 FY 14/15

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

Grand Total: 931,621.53

Warrant Totals by ID	
AP	858,729.26
EP	72,892.27
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund (0010)	424,820.46
225-Asset Seizure (0021)	3,282.88
260-Street Lighting District (0028)	30,940.37
265-Landscape Maintenance (0029)	7,979.76
270-HCD Fund (0030)	1,800.00
275-Sewer Maintenance (0048)	961.56
280-Misc Grants Fund (0050)	585.12
401-City Capital Projects (0033)	23,215.52
501-Refuse Administration (0037)	211,958.32
601-Employee Health & Welfare (0039)	184,102.43
605-Risk Management (0040)	7,046.68
615-Information Technology (0042)	11,683.54
701-Special Deposits (0044)	23,244.89

Void Total: 0.00
 Warrant Total: 931,621.53

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

Warrant Total: 931,621.53

*Reversed & Approved
 Special Deposits*

1.d.
September 16, 2014

City of Placentia
Check Run
For 09/16/2014
FY 14/15

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ABBA TERMITES & PEST V000087	JULY PEST CONTROL SVS	103554-6130 Repair & Maint/Facilities	TK081414	100.00	23483		00084883	08/14/2014
MW OH	ABBA TERMITES & PEST V000087	JULY PEST CONTROL SVS	103554-6130 Repair & Maint/Facilities	TK081414	200.00	23543		00084883	08/14/2014
			Vendor Total:		300.00				
MW OH	ACCO ENGINEERED SYSTEMS/C FAN MAINT V006901		103554-6137 Repair Maint/Equipment	TK082114	188.00	1528139		00084960	08/21/2014
			Vendor Total:		188.00				
MW OH	ADAMS, ED V001652	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK081414	1,591.20	SUMMER 2014		00084884	08/14/2014
MW OH	ADMINSURE V004980	JULY WORKERS COMP ADMIN	404580-5165 Workers' Compensation Claims	TK0827A	1,591.20	7122		00085022	08/27/2014
			Vendor Total:		3,238.36				
MW OH	AINLEY, JON V004735	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK090414	14.70	3133		00085084	09/04/2014
MW OH	ALLIANCE AUDIO V009043	SOUND SVS-CONCERTS	104074-6265 Entertainment Services	TK081414	14.70	2406B		00084885	08/14/2014
			Vendor Total:		14.70				
MW OH	ALLIANT INSURANCE V007375	EVENT INSURANCE-TASTE OF TOWN	10404582-6201 Liability Insurance Premiums	TK081414	725.00	255136		00084886	08/14/2014
			Vendor Total:		2,587.50				
MW OH	ANAHEIM ICE V000318	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK0827A	725.00	SUMMER 2014		00085023	08/27/2014
			Vendor Total:		530.40				
MW OH	ANDERSON, MARILYN V008908	NATIONAL NIGHT OUT SUPPLIES	213041-6301 / 50095-6301 Special Department Supplies	TK081414	24.79	5624		00084887	08/14/2014
MW OH	ANDERSON, MARILYN	NATIONAL NIGHT OUT SUPPLIES	213041-6301 / 50095-6301	TK081414	15.17	5651		00084887	08/14/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V008908		Special Department Supplies					
	Vendor Total:				39.96			
MW OH	ARCZYNSKI, ANDREW V V005588	JULY LITIGATION SVS	101005-6006 Litigation	TK082114	2,717.52 073114		00084961	08/21/2014
MW OH	ARCZYNSKI, ANDREW V V005588	JULY LEGAL SERVICES	101005-6005 Legal Services	TK082114	29,487.25 073114	P10363	00084961	08/21/2014
MW OH	ARCZYNSKI, ANDREW V V005588	AUGUST LITIGATION SERVICES	101005-6006 Litigation	TK0827A	994.06 082014	P10383	00085024	08/27/2014
MW OH	ARCZYNSKI, ANDREW V V005588	AUGUST LEGAL SERVICES	101005-6005 Legal Services	TK0827A	14,341.36 082014	P10383	00085024	08/27/2014
	Vendor Total:				47,540.19			
MW OH	ART OF DANCE & BALLETT V007955	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK081414	733.20 SUMMER 2014		00084888	08/14/2014
	Vendor Total:				733.20			
MW OH	ARVIZO, CAROL V009213	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK0827A	604.80 SUMMER 2014		00085025	08/27/2014
	Vendor Total:				604.80			
MW OH	AT & T V008736	AUG U-VERSE INTERNET CHARGES	109595-6215 Telephone	TK090414	55.00 AUGUST 14		00085085	09/04/2014
MW OH	AT & T V008736	AUG DSL CHARGES-SR. CENTER	109595-6215 Telephone	TK081414	60.00 AUGUST 2014		00084889	08/14/2014
	Vendor Total:				115.00			
MW OH	AT & T MOBILITY V008709	JULY IPAD CHARGES	109595-6215 Telephone	TK0827A	441.06 X08152014		00085026	08/27/2014
	Vendor Total:				441.06			
MW OH	AT&T V004144	JULY PHONE CHARGES	109595-6215 Telephone	TK081414	805.11 080114		00084890	08/14/2014
MW OH	AT&T V004144	JULY PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	TK081414	8.18 080114		00084890	08/14/2014

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MW OH	AT&T V004144	JULY PHONE CHARGES	296561-6215 Telephone	TK081414	64.19	080114		00084890	08/14/2014
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	296561-6215 Telephone	TK082114	49.73	080614		00084962	08/21/2014
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	109595-6215 Telephone	TK082114	186.08	080614		00084962	08/21/2014
MW OH	AT&T V004144	JUNE-AUG PHONE CHARGES	109595-6215 / 61139-6215 Telephone	TK0827A	46.71	081714		00085027	08/27/2014
MW OH	AT&T V004144	JUNE-AUG PHONE CHARGES	296561-6215 Telephone	TK0827A	439.40	081714		00085027	08/27/2014
MW OH	AT&T V004144	JUNE-AUG PHONE CHARGES	109595-6215 Telephone	TK0827A	877.92	081714		00085027	08/27/2014
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	109595-6215 Telephone	TK090414	1,070.41	082514		00085086	09/04/2014
MW OH	AT&T V004144	JULY-AUG PHONE CHARGES	296561-6215 Telephone	TK090414	51.24	082514		00085086	09/04/2014
				Vendor Total:	3,598.97				
MW OH	AVINA, JESUS V009489	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	TK082114	100.00	40-14-003		00084963	08/21/2014
				Vendor Total:	100.00				
MW OH	B & M LAWN & GARDEN V000127	REPAIR BUNKER RAKE	103658-6301 Special Department Supplies	TK082114	210.28	180278		00084964	08/21/2014
				Vendor Total:	210.28				
MW OH	BAGH, MOHAMAD V009513	B/L CITATION REFUND	100000-4101 Gross Receipts	TK090414	200.00	82614A		00085087	09/04/2014
				Vendor Total:	200.00				
MW OH	BANK OF AMERICA V008741	MISAC MEMBERSHIP-LE	421523-6255 Dues & Memberships	TK082514	240.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA	REBUILD IRRIGATON MOTOR	103655-6130	TK082514	722.80	JULY 14		00084934	08/18/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Repair & Maint/Facilities						
MW OH	BANK OF AMERICA V008741	AERATOR RENTAL	103655-6170 Equipment & Tool Rental	TK082514	125.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CREDIT-AERATOR RENTAL DEPOSIT	103655-6170 Equipment & Tool Rental	TK082514	-30.60	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	TIRE SWING FOR SPORTS COMPLEX	103655-6170 Equipment & Tool Rental	TK082514	206.45	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK082514	134.89	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	RUBBER BANDS FOR PW	103655-6301 Special Department Supplies	TK082514	17.26	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PESTICIDE CERT-NAJERA	103655-6301 Special Department Supplies	TK082514	45.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PARKS LANDSCAPE SUPPLIES	103655-6301 Special Department Supplies	TK082514	51.75	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PARKS LANDSCAPE SUPPLIES	103655-6301 Special Department Supplies	TK082514	13.98	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	TONER FOR PW	103655-6301 Special Department Supplies	TK082514	130.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	GRASS SEED FOR TUFFREE FIELD	103655-6301 Special Department Supplies	TK082514	41.56	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SOD FOR MARCH,JENSEN FIELDS	103655-6301 Special Department Supplies	TK082514	22.63	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PW TOOLS	103655-6301 Special Department Supplies	TK082514	38.79	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PD VEHICLE REPAIR SUPPLIES	103658-6134 Vehicle Repair & Maintenance	TK082514	370.48	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	TRUCK FRONT END ALIGNMENT	103658-6134 Vehicle Repair & Maintenance	TK082514	65.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	KEY BOX FOR PW	103658-6301	TK082514	99.36	JULY 14		00084934	08/18/2014

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	V008741		Special Department Supplies						
MW OH	BANK OF AMERICA V008741	CREDIT-KEY BOX FOR PW	103658-6301 Special Department Supplies	TK082514	-99.36	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	KEY BOX FOR PW	103658-6301 Special Department Supplies	TK082514	185.76	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	GAS PUMP NOZZLE	103658-6301 Special Department Supplies	TK082514	628.67	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NRPA MEMBERSHIP-NICKS	104070-6255 Dues & Memberships	TK082514	99.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	OCT EXCURSION TICKETS	104071-6270 Excursions	TK082514	320.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	OCT EXCURSION TICKETS	104071-6270 Excursions	TK082514	320.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/3 EXCURSION TICKETS	104071-6270 / 79506-6270 Excursions	TK082514	594.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/3 EXCURSION TICKETS	104071-6270 / 79506-6270 Excursions	TK082514	593.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 Special Department Supplies	TK082514	225.68	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	FUTSAL LEAGUE SUPPLIES	104071-6301 Special Department Supplies	TK082514	86.05	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/3 EXCURSION SUPPLIES	104071-6301 Special Department Supplies	TK082514	17.90	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	P.A.R.K.S EXCURSION TICKETS	104071-6301 Special Department Supplies	TK082514	180.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK082514	193.28	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK082514	23.72	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301	TK082514	137.69	JULY 14		00084934	08/18/2014

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	V008741		Special Department Supplies						
MW OH	BANK OF AMERICA V008741	TETHERBALL KIT	104071-6301 Special Department Supplies	TK082514	116.64	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK082514	18.99	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	TK082514	5.77	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK082514	91.50	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK082514	79.52	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK082514	80.67	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CONCERTS IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK082514	5.93	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CONCERTS IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK082514	65.45	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CONCERTS IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK082514	21.58	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK082514	4.73	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK082514	49.65	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK082514	95.84	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CONCERTS IN THE PARK SUPPLIES	104071-6301 / 79386-6301 Special Department Supplies	TK082514	151.87	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	TK082514	302.43	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	TK082514	38.85	JULY 14		00084934	08/18/2014

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	V008741		Special Department Supplies						
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	TK082514	151.25	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	TK082514	24.60	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	TK082514	175.27	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	TK082514	139.13	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOVIES IN THE PARK SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	TK082514	238.48	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SWIM PROGRAM SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	TK082514	92.80	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SWIM PROGRAM STAFF INCENTIVES	104071-6301 / 79510-6301 Special Department Supplies	TK082514	120.44	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SWIM PROGRAM SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	TK082514	14.03	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SWIM PROGRAM SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	TK082514	66.26	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NATIONAL NIGHT OUT BANNER	213041-6301 / 50095-6301 Special Department Supplies	TK082514	459.54	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NATIONAL NIGHT OUT SUPPLIES	213041-6301 / 50095-6301 Special Department Supplies	TK082514	322.87	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NATIONAL NIGHT OUT SUPPLIES	213041-6301 / 50095-6301 Special Department Supplies	TK082514	124.20	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NATIONAL NIGHT OUT BANNER	213041-6301 / 50095-6301 Special Department Supplies	TK082514	459.54	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NATIONAL NIGHT OUT SUPPLIES	213041-6301 / 50095-6301 Special Department Supplies	TK082514	18.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA	NATIONAL NIGHT OUT SUPPLIES	213041-6301 / 50095-6301	TK082514	2.14	JULY 14		00084934	08/18/2014

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	V008741		Special Department Supplies						
MW OH	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	0044-2040 / 79278-2040 Special Deposits	TK082514	106.92	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	JULY COMMODITIES DELIVERY	0044-2040 / 79282-2040 Special Deposits	TK082514	232.14	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	P.A.R.K.S MOVIE EXCURSION	0044-2040 / 79520-2040 Special Deposits	TK082514	115.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	FLIGHT CHANGE FEE-NELSON	101001-6245 Meetings & Conferences	TK082514	25.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/15 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK082514	4.81	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/15 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK082514	35.43	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/15 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK082514	41.54	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/22 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK082514	25.83	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/22 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK082514	29.81	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	OFFICE SUPPLIES	101002-6299 Other Purchased Services	TK082514	131.06	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CMTA MEMBERSHIP-GREEN	101003-6255 Dues & Memberships	TK082514	155.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	TK082514	73.44	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	FASTRAK-BUTZLAFF	101511-5199 Other Employee Benefits	TK082514	35.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	TK082514	76.53	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	TK082514	76.46	JULY 14		00084934	08/18/2014

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	V008741		Other Employee Benefits						
MW OH	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	TK082514	73.33	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	ACCOC PARKING-ARRULA	101511-6245 Meetings & Conferences	TK082514	17.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CREDIT-CONF REG	101511-6245 Meetings & Conferences	TK082514	-125.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CREDIT-FLIGHT CANCELLATION	101511-6245 Meetings & Conferences	TK082514	-520.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	ICSC MEMBERSHIP-ARRULA	101511-6255 Dues & Memberships	TK082514	50.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	ICMA MEMBERSHIP-ARRULA	101511-6255 Dues & Memberships	TK082514	1,400.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	COUNCIL NAME PLATES	101511-6315 Office Supplies	TK082514	75.60	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MMAC REG-LE, VERA	101512-6245 Meetings & Conferences	TK082514	65.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	INTERVIEW PANEL LUNCH	101512-6245 Meetings & Conferences	TK082514	42.93	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	WEBINAR FOR PD STAFF	101512-6250 Staff Training	TK082514	55.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	STAFF TRAINING/MGMT RETREAT	101512-6250 Staff Training	TK082514	600.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CREDIT-STAFF TRAINING/MGMT RETREAT	101512-6250 Staff Training	TK082514	-600.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	STAFF TRAINING/MGMT RETREAT	101512-6250 Staff Training	TK082514	600.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	WEBINAR FOR PD STAFF	101512-6250 Staff Training	TK082514	55.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MMAC MEMBERSHIP-LE	101512-6255	TK082514	75.00	JULY 14		00084934	08/18/2014

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	V008741		Dues & Memberships					
MW OH	BANK OF AMERICA V008741	PRESENTATION PLAQUES	101513-6315 Office Supplies	TK082514	114.62 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	TK082514	8.98 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MCV KEYS	101514-6301 Special Department Supplies	TK082514	4.04 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	WEBINAR FOR FINANCE	102021-6099 Other Professional Services	TK082514	49.00 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	GOV'T ACCTG REG-TAKAYASU,	102021-6250 Staff Training	TK082514	150.00 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOISTURE METER	102532-6045 Building Inspection Services	TK082514	58.06 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MEETING LUNCH-ARRULA	102534-6245 Meetings & Conferences	TK082514	48.08 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MEETING LUNCH-ARRULA	102534-6245 Meetings & Conferences	TK082514	49.37 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	ICSC MEMBERSHIP-LE	102534-6255 Dues & Memberships	TK082514	50.00 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	GRANT WRITING REG-DE LA TORRE	103040-6250 Staff Training	TK082514	425.00 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NOTARY TRAINING-DE LA PAZ	103040-6250 Staff Training	TK082514	267.00 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NOTARY TRAINING-FELDSTEIN	103040-6250 Staff Training	TK082514	267.00 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	AIRFARE-SMITH	103040-6250 Staff Training	TK082514	201.50 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MOBILE NOTARY SVS	103040-6301 Special Department Supplies	TK082514	40.00 JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA	DRY CLEANING SVS	103040-6301	TK082514	80.00 JULY 14		00084934	08/18/2014

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	V008741		Special Department Supplies						
MW OH	BANK OF AMERICA V008741	CHIEF HICKS RETIREMENT BADGE	103040-6301 Special Department Supplies	TK082514	130.14	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PARKING-BUSSE	103040-6301 Special Department Supplies	TK082514	7.50	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PD STAFF CHAMBER BREAKFAST	103040-6301 Special Department Supplies	TK082514	150.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NATIONAL NIGHT OUT SUPPLIES	103040-6301 / 50095-6301 Special Department Supplies	TK082514	250.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	RUBBER STAMPS FOR PD	103040-6315 Office Supplies	TK082514	67.72	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CRIME PREVENTION SUPPLIES	103040-6315 Office Supplies	TK082514	12.67	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CRIME PREVENTION SUPPLIES	103040-6315 Office Supplies	TK082514	4.86	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	RUBBER STAMPS FOR PD	103040-6315 Office Supplies	TK082514	22.62	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	DAR CLASS REG-WAGONER	103041-6250 Staff Training	TK082514	225.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PD SUPPLIES	103041-6301 Special Department Supplies	TK082514	44.24	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SHIPPING CHARGES	103041-6301 Special Department Supplies	TK082514	5.85	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/25 DUI CHECKPOINT SUPPLIES	103041-6301 Special Department Supplies	TK082514	17.45	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	7/25 DUI CHECKPOINT MEALS	103041-6301 Special Department Supplies	TK082514	108.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	WATER PURIFIER FOR PD	103041-6301 Special Department Supplies	TK082514	226.80	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA	JULY MCV DIRECT TV SVS	103041-6301	TK082514	54.99	JULY 14		00084934	08/18/2014

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MW OH	BANK OF AMERICA V008741	SWAT UNIFORMS	Special Department Supplies 103041-6360 / 50055-6360 Uniforms	TK082514	278.50	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SWAT UNIFORMS	103041-6360 / 50055-6360 Uniforms	TK082514	543.75	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	STROBE LIGHT FOR PD	103042-6301 / 50075-6301 Special Department Supplies	TK082514	159.41	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	NOTARY TRAINING-MARTINEZ	103043-6250 Staff Training	TK082514	267.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	TRNG FOR SAFETY REG-SEGLETES	103043-6250 Staff Training	TK082514	109.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	GLOVES,PACKAGING SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	TK082514	967.84	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CD'S FOR PD	103043-6301 / 50100-6301 Special Department Supplies	TK082514	383.40	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	HAND SANITIZER	103043-6301 / 50100-6301 Special Department Supplies	TK082514	23.87	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	EVIDENCE BAGS, GLOVES, LABELS	103043-6301 / 50100-6301 Special Department Supplies	TK082514	336.42	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PAPER SHREDDER	103043-6301 / 50100-6301 Special Department Supplies	TK082514	75.50	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	KEYS FOR PD VIPS	103043-6301 / 50130-6301 Special Department Supplies	TK082514	24.30	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MEETING LUNCH-ARRULA	103550-6245 Meetings & Conferences	TK082514	101.19	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	MMAC MEMBERSHIP-MC CONAHA	103550-6255 Dues & Memberships	TK082514	75.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	BATTERIES FOR PW	103550-6315 Office Supplies	TK082514	21.59	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA	CALTRANS & GREEN BOOKS	103550-6320	TK082514	903.77	JULY 14		00084934	08/18/2014

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	V008741		Books & Periodicals						
MW OH	BANK OF AMERICA V008741	STARTER MOTOR-GOMEZ POOL	103554-6130 Repair & Maint/Facilities	TK082514	270.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	POLYCAST SPRAY	103554-6130 Repair & Maint/Facilities	TK082514	30.03	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	WINDOW FOR BACKS BLDG	103554-6130 Repair & Maint/Facilities	TK082514	337.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PRESSURE GAUGE MAINT-WHITTEN	103554-6130 Repair & Maint/Facilities	TK082514	49.68	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	VOLTAGE TESTER	103554-6137 Repair Maint/Equipment	TK082514	48.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PHONE CASES FOR PW	103554-6301 Special Department Supplies	TK082514	350.83	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SECURITY SIGNS	103554-6301 Special Department Supplies	TK082514	51.80	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	SECURITY SIGNS	103554-6301 Special Department Supplies	TK082514	10.78	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PAINT FOR MELROSE UNDERPASS	103554-6301 Special Department Supplies	TK082514	31.02	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PW SUPPLIES	103554-6301 Special Department Supplies	TK082514	5.25	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	THERMOMETER,BATTERIES	103554-6301 Special Department Supplies	TK082514	61.52	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	KEYS FOR REC	103554-6301 Special Department Supplies	TK082514	93.96	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PD LOCKS FOR CITY GATES	103554-6301 Special Department Supplies	TK082514	243.00	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	DRINKING FOUNTAIN REPAIR SUPPL	103554-6301 Special Department Supplies	TK082514	26.07	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA	PAINT FOR MELROSE UNDERPASS	103554-6301	TK082514	16.72	JULY 14		00084934	08/18/2014

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	V008741		Special Department Supplies						
MW OH	BANK OF AMERICA V008741	PAINT FOR MELROSE UNDERPASS	103554-6301 Special Department Supplies	TK082514	265.66	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PAINT FOR MELROSE UNDERPASS	103554-6301 Special Department Supplies	TK082514	40.50	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PAINT FOR MELROSE UNDERPASS	103554-6301 Special Department Supplies	TK082514	201.68	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	HOSE BIB FOR MELROSE UNDERPASS	103554-6301 Special Department Supplies	TK082514	71.45	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	TOILET PAPER DISPENSER	103554-6301 Special Department Supplies	TK082514	75.60	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103554-6301 Special Department Supplies	TK082514	33.46	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	ASPHALT RELEASE AGENT	103652-6301 Special Department Supplies	TK082514	143.10	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	PAINT FOR MELROSE UNDERPASS	103652-6301 Special Department Supplies	TK082514	370.64	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	RESTROOM SENSOR FOR GOMEZ	103655-6130 Repair & Maint/Facilities	TK082514	297.69	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	LIGHTING REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	TK082514	28.89	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	TK082514	102.91	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	LIGHTING REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	TK082514	37.91	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	CONF ROOM TABLE & CHAIRS	333554-6185 Construction Services	TK082514	1,263.60	JULY 14		00084934	08/18/2014
MW OH	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	TK082514	34.80	JULY 14		00084934	08/18/2014
Vendor Total:									24,370.12

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MW OH	BEARD ELECTRIC V004055	PUMP STATION SITE REVIEW	103554-6130 / 61139-6130 Repair & Maint/Facilities	TK0827A	1,515.00	49432		00085028	08/27/2014
			Vendor Total:		1,515.00				
MW OH	BEE MAN, THE V000117	BEE REMOVAL AT TUFFREE	103655-6130 Repair & Maint/Facilities	TK0827A	195.00	83501		00085029	08/27/2014
MW OH	BEE MAN, THE V000117	BEE REMOVAL AT TUFFREE	103655-6130 Repair & Maint/Facilities	TK0827A	99.00	83625		00085029	08/27/2014
			Vendor Total:		294.00				
MW OH	BEHAVIOR ANALYSIS V009504	PD CLASS 9590-31455: MERCIER	103042-6250 Staff Training	TK0827A	481.00	3219		00085030	08/27/2014
MW OH	BEHAVIOR ANALYSIS V009504	PD CLASS 9590-31455: MALONE	103041-6250 Staff Training	TK0827A	481.00	3219		00085030	08/27/2014
			Vendor Total:		962.00				
MW OH	BLAIS & ASSOCIATES V008128	JULY GRANT MNGMT SVS	101511-6290 Dept. Contract Services	TK0827A	665.00	07-2014-PL1		00085031	08/27/2014
			Vendor Total:		665.00				
MW OH	BONDADCHUA, SHEILA V005458	DEPOSIT REFUND-AGUIRRE	100000-4385 Facility Rental	TK090414	100.00	2000261.002		00085088	09/04/2014
			Vendor Total:		100.00				
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK0827A	100.00	30-14-63		00085032	08/27/2014
			Vendor Total:		100.00				
MW OH	BURGESS, MIKE V009286	JULY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	TK081414	200.00	JULY 2014		00084891	08/14/2014
			Vendor Total:		200.00				
MW OH	BURKE WILLIAMS & V006247	JULY LEGAL SERVICES	101005-6005 Legal Services	TK090414	11,380.36	179421	P10388	00085089	09/04/2014
			Vendor Total:		11,380.36				
MW OH	BUTZLAFF, TROY	ICMA CONF PER DIEM	101511-6245	TK081414	240.00	080514		00084892	08/14/2014

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	V005326		Meetings & Conferences						
MW OH	CALIFORNIA CITY V009490	FY 14/15 MEMBERSHIP	101511-6255 Dues & Memberships	Vendor Total: TK082114	240.00 400.00	1589		00084965	08/21/2014
MW OH	CALIFORNIA DENTAL V008102	SEPT DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	Vendor Total: TK081414	400.00 164.42	SEPT 2014		00084893	08/14/2014
MW OH	CALIFORNIA DENTAL V008102	SEPT DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	TK081414	619.96	SEPT 2014		00084893	08/14/2014
MW OH	CALIFORNIA FORENSIC V000232	JULY BLOOD DRAWS	103040-6055 Medical Services	Vendor Total: TK082114	784.38 2,183.50	07.31.14	P10368	00084966	08/21/2014
MW OH	CALIFORNIA PARKS & V000174	MEMBERSHIP-M. MAURER	104071-6255 Dues & Memberships	Vendor Total: TK082114	2,183.50 150.00	81414		00084967	08/21/2014
MW OH	CALIFORNIA POLICE CHIEF'S V000196	FY 14/15 R3 MEMBERSHIP DUES	103040-6255 Dues & Memberships	Vendor Total: TK081414	150.00 630.00	189C		00084894	08/14/2014
MW OH	CALIFORNIA PUBLIC V006234	SEPT MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	Vendor Total: TK0827A	630.00 12,882.49	10000001435603		00085033	08/27/2014
MW OH	CALIFORNIA PUBLIC V006234	SEPT MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	TK0827A	107,140.42	10000001435603		00085033	08/27/2014
MW OH	CALIFORNIA STATE V005587	2013 SCO OFFSET PROGRAM	102021-6025 Third Party Administration	Vendor Total: TK090414	120,022.91 74.36	39401		00085090	09/04/2014
MW OH	CALIFORNIA STATE V004813	P/E 8/16/14 PD DATE 8/22/14	0010-2196 Garnishments W/H	Vendor Total: PY14017	74.36 461.53	2700/1401017		00084936	08/22/2014

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MW OH	CALIFORNIA STATE V004813	P/E 8/30/14 PD DATE 9/5/14	0010-2196 Garnishments W/H	PY14018	461.53	2700/1401018		00085147	09/08/2014
Vendor Total:					923.06				
MW OH	CALPERS LONG-TERM CARE V000845	P/E 8/16/14 PD DATE 8/22/14	0010-2160 PERS Long Term Care	PY14017	43.08	2630/1401017		00084937	08/22/2014
MW OH	CALPERS LONG-TERM CARE V000845	P/E 8/30/14 PD DATE 9/5/14	0010-2160 PERS Long Term Care	PY14018	43.08	2630/1401018		00085148	09/08/2014
Vendor Total:					86.16				
MW OH	CANON FINANCIAL SERVICES V008867	PD FAX LEASE	374386-6175 Office Equipment Rental	TK081414	15.08	14035034	P10290	00084896	08/14/2014
MW OH	CANON FINANCIAL SERVICES V008867	PD FAX LEASE	109595-6175 Office Equipment Rental	TK081414	15.09	14035034	P10290	00084896	08/14/2014
MW OH	CANON FINANCIAL SERVICES V008867	COPIER LEASE	374386-6175 Office Equipment Rental	TK081414	250.00	14035035	P10291	00084896	08/14/2014
MW OH	CANON FINANCIAL SERVICES V008867	COPIER LEASE	109595-6175 Office Equipment Rental	TK081414	250.00	14035035	P10291	00084896	08/14/2014
MW OH	CANON FINANCIAL SERVICES V008867	COPIER LEASE-CITY CLERK	109595-6175 Office Equipment Rental	TK082114	429.30	14074586	P10329	00084968	08/21/2014
MW OH	CANON FINANCIAL SERVICES V008867	COPIER LEASE-CITY CLERK	374386-6175 Office Equipment Rental	TK082114	429.31	14074586	P10329	00084968	08/21/2014
Vendor Total:					1,388.78				
MW OH	CANON SOLUTIONS AMERICA V008809	AMERICAN COPIER MAINT	109595-6175 Office Equipment Rental	TK090414	153.47	4010310788A		00085091	09/04/2014
MW OH	CANON SOLUTIONS AMERICA V008809	AMERICAN COPIER USAGE	109595-6175 Office Equipment Rental	TK082114	353.78	4013626833	P10330	00084969	08/21/2014
MW OH	CANON SOLUTIONS AMERICA V008809	AMERICAN COPIER USAGE	109595-6175 Office Equipment Rental	TK082114	377.17	4013627473	P10331	00084969	08/21/2014
Vendor Total:					884.42				
MW OH	CAPRCBM	AGENCY MEMBERSHIP	104071-6255	TK090414	225.00	9214		00085092	09/04/2014

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	V009514		Dues & Memberships						
MW OH	CARDENAS, JOEL V002648	SEPT MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK090414	225.00	50.00 SEPTEMBER 14		00085093	09/04/2014
				Vendor Total:	50.00				
MW OH	CARL WARREN & CO V008011	JULY 3RD PARTY LIABILITY SVS	404582-6025 Third Party Administration	TK082114	1,541.66	1607172	P10364	00084970	08/21/2014
MW OH	CARL WARREN & CO V008011	AUG 3RD PARTY LIABILITY SVS	404582-6025 Third Party Administration	TK082114	1,541.66	1615191	P10364	00084970	08/21/2014
				Vendor Total:	3,083.32				
MW OH	CARWASH OF AMERICA V000771	JULY CITY CAR WASHES	103658-6134 Vehicle Repair & Maintenance	TK0827A	586.42	JULY 14		00085034	08/27/2014
				Vendor Total:	586.42				
MW OH	CBE V008124	JULY WHITTEN COPIER LEASE	101572-6135 Repair/Maint Off Furn & Eqp	TK081414	44.14	IN16097625	P10326	00084897	08/14/2014
MW OH	CBE V008124	JULY COPIER OVERAGE-ADMIN	109595-6175 Office Equipment Rental	TK081414	307.25	IN1609761	P10328	00084897	08/14/2014
				Vendor Total:	351.39				
MW OH	CBRE INC V009445	CONSULTING SVS-RETAIL DEV	102534-6099 Other Professional Services	TK090414	22,500.00	2014-764041-00	IP10313	00085094	09/04/2014
				Vendor Total:	22,500.00				
MW OH	CGTF V007827	GANG TASK FORCE REG-MCKENZIE	103042-6245 Meetings & Conferences	TK0827A	250.00	3219		00085035	08/27/2014
MW OH	CGTF V007827	GANG TASK FORCE-UCEDA	103042-6245 Meetings & Conferences	TK0827A	250.00	3219		00085035	08/27/2014
				Vendor Total:	500.00				
MW OH	CHIONG, NORMA V009507	CLASS TRANSFER REFUND	100000-4340 / 79348-4340 Recreation Programs	TK0827A	38.00	2000252.002		00085036	08/27/2014
				Vendor Total:	38.00				

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MW OH	CITY OF BREA V000125	PRINTING SVS-PW FORM	103650-6315 Office Supplies	TK082114	8.70	6-1873		00084971	08/21/2014
MW OH	CITY OF BREA V000125	ECONOMIC DEV SUPPLIES	102534-6225 Advertising/Promotional	TK081414	108.98	6-1911		00084898	08/14/2014
MW OH	CITY OF BREA V000125	BUSINESS CARDS-LE	101511-6315 Office Supplies	TK082114	14.99	6-1915		00084971	08/21/2014
MW OH	CITY OF BREA V000125	BUSINESS CARDS-DE LA TORRE	374386-6315 Office Supplies	TK082114	14.99	6-1916		00084971	08/21/2014
MW OH	CITY OF BREA V000125	BUSINESS CARDS-DIAZ	101513-6315 Office Supplies	TK0827A	14.99	6-1917		00085037	08/27/2014
MW OH	CITY OF BREA V000125	PRINTING SVS-DEV SVS FORM	102532-6315 Office Supplies	TK081414	143.18	6-1924		00084898	08/14/2014
MW OH	CITY OF BREA V000125	FY 14/15 ILJAO AGENCY	103043-6099 Other Professional Services	TK082114	3,764.00	6-1896	P10369	00084971	08/21/2014
MW OH	CITY OF BREA V000125	FY 14/15 ILJAO AGENCY FEES	103043-6099 Other Professional Services	TK082114	11,452.00	6-1896	P10369	00084971	08/21/2014
				Vendor Total:	15,521.83				
MW OH	COMMERCIAL AQUATIC V005203	CHEMICALS FOR GOMEZ POOL	103554-6130 Repair & Maint/Facilities	TK0827A	470.74	114-1966		00085038	08/27/2014
MW OH	COMMERCIAL AQUATIC V005203	JULY WHITTEN POOL MAINT	103554-6130 Repair & Maint/Facilities	TK0827A	600.00	114-2215		00085038	08/27/2014
MW OH	COMMERCIAL AQUATIC V005203	JULY GOMEZ POOL MAINT	103554-6130 Repair & Maint/Facilities	TK0827A	600.00	114-2216		00085038	08/27/2014
MW OH	COMMERCIAL AQUATIC V005203	WHITTEN POOL CHEMICALS	103554-6130 Repair & Maint/Facilities	TK082114	409.86	114-2400		00084972	08/21/2014
MW OH	COMMERCIAL AQUATIC V005203	CHEMICALS FOR GOMEZ POOL	103554-6130 Repair & Maint/Facilities	TK0827A	651.24	114-2439		00085038	08/27/2014
				Vendor Total:	2,731.84				
MW OH	CONNELL, JOSEPH V004080	PD TRAINING MEALS,MILEAGE	103041-6250 Staff Training	TK090414	318.32	3219		00085095	09/04/2014

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				Vendor Total:	318.32				
MW OH	COUNTY OF ORANGE V005595	STORAGE TANK INSPECTION	103554-6137 Repair Maint/Equipment	TK082114	1,520.00	IN0988113		00084973	08/21/2014
				Vendor Total:	1,520.00				
MW OH	COUNTY OF ORANGE V007152	JULY-SEPT 800MHZ COSTS	103043-6137 Repair Maint/Equipment	TK082114	6,074.25	SC08066	P10325	00084974	08/21/2014
MW OH	COUNTY OF ORANGE V007152	800MHZ CCCS NEXT GENERATION	333558-6899 / 6200540011-6899 Other Capital Outlay	TK090414	18,201.00	SC08025	P10380	00085096	09/04/2014
				Vendor Total:	24,275.25				
MW OH	CPOA REGION 1 V009462	PD TRAINING REG-DREW	103041-6250 Staff Training	TK0827A	20.00	2132		00085039	08/27/2014
MW OH	CPOA REGION 1 V009462	PD TRAINING REG-CONNELL	103041-6250 Staff Training	TK0827A	20.00	2132		00085039	08/27/2014
				Vendor Total:	40.00				
MW OH	CYPRESS POINT V009511	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	TK0827A	1,000.00	40-13-08		00085040	08/27/2014
				Vendor Total:	1,000.00				
MW OH	DATA TICKET INC. V006119	JULY AR COLLECTIONS	102021-6099 Other Professional Services	TK0827A	205.50	55887		00085041	08/27/2014
				Vendor Total:	205.50				
MW OH	DATAQUICK V000297	SUBSCRIPTION RENEWAL	421523-6136 Software Maintenance	TK082114	261.00	11198771		00084975	08/21/2014
				Vendor Total:	261.00				
MW OH	DE LA PAZ, SHARLYN V009396	SEPT MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK090414	50.00	SEPTEMBER 14		00085097	09/04/2014
				Vendor Total:	50.00				
MW OH	DE LA TORRE, EDUARDO V003527	SEPT MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK090414	20.00	SEPTEMBER 14		00085098	09/04/2014
				Vendor Total:	20.00				
MW OH	DE LA TORRE, EDUARDO	SEPT MONTHLY EXPENSES	374386-5001	TK090414	25.00	SEPTEMBER 14		00085098	09/04/2014

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	V003527		Salaries/Full-Time Regular					
MW OH	DE LA TORRE, EDUARDO V003527	SEPT MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK090414	5.00	SEPTEMBER 14	00085098	09/04/2014
			Vendor Total:		50.00			
MW OH	DFS FLOORING INC V000099	JULY CARPET CLEANING SVS	103554-6130 Repair & Maint/Facilities	TK082114	605.00	300098-110	00084976	08/21/2014
			Vendor Total:		605.00			
MW OH	DIAZ, AMY V009453	SEPT MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	TK090414	25.00	SEPTEMBER 14	00085099	09/04/2014
MW OH	DIAZ, AMY V009453	SEPT MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	TK090414	25.00	SEPTEMBER 14	00085099	09/04/2014
			Vendor Total:		50.00			
MW OH	DIAZ, LUCILA V008720	FACILITY REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK082114	75.00	2000249.002	00084977	08/21/2014
			Vendor Total:		75.00			
MW OH	EDHS QUARTERBACK CLUB V003246	HERITAGE ADVERTISING	0044-2067 / 79392-2067 Heritage Committee	TK082114	500.00	080814	00084978	08/21/2014
			Vendor Total:		500.00			
MW OH	EDUTAINMENT ARTS LLC V000687	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK0827A	1,818.70	SUMMER 2014	00085042	08/27/2014
			Vendor Total:		1,818.70			
MW OH	EJ WARD INC V001108	REPAIR FUEL READER SOFTWARE	103658-6301 Special Department Supplies	TK090414	450.00	0053128-IN	00085100	09/04/2014
			Vendor Total:		450.00			
MW OH	ENTERPRISE FLEET SERVICES V003312	JULY PD LEASE VEHICLE CHARGES	103042-6165 / 50070-6165 Vehicle Rental	TK081414	3,497.64	FBN2586257	P10314	00084899
			Vendor Total:		450.00			
MW OH	ENTERPRISE FLEET SERVICES V003312	AUG PD LEASE VEHICLE CHARGES	103042-6165 / 50070-6165 Vehicle Rental	TK081414	3,510.64	FBN2606164	P10361	00084899
			Vendor Total:		7,008.28			

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MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6290 Dept. Contract Services	TK082114	602.42	199112		00084979	08/21/2014
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6290 Dept. Contract Services	TK082114	602.42	199113		00084979	08/21/2014
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6290 Dept. Contract Services	TK082114	258.66	199296		00084979	08/21/2014
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6290 Dept. Contract Services	TK082114	754.27	199676		00084979	08/21/2014
			Vendor Total:		2,217.77				
MW OH	FARRELL, BARBARA V009508	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0827A	55.00	2000253.002		00085043	08/27/2014
MW OH	FEDEX V000394	SHIPPING CHARGES	102020-6325 Postage	TK081414	24.58	2-735-54258		00084900	08/14/2014
			Vendor Total:		55.00				
MW OH	FENSTERMAKER, DANIEL V005067	AUG MEDIA SERVICES	44173-6099 Other Professional Services	TK090414	3,700.00	PLA-14-008	P10351	00085101	09/04/2014
			Vendor Total:		3,700.00				
MW OH	FIS V008518	JULY CC PROCESSING	102021-6025 Third Party Administration	TK082114	76.60	34271925		00084980	08/21/2014
			Vendor Total:		76.60				
MW OH	FORENSIC NURSE V009316	MEDICAL EXAM SVS	103040-6099 Other Professional Services	TK081414	650.00	3103		00084901	08/14/2014
			Vendor Total:		650.00				
MW OH	FRANZEN, CHRISTINE V009481	CLASS REFUND	100000-4340 Recreation Programs	TK081414	150.00	2000238.002		00084902	08/14/2014
			Vendor Total:		150.00				
MW OH	GAS CO, THE V000909	JULY GAS CHARGES	109595-6340 / 61139-6340 Natural Gas	TK0827A	32.26	082214		00085044	08/27/2014

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MW OH	GAS CO, THE V000909	JULY-AUG GAS CHARGES	109595-6340 Natural Gas	TK0827A	262.26	082214		00085044	08/27/2014
MW OH	GAS CO, THE V000909	AUGUST GAS CHARGES	109595-6340 Natural Gas	TK090414	14.79	082914		00085102	09/04/2014
		Vendor Total:			309.31				
MW OH	GE CAPITAL V008085	SEPT COPIER LEASE-REC	374386-6175 Office Equipment Rental	TK090414	145.03	61249317	P10279	00085103	09/04/2014
MW OH	GE CAPITAL V008085	SEPT COPIER LEASE-REC	109595-6175 Office Equipment Rental	TK090414	145.03	61249317	P10279	00085103	09/04/2014
MW OH	GE CAPITAL V008085	SEPT COPIER LEASE-ADMIN	374386-6175 Office Equipment Rental	TK090414	164.58	61245504	P10280	00085103	09/04/2014
MW OH	GE CAPITAL V008085	SEPT COPIER LEASE-ADMIN	109595-6175 Office Equipment Rental	TK090414	164.58	61245504	P10280	00085103	09/04/2014
MW OH	GE CAPITAL V008085	OCT COPIER LEASE-PW	484376-6175 Office Equipment Rental	TK081414	259.22	61141533	P10281	00084903	08/14/2014
		Vendor Total:			878.44				
MW OH	GLADWELL GOVERNMENT V007230	ELECTION CONSULTING SVS	101002-6299 Other Purchased Services	TK0827A	570.00	2992		00085045	08/27/2014
		Vendor Total:			570.00				
MW OH	GOAR, SHAWN V009499	PARKING CITATION REFUND	0044-2038 Parking Fines	TK0827B	12.50	PK449915		00085046	08/27/2014
MW OH	GOAR, SHAWN V009499	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	TK0827B	34.50	PK449915		00085046	08/27/2014
		Vendor Total:			47.00				
MW OH	GOLDEN STAR TECHNOLOG V009410	SPAM PROTECTION SVS	421523-6136 Software Maintenance	TK081414	2,059.46	JAI109234		00084904	08/14/2014
MW OH	GOLDEN STATE WATER V000928	JUNE-AUG WATER CHARGES	109595-6215 Telephone	TK081414	5,518.14	080414		00084905	08/14/2014
		Vendor Total:			2,059.46				

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MW OH	GOLDEN STATE WATER V000928	MAY-JULY WATER	109595-6335 Water	TK082114	6,603.56 080814		00084981	08/21/2014
MW OH	GOLDEN STATE WATER V000928	JUNE-AUG WATER CHARGES	109595-6335 Water	TK0827B	18,843.59 081814		00085047	08/27/2014
MW OH	GOLDEN STATE WATER V000928	JULY-AUG WATER CHARGES	296561-6335 Water	TK090414	6,728.39 082214		00085104	09/04/2014
MW OH	GOLDEN STATE WATER V000928	JULY-AUG WATER CHARGES	109595-6335 Water	TK090414	20,390.37 082214		00085104	09/04/2014
			Vendor Total:		58,084.05			
MW OH	GONSALVES & SON, JOE V005577	SEPT LEGISLATIVE SERVICES	101001-6099 Other Professional Services	TK0827B	4,000.00 24688	P10304	00085048	08/27/2014
			Vendor Total:		4,000.00			
MW OH	GFS INTERNATIONAL V006120	FY 14/15 SERVICE RENEWAL	103043-6099 Other Professional Services	TK082114	1,677.60 12136		00084982	08/21/2014
			Vendor Total:		1,677.60			
MW OH	GRANICUS INC. V007659	7/1-9/30 COUNCIL MTG STREAMING	441573-6136 Software Maintenance	TK082114	2,211.00 55847	P10371	00084983	08/21/2014
MW OH	GRANICUS INC. V007659	7/1-9/30 SOFTWARE MTG SUPPORT	441573-6136 Software Maintenance	TK082114	375.00 55957	P10371	00084983	08/21/2014
			Vendor Total:		2,586.00			
MW OH	GREAT WEST V006983	P/E 8/16/14 PD DATE 8/22/14	0029-2172 Deferred Comp Pay. - Gr West	PY14017	9.94 2607/1401017		00084938	08/22/2014
MW OH	GREAT WEST V006983	P/E 8/16/14 PD DATE 8/22/14	0010-2172 Deferred Comp Pay. - Gr West	PY14017	696.82 2607/1401017		00084938	08/22/2014
MW OH	GREAT WEST V006983	P/E 8/16/14 PD DATE 8/22/14	0048-2172 Deferred Comp Pay. - Gr West	PY14017	21.12 2607/1401017		00084938	08/22/2014
MW OH	GREAT WEST V006983	P/E 8/30/14 PD DATE 9/5/14	0048-2172 Deferred Comp Pay. - Gr West	PY14018	21.12 2607/1401018		00085149	09/08/2014
MW OH	GREAT WEST	P/E 8/30/14 PD DATE 9/5/14	0010-2172	PY14018	696.82 2607/1401018		00085149	09/08/2014

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	V006983		Deferred Comp Pay. - Gr West					
MW OH	GREAT WEST V006983	P/E 8/30/14 PD DATE 9/5/14	0029-2172 Deferred Comp Pay. - Gr West	PY14018	9.94 2607/1401018		00085149	09/08/2014
			Vendor Total:		1,455.76			
MW OH	GREENLEAF, KEN V007756	K9 TRAINING-HABO,FALCON,BUDDY	13041-6250 Staff Training	TK0827B	1,575.00 2065		00085049	08/27/2014
MW OH	GREENLEAF, KEN V007756	K9 TRAINING-HABO,FALCON,BUDDY	13041-6250 Staff Training	TK0827B	1,575.00 2065		00085049	08/27/2014
			Vendor Total:		3,150.00			
MW OH	GRYPHON FITNESS V008543	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK081414	764.40 SUMMER 2014		00084906	08/14/2014
			Vendor Total:		764.40			
MW OH	HALO CONFIDENTIAL V008544	AUG PD BACKGROUND SCREENINGS	103040-6290 Dept. Contract Services	TK0827B	900.00 0030	P10301	00085050	08/27/2014
			Vendor Total:		900.00			
MW OH	HDL COREN & CONE V001564	3RD QUARTER SALES TAX	102021-6099 Other Professional Services	TK090414	1,299.76 0022556-IN		00085105	09/04/2014
MW OH	HDL COREN & CONE V001564	JULY-SEPT PROPERTY TAX SVS	102021-6099 Other Professional Services	TK0827B	3,150.00 0020622-IN	P10384	00085051	08/27/2014
MW OH	HDL COREN & CONE V001564	CAFR STATISTICS REPORTING	102021-6099 Other Professional Services	TK0827B	695.00 0020783	P10385	00085051	08/27/2014
			Vendor Total:		5,144.76			
MW OH	HENDRICKSON, ERIC V007376	SEPT MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK090414	50.00 SEPTEMBER 14		00085106	09/04/2014
			Vendor Total:		50.00			
MW OH	HI-WAY SAFETY RENTALS V000459	MESSAGE/STREET SIGN SERVICE	103652-6305 Traffic Control Devices	TK081414	1,234.45 20023		00084907	08/14/2014
			Vendor Total:		1,234.45			
MW OH	HONEYWELL	JULY-OCT HVAC MAINT	103554-6290	TK0827B	8,997.50 5229490660	P10372	00085052	08/27/2014

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	V001388		Dept. Contract Services						
MW OH	HOZAN, DAVID V009500	PARKING CITATION REFUND	0044-2038 Parking Fines	Vendor Total: TK0827B	8,997.50	12.50 16003879		00085053	08/27/2014
MW OH	HOZAN, DAVID V009500	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	TK0827B	34.50	16003879		00085053	08/27/2014
MW OH	HUNTER SIGNS V000481	HERITAGE BANNER	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK0827B	47.00	491.40 1412051		00085054	08/27/2014
MW OH	I ROOF V009491	ROOFING BOND REFUND-618 RUBY	0044-2033 Construction & Demo Deposit	Vendor Total: TK082114	491.40	100.00 30-14-39		00084984	08/21/2014
MW OH	I ROOF V009491	ROOFING BOND REFUND-1120 CHEROKEE	0044-2033 Construction & Demo Deposit	TK0827B	100.00	30-14-50		00085055	08/27/2014
MW OH	I ROOF V009491	ROOFING BOND REFUND-718 STARDUST	0044-2033 Construction & Demo Deposit	TK0827B	100.00	30-14-58		00085055	08/27/2014
MW OH	I ROOF V009491	ROOFING BOND REFUND-807 STARDUST	0044-2033 Construction & Demo Deposit	TK0827B	100.00	30-14-62		00085055	08/27/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	Vendor Total: TK082114	400.00	41.26 2024607-00		00084985	08/21/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK082114	157.84	2025411-00		00084985	08/21/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK082114	169.68	2036096-00		00084985	08/21/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK082114	58.24	2040391-00		00084985	08/21/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK082114	239.76	2040895-00		00084985	08/21/2014

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MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK082114	109.67	2041494-00		00084985	08/21/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK082114	387.83	2046725-00		00084985	08/21/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0827B	138.03	204895-01		00085056	08/27/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0827B	597.55	2059849-00		00085056	08/27/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0827B	18.23	2059853-00		00085056	08/27/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0827B	57.20	2061018-00		00085056	08/27/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0827B	78.48	2061383-00		00085056	08/27/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0827B	631.74	2061661-00		00085056	08/27/2014
				Vendor Total:	2,685.51				
MW OH	INTERNAL CONTROL V000504	JULY PRE-EMPLOYMENT EXAMS	103040-6099 Other Professional Services	TK081414	250.00	10634		00084908	08/14/2014
				Vendor Total:	250.00				
MW OH	INTERNATIONAL INSTITUTEMEMBERSHIP-DIAZ V000506		101002-6255 Dues & Memberships	TK090414	85.00	09032014		00085107	09/04/2014
MW OH	INTERNATIONAL INSTITUTEMEMBERSHIP-MARTINEZ V000506		101002-6255 Dues & Memberships	TK090414	85.00	09032014		00085107	09/04/2014
MW OH	INTERNATIONAL INSTITUTEMEMBERSHIP-MELIA V000506		101002-6255 Dues & Memberships	TK090414	185.00	09032014		00085107	09/04/2014
				Vendor Total:	355.00				
MW OH	JAX BICYCLE CENTER V000541	PD BICYCLE SERVICE	103041-6301 Special Department Supplies	TK082114	69.99	021614150610		00084986	08/21/2014
MW OH	JAX BICYCLE CENTER	PD BICYCLE SERVICE/REPAIRS	103041-6301	TK082114	154.99	070714120903		00084986	08/21/2014

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	V000541		Special Department Supplies						
MW OH	JAX BICYCLE CENTER V000541	PD BICYCLE SERVICE	103041-6301	TK082114	69.99	070714121057		00084986	08/21/2014
MW OH	JAX BICYCLE CENTER V000541	PD BICYCLE SERVICE	103041-6301	TK082114	69.99	070714121342		00084986	08/21/2014
MW OH	JAX BICYCLE CENTER V000541	PD BICYCLE SERVICE/REPAIRS	103041-6301	TK082114	119.54	071014120106		00084986	08/21/2014
MW OH	JAX BICYCLE CENTER V000541	PD BICYCLE SERVICE/REPAIRS	103041-6301	TK082114	84.99	071014122350		00084986	08/21/2014
MW OH	JAX BICYCLE CENTER V000541	PD BICYCLE SERVICE/REPAIRS	103041-6301	TK082114	99.99	071114111305		00084986	08/21/2014
MW OH	JAX BICYCLE CENTER V000541	PD BICYCLE SERVICE/REPAIRS	103041-6301	TK082114	99.99	071914144534		00084986	08/21/2014
				Vendor Total:	769.47				
MW OH	JOHNSON, JACK V009512	9/19 SR CENTER ENTERTAINMENT	0044-2067 / 79392-2067 Heritage Committee	TK0827B	200.00	903		00085057	08/27/2014
				Vendor Total:	200.00				
MW OH	KC NAILS V009516	GREEN BUCKS REIMBURSEMENT	102534-6099 Other Professional Services	TK090414	50.00	082714		00085108	09/04/2014
				Vendor Total:	50.00				
MW OH	KEEN, DAVID V004024	7/20-8/2 DISABILITY PAYMENT	103041-5001 Salaries/Full-Time Regular	TK081414	1,681.56	081414		00084909	08/14/2014
MW OH	KEEN, DAVID V004024	8/17-30 DISABILITY PENSION	103041-5001 Salaries/Full-Time Regular	TK090414	1,681.56	081714		00085109	09/04/2014
				Vendor Total:	3,363.12				
MW OH	KEY GOVERNMENT FINANCØCT PHONE SYSTEM LEASE V007864		333523-6840 / 30016-6840 Machinery & Equipment	TK090414	3,000.92	153495001410	P10273	00085110	09/04/2014
MW OH	KEYSTONE UNIFORMS	PD UNIFORMS-FIELD SVS	103041-6360						
				Vendor Total:	3,000.92				
					20.00	4882	P10324	00084987	08/21/2014

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	V009178		Uniforms						
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK082114	111.22	4894	P10324	00084987	08/21/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-CODE ENFORCEMENT	103046-6360 Uniforms	TK082114	461.05	4942	P10324	00084987	08/21/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK082114	31.58	4994	P10324	00084987	08/21/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK082114	367.14	5029	P10324	00084987	08/21/2014
				Vendor Total:	990.99				
MW OH	KIDZ LOVE SOCCER V008469	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK0827B	55.80	SUMMER 2014		00085058	08/27/2014
				Vendor Total:	55.80				
MW OH	KIM, CHRISTINE V009482	CLASS REFUND	100000-4340 Recreation Programs	TK081414	119.00	200244.002		00084910	08/14/2014
				Vendor Total:	119.00				
MW OH	KUSUNOKI HEARING V004347	8/8 PARKING CITATION HEARINGS	103047-6099 Other Professional Services	TK0827A	150.00	1118	P10316	00085059	08/27/2014
				Vendor Total:	150.00				
MW OH	LE, DUY V009492	DEMOLITION BOND REFUND-650	KAB044-2033 Construction & Demo Deposit	TK082114	500.00	40-1-432		00084988	08/21/2014
				Vendor Total:	500.00				
MW OH	LE-NGUYEN, MAGGIE V007345	SEPT MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	TK090414	10.00	SEPTEMBER 14		00085111	09/04/2014
MW OH	LE-NGUYEN, MAGGIE V007345	SEPT MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK090414	5.00	SEPTEMBER 14		00085111	09/04/2014
MW OH	LE-NGUYEN, MAGGIE V007345	SEPT MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK090414	35.00	SEPTEMBER 14		00085111	09/04/2014
				Vendor Total:	50.00				

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MW OH	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0029-2192 Police Legal Services	TK081414	6.02	81214A		00084911	08/14/2014
MW OH	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0010-2192 Police Legal Services	TK081414	425.71	81214A		00084911	08/14/2014
MW OH	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0037-2192 Police Legal Services	TK081414	16.77	81214A		00084911	08/14/2014
MW OH	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0048-2192 Police Legal Services	TK081414	22.70	81214A		00084911	08/14/2014
			Vendor Total:		471.20				
MW OH	LEONARD, ALLAN V009501	IMPOUND FEE REFUND	100000-4328 Lien Fee	TK0827B	171.00	082114A		00085060	08/27/2014
			Vendor Total:		171.00				
MW OH	LILLEY PLANNING GROUP V008540	7/14-29 GENERAL PLAN UPDATE	332531-6017 / 6108670159-6017 Special Studies	TK081414	750.00	PLSP110	P10538	00084912	08/14/2014
			Vendor Total:		750.00				
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	103655-6301 Special Department Supplies	TK0827B	202.56	157681		00085061	08/27/2014
			Vendor Total:		202.56				
MW OH	LOZON, JEFF V002880	POOL BOND REFUND-668 HEATHER	0044-2045 Construction Deposits(Swim)	TK090414	500.00	50-1-629		00085112	09/04/2014
			Vendor Total:		500.00				
MW OH	MADRIGAL, RUDY V006637	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK090414	14.70	6219		00085113	09/04/2014
			Vendor Total:		14.70				
MW OH	MAKOWSKI, ROBERT V005712	SEPT MONTHLY EXPENSES	103041-5001 Salaries/Full-Time Regular	TK090414	42.50	SEPTEMBER 14		00085114	09/04/2014
MW OH	MAKOWSKI, ROBERT V005712	SEPT MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK090414	7.50	SEPTEMBER 14		00085114	09/04/2014
			Vendor Total:		50.00				

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MW OH	MALLOY, STEVEN V009493	POOL BOND REFUND-945	0044-2045 Construction Deposits(Swim)	TK082114	500.00	50-1-617		00084989	08/21/2014
MW OH	MALTOS, MARIA V009517	DEPOSIT REFUND-KRAEMER PARK Facility Rental	100000-4385	TK090414	100.00	2000269.002		00085115	09/04/2014
MW OH	MANAGED HEALTH V008122	JULY EAP SERVICES	395083-5161 Health Insurance Premiums	TK0827B	100.00				
MW OH	MANAGED HEALTH V008122	AUG EAP SERVICES	395083-5161 Health Insurance Premiums	TK0827B	308.20	3200058981		00085062	08/27/2014
MW OH	MANAGED HEALTH V008122	SEPT EAP SERVICES	395083-5161 Health Insurance Premiums	TK0827B	308.20	3200059958		00085062	08/27/2014
MW OH	MANAGED MOBILE INC V009496	JULY VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	924.60		P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	JULY VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	1,899.49	63048	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	JULY VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	299.76	63101	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	JULY VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	541.12	63147	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	JULY VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	1,791.38	63274	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	JULY VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	736.05	63275	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	JULY VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	597.61	63403	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	JULY VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	880.75	63419	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	AUG VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	860.99	63481	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	AUG VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	1,540.37	63589	P10376	00085063	08/27/2014

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	V009496		Dept. Contract Services						
MW OH	MANAGED MOBILE INC V009496	AUG VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	349.92	63699	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	AUG VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	1,247.10	63700	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	AUG VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	1,631.49	63737	P10376	00085063	08/27/2014
MW OH	MANAGED MOBILE INC V009496	AUG VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK0827B	1,728.40	63818	P10376	00085063	08/27/2014
				Vendor Total:	14,104.43				
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK090414	55.72	6117		00085116	09/04/2014
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK090414	58.07	7129		00085116	09/04/2014
				Vendor Total:	113.79				
MW OH	MARTINEZ, JOSE V009424	DEPOSIT REFUND-BACKS BLDG	100000-4385 Facility Rental	TK090414	150.00	2000267.002		00085117	09/04/2014
MW OH	MARTINEZ, JOSE V009424	PARTIAL FACILITY REFUND	100000-4385 Facility Rental	TK090414	55.00	2000270.002		00085117	09/04/2014
				Vendor Total:	205.00				
MW OH	MAUREEN KANE & V007787	CITY CLERK TECH TRAINING	101002-6245 Meetings & Conferences	TK090414	1,500.00	08272014		00085118	09/04/2014
				Vendor Total:	1,500.00				
MW OH	MC FADDEN-DALE V000635	VEHICLE REPAIR PARTS	103658-6301 Special Department Supplies	TK090414	18.49	161174/5		00085119	09/04/2014
				Vendor Total:	18.49				
MW OH	MCCONAHAY, MICHAEL V002517	SEPT MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK090414	50.00	SEPTEMBER 14		00085120	09/04/2014
				Vendor Total:	50.00				

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MW OH	MIKE RAMIREZ UNIFORMS V009483	SWAT PATCHES	103041-6360 Uniforms	TK081414	702.00	070812		00084913	08/14/2014
				Vendor Total:	702.00				
MW OH	MINNESOTA LIFE INSURANCE V000627	LIFE INSURANCE	101511-5163 Life Insurance Premiums	TK0827B	644.40	SEPT 2014		00085064	08/27/2014
				Vendor Total:	644.40				
MW OH	MMASC V008471	CGL APPLICATION FEE	101512-6255 Dues & Memberships	TK090414	75.00	082114		00085121	09/04/2014
				Vendor Total:	75.00				
MW OH	MONTALVO, IVETTE V009484	DEPOSIT REFUND-WHITTEN	100000-4385 Facility Rental	TK090414	150.00	2000266.002		00085122	09/04/2014
				Vendor Total:	150.00				
MW OH	MONTALVO, IVETTE V009484	DEPOSIT REFUND-WHITTEN	100000-4385 Facility Rental	TK081414	100.00	200240.002		00084914	08/14/2014
				Vendor Total:	250.00				
MW OH	NATURE'S SELECT V008316	DOG FOOD FOR K9	103041-6301 Special Department Supplies	TK0827B	151.31	132965		00085065	08/27/2014
				Vendor Total:	151.31				
MW OH	NGUYEN, MICHAEL V005291	SEPT MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK090414	50.00	SEPTEMBER 14		00085123	09/04/2014
				Vendor Total:	50.00				
MW OH	NOHL RANCH POOL & SPA V009485	POOL BOND REFUND-836 SAN DIEGO	103040-6255 Construction Deposits(Swim)	TK081414	500.00	50-1-628		00084915	08/14/2014
				Vendor Total:	500.00				
MW OH	OCCOG V009079	FY 14/15 MEMBERSHIP	101001-6255 Dues & Memberships	TK082114	4,532.53	2014-124	P10373	00084990	08/21/2014
				Vendor Total:	4,532.53				
MW OH	OCCOG V009079	DEMOGRAPHIC RESEARCH FEES	101001-6255 Dues & Memberships	TK082114	1,715.10	2014-124	P10373	00084990	08/21/2014
				Vendor Total:	6,247.63				
MW OH	OCTMA	ANNUAL DUES-BUSSE	103040-6255	TK0827B	100.00	082014-BUSSE		00085066	08/27/2014

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	V009142		Dues & Memberships						
			Vendor Total:		100.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101002-6299 Other Purchased Services	TK0827B	117.78	046852I		00085067	08/27/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	TK0827B	27.30	046854I		00085067	08/27/2014
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK082114	244.13	046868		00084991	08/21/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	TK0827B	26.99	046888I		00085067	08/27/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	TK0827B	130.11	046909I		00085067	08/27/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	TK0827B	18.93	046945I		00085067	08/27/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0827B	13.77	046989I		00085067	08/27/2014
MW OH	OFFICE INDUSTRIES V007477	TONER	102020-6315 Office Supplies	TK082114	313.69	047005		00084991	08/21/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK090414	6.89	047034		00085124	09/04/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK090414	23.25	047061I		00085124	09/04/2014
			Vendor Total:		922.84				
MW OH	ORANGE COUNTY CHIEFS & MEMBERSHIP-SMITH V009486		103040-6245 Meetings & Conferences	TK081414	125.00	5624		00084916	08/14/2014
			Vendor Total:		125.00				
MW OH	ORANGE COUNTY V000699	P/E 8/16/14 PD DATE 8/22/14	0010-2176 PCEA/OCEA Assoc Dues	PY14017	255.42	2610/1401017		00084939	08/22/2014
MW OH	ORANGE COUNTY	P/E 8/16/14 PD DATE 8/22/14	0048-2176	PY14017	18.77	2610/1401017		00084939	08/22/2014

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	P/E 8/16/14 PD DATE 8/22/14	0029-2176 PCEA/OCEA Assoc Dues	PY14017	8.64	2610/1401017		00084939	08/22/2014
MW OH	ORANGE COUNTY V000699	P/E 8/16/14 PD DATE 8/22/14	0037-2176 PCEA/OCEA Assoc Dues	PY14017	5.77	2610/1401017		00084939	08/22/2014
MW OH	ORANGE COUNTY V000699	P/E 8/30/14 PD DATE 9/5/14	0010-2176 PCEA/OCEA Assoc Dues	PY14018	255.43	2610/1401018		00085150	09/08/2014
MW OH	ORANGE COUNTY V000699	P/E 8/30/14 PD DATE 9/5/14	0048-2176 PCEA/OCEA Assoc Dues	PY14018	18.75	2610/1401018		00085150	09/08/2014
MW OH	ORANGE COUNTY V000699	P/E 8/30/14 PD DATE 9/5/14	0037-2176 PCEA/OCEA Assoc Dues	PY14018	5.77	2610/1401018		00085150	09/08/2014
MW OH	ORANGE COUNTY V000699	P/E 8/30/14 PD DATE 9/5/14	0029-2176 PCEA/OCEA Assoc Dues	PY14018	8.65	2610/1401018		00085150	09/08/2014
				Vendor Total:	577.20				
MW OH	ORANGE COUNTY HEALTH V009116	HAZ MAT DISCLOSURE/CUPA FEES Other Purchased Services	103043-6299	TK081414	172.00	IN0990473		00084917	08/14/2014
				Vendor Total:	172.00				
MW OH	ORANGE COUNTY REGISTERULY ADVERTISING V003211		101002-6299 Other Purchased Services	TK0827B	348.98	08252014		00085068	08/27/2014
MW OH	ORANGE COUNTY REGISTERULY ADVERTISING V003211		101002-6225 Advertising/Promotional	TK0827B	559.36	08252014		00085068	08/27/2014
				Vendor Total:	908.34				
MW OH	ORANGE COUNTY SHERIFF V007556	PC 832 REG-MERCIER Staff Training	103042-6250	TK0827B	80.00	2132		00085069	08/27/2014
				Vendor Total:	80.00				
MW OH	ORANGE COUNTY V007306	JULY PARKING CITATIONS Parking Fines	0044-2038	TK081414	7,675.00	81214A		00084918	08/14/2014
				Vendor Total:	7,675.00				
MW OH	ORLANDO M CALLEROS	JULY CDBG PROPERTY INSPECTION	\$02535-6099	TK0827A	900.00	01-2014A		00085070	08/27/2014

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	V009109		Other Professional Services						
MW OH	ORLANDO M CALLEROS V009109	JULY CDBG PROPERTY INSPECTIONS	02535-6099	TK081414	900.00	1/2014	P10356	00084895	08/14/2014
			Other Professional Services						
MW OH	ORTEGA, JEANETTE V007724	SEPT MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	Vendor Total: TK090414	1,800.00 50.00	SEPTEMBER 14		00085125	09/04/2014
MW OH	PALUMBO, ZACHARY V000800	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	Vendor Total: TK090414	50.00 14.70	3219		00085126	09/04/2014
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	Vendor Total: TK090414	14.70 693.36	1020135266		00085127	09/04/2014
MW OH	PARKHOUSE TIRE INC V004472	EMERGENCY ROADSIDE SVS	103658-6134 Vehicle Repair & Maintenance	TK090414	264.07	1020135268		00085127	09/04/2014
MW OH	PARKHOUSE TIRE INC V004472	EMERGENCY ROADSIDE SVS	103658-6134 Vehicle Repair & Maintenance	TK090414	149.37	1020135294		00085127	09/04/2014
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	TK090414	924.48	1020136189		00085127	09/04/2014
MW OH	PARKHOUSE TIRE INC V004472	EMERGENCY ROADSIDE SVS	103658-6134 Vehicle Repair & Maintenance	TK090414	317.07	1020136192		00085127	09/04/2014
MW OH	PARS V006999	AUG TRUST ADMIN SVS	395083-6025 Third Party Administration	Vendor Total: TK081414	2,348.35 400.00	29441		00084919	08/14/2014
MW OH	PASCARELLA, RICHARD V002546	MEDICAL EXAM REIMBURSEMENT	103040-6250 Staff Training	Vendor Total: TK0827B	400.00 65.00	4536		00085071	08/27/2014
MW OH	PATTERSON, MONICA V009518	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	Vendor Total: TK090414	65.00 150.00	2000268.002		00085128	09/04/2014

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				Vendor Total:	150.00				
MW OH	PCEA C/O NORTH ORANGE V000679	8/16/14 PD DATE 8/22/14	0048-2176 PCEA/OCEA Assoc Dues	PY14017	1.95	2615/1401017		00084940	08/22/2014
MW OH	PCEA C/O NORTH ORANGE V000679	8/16/14 PD DATE 8/22/14	0010-2176 PCEA/OCEA Assoc Dues	PY14017	26.55	2615/1401017		00084940	08/22/2014
MW OH	PCEA C/O NORTH ORANGE V000679	8/16/14 PD DATE 8/22/14	0029-2176 PCEA/OCEA Assoc Dues	PY14017	0.90	2615/1401017		00084940	08/22/2014
MW OH	PCEA C/O NORTH ORANGE V000679	8/16/14 PD DATE 8/22/14	0037-2176 PCEA/OCEA Assoc Dues	PY14017	0.60	2615/1401017		00084940	08/22/2014
MW OH	PCEA C/O NORTH ORANGE V000679	8/30/14 PD DATE 9/5/14	0037-2176 PCEA/OCEA Assoc Dues	PY14018	0.60	2615/1401018		00085151	09/08/2014
MW OH	PCEA C/O NORTH ORANGE V000679	8/30/14 PD DATE 9/5/14	0029-2176 PCEA/OCEA Assoc Dues	PY14018	0.90	2615/1401018		00085151	09/08/2014
MW OH	PCEA C/O NORTH ORANGE V000679	8/30/14 PD DATE 9/5/14	0048-2176 PCEA/OCEA Assoc Dues	PY14018	1.95	2615/1401018		00085151	09/08/2014
MW OH	PCEA C/O NORTH ORANGE V000679	8/30/14 PD DATE 9/5/14	0010-2176 PCEA/OCEA Assoc Dues	PY14018	26.55	2615/1401018		00085151	09/08/2014
				Vendor Total:	60.00				
MW OH	PINEDA, MATEO V002647	DEPOSIT REFUND-WHITTEN	100000-4385 Facility Rental	TK0827B	150.00	200250.002		00085072	08/27/2014
				Vendor Total:	150.00				
MW OH	PLACENTIA CHAMBER OF V000772	FY 14/15 MEMBERSHIP	101001-6255 Dues & Memberships	TK082114	585.00	8448		00084992	08/21/2014
				Vendor Total:	585.00				
MW OH	PLACENTIA POLICE V000839	P/E 8/16/14 PD DATE 8/22/14	0010-2180 Police Mgmt Assn Dues	PY14017	984.17	2625/1401017		00084941	08/22/2014
MW OH	PLACENTIA POLICE V000839	P/E 8/30/14 PD DATE 9/5/14	0010-2180 Police Mgmt Assn Dues	PY14018	984.17	2625/1401018		00085152	09/08/2014
				Vendor Total:	1,968.34				

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MW OH	PLACENTIA POLICE V003519	P/E 8/16/14 PD DATE 8/22/14	0010-2178 Placentia Police Assoc Dues	PY14017	2,868.26	2620/1401017		00084942	08/22/2014
MW OH	PLACENTIA POLICE V003519	P/E 8/16/14 PD DATE 8/22/14	0050-2178 Placentia Police Assoc Dues	PY14017	100.06	2620/1401017		00084942	08/22/2014
MW OH	PLACENTIA POLICE V003519	P/E 8/30/14 PD DATE 9/5/14	0010-2178 Placentia Police Assoc Dues	PY14018	2,946.76	2620/1401018		00085153	09/08/2014
MW OH	PLACENTIA POLICE V003519	P/E 8/30/14 PD DATE 9/5/14	0050-2178 Placentia Police Assoc Dues	PY14018	100.06	2620/1401018		00085153	09/08/2014
MW OH	PMW ASSOCIATES V005647	MEDIA RELATIONS REG-POINT	103041-6250 Staff Training	TK0827B	420.00	6219		00085073	08/27/2014
MW OH	PRINCIPAL LIFE V008141	AUG DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	TK081414	572.32	AUG 2014		00084920	08/14/2014
MW OH	PRINCIPAL LIFE V008141	AUG DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	TK081414	697.76	AUG 2014		00084920	08/14/2014
MW OH	PSYCH CONSULT ASSOC. INC	JULY PRE-EMPLOYMENT EXAMS	101512-6099 Other Professional Services	TK081414	350.00	521252		00084921	08/14/2014
MW OH	PSYCH CONSULT ASSOC. INC	AUG PRE-EMPLOYMENT EXAM	101512-6099 Other Professional Services	TK0827B	400.00	521257		00085074	08/27/2014
MW OH	PUBLIC AGENCY RISK V000838	MEMBERSHIP	101512-6255 Dues & Memberships	TK090414	150.00	030570		00085129	09/04/2014
MW OH	RAGGED ROBIN RANCH INC	8/6 PLANNING SERVICES	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK0827B	236.25	CR0814A		00085075	08/27/2014
MW OH	RAGGED ROBIN RANCH INC	8/4 PLANNING SERVICES	0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK0827B	67.50	CR0814A		00085075	08/27/2014

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MW OH	RAGGED ROBIN RANCH INC8/13 V009274	PLANNING SERVICES	0044-2048 / 45052-2048 Engineering Plan Check Deposit	TK0827B	67.50	CR0814A		00085075	08/27/2014
MW OH	RAGGED ROBIN RANCH INC8/20-28 V009274	PLANNING SERVICES	0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK090414	202.50	CR0828A		00085130	09/04/2014
MW OH	RAGGED ROBIN RANCH INC8/4-14 V009274	PLANNING SERVICES	102531-6290 Dept. Contract Services	TK0827B	6,628.75	CR0814	P10340	00085075	08/27/2014
MW OH	RAGGED ROBIN RANCH INC8/18-28 V009274	PLANNING SERVICES	102531-6290 Dept. Contract Services	TK090414	6,797.50	CR0828	P10340	00085130	09/04/2014
				Vendor Total:	14,000.00				
MW OH	RAMIREZ, GREGORIO V009503	BLDG PERMIT REFUND	100000-4305 Planning Division Fees	TK0827B	388.00	072414		00085076	08/27/2014
				Vendor Total:	388.00				
MW OH	RAMIREZ, JORGE V009487	CLASS REFUND	100000-4340 Recreation Programs	TK081414	119.00	2000246.002		00084922	08/14/2014
				Vendor Total:	119.00				
MW OH	REIMER, DEBORAH V009346	8/4-14 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK082114	2,915.00	0115	P10366	00084993	08/21/2014
MW OH	REIMER, DEBORAH V009346	8/18-28 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK090414	2,860.00	0116	P10366	00085131	09/04/2014
				Vendor Total:	5,775.00				
MW OH	RELIANCE STANDARD LIFE V008214	JULY LIFE INSURANCE PREMIUMS	395000-4725 ISF Life Ins Reimbursements	TK081414	1,301.09	JULY 14		00084923	08/14/2014
MW OH	RELIANCE STANDARD LIFE V008214	JULY LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	TK081414	712.81	JULY 14		00084923	08/14/2014
MW OH	RELIANCE STANDARD LIFE V008214	JULY LIFE INSURANCE PREMIUMS	0010-2186 Optional Life Insurance	TK081414	487.33	JULY 14		00084923	08/14/2014
MW OH	RELIANCE STANDARD LIFE V008214	JULY LIFE INSURANCE PREMIUMS	395000-4730 ISF LTD Ins Reimbursements	TK081414	2,350.33	JULY 14		00084923	08/14/2014
				Vendor Total:	4,851.56				

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MW IP	REPUBLIC WASTE SERVICES V007205	JULY REFUSE COLLECTION	374386-6101 Disposal	TK082714	210,214.62	676-001904286	00085010	08/27/2014
				Vendor Total:	210,214.62			
MW OH	RITCHIE, JAIME V009502	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	TK0827B	30.50	14007594	00085077	08/27/2014
MW OH	RITCHIE, JAIME V009502	PARKING CITATION REFUND	0044-2038 Parking Fines	TK0827B	12.50	14007594	00085077	08/27/2014
				Vendor Total:	43.00			
MW OH	RODRIGUEZ, ALVARO V009510	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	TK0827B	125.00	2000258.002	00085078	08/27/2014
MW OH	SCHLUETER, ROBERT V009494	DEMOLITION BOND REFUND-721,7230044-2033	Construction & Demo Deposit	TK082114	1,000.00	40-1-411	00084994	08/21/2014
				Vendor Total:	1,000.00			
MW OH	SCOTT J GROSSBERG APC V009515	8/7 STAFF TRAINING	101512-6250 Staff Training	TK090414	2,000.00	20140801	00085132	09/04/2014
				Vendor Total:	2,000.00			
MW OH	SHEELY, EVERETT V009519	POOL BOND REFUND-712 DE JESUS	0044-2045 Construction Deposits(Swim)	TK090414	500.00	50-1-634	00085133	09/04/2014
MW OH	SHRED-IT LOS ANGELES V000905	7/30 SHRED DOCUMENT SVS	374386-6299 Other Purchased Services	TK082114	92.74	9403988424	00084995	08/21/2014
				Vendor Total:	92.74			
MW OH	SIMPLEX GRINNELL V008625	ALARM MONITORING-CHAMBER	103554-6127 Alarm Monitoring	TK090414	420.00	77158112	00085134	09/04/2014
MW OH	SMITH, WARD V002806	SEPT MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK090414	50.00	SEPTEMBER 14	00085135	09/04/2014
				Vendor Total:	420.00			
				Vendor Total:	50.00			

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MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	0010-1228 AR/County of Orange	TK081414	17.23	080714		00084924	08/14/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	296561-6330 Electricity	TK081414	273.17	080714		00084924	08/14/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	286560-6330 Electricity	TK081414	30,940.37	080714		00084924	08/14/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	109595-6330 Electricity	TK081414	13,353.69	080714		00084924	08/14/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	109595-6330 Electricity	TK082114	3,482.72	081914		00084996	08/21/2014
MW OH	SOUTHERN CALIFORNIA V000910	JUNE-AUG ELECTRICAL CHARGES	296561-6330 Electricity	TK0827B	24.55	082314		00085079	08/27/2014
MW OH	SOUTHERN CALIFORNIA V000910	JUNE-AUG ELECTRICAL CHARGES	109595-6330 Electricity	TK0827B	9,986.20	082314		00085079	08/27/2014
MW OH	SOUTHERN CALIFORNIA V000910	JUNE-AUG ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	TK0827B	211.68	082314		00085079	08/27/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	296561-6330 Electricity	TK090414	103.50	082914		00085136	09/04/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	109595-6330 Electricity	TK090414	26,636.15	082914		00085136	09/04/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	TK090414	8,081.06	082914		00085136	09/04/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	TK090414	136.80	082914		00085136	09/04/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	TK090414	23.14	082914		00085136	09/04/2014
MW OH	SOUTHERN CALIFORNIA V000910	JULY-AUG ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	TK090414	213.32	082914		00085136	09/04/2014
MW OH	SOUTHERN CALIFORNIA	MEMBERSHIP DUES	101512-6255						
Vendor Total:					93,483.58				
MW OH	SOUTHERN CALIFORNIA	MEMBERSHIP DUES		TK081414	150.00	08112014		00084925	08/14/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V002854		Dues & Memberships						
MW OH	SPARKLETT'S V000967	JULY WATER DELIVERY	109595-6301 Special Department Supplies	Vendor Total: TK081414	150.00	118.70 071714		00084926	08/14/2014
MW OH	SPARKLETT'S V000967	AUG WATER SERVICE	109595-6301 Special Department Supplies	TK090414	143.27	4106122 081714		00085137	09/04/2014
				Vendor Total:	261.97				
MW OH	SPRINT V006126	JULY PD FRAME RELAY SVS	109595-6215 Telephone	TK081414	608.41	95071141000736		00084927	08/14/2014
MW OH	SPRINT V006533	JULY-AUG PD RELAY SVS	109595-6215 Telephone	Vendor Total: TK090414	608.41	37.99 313574471-034		00085138	09/04/2014
				Vendor Total:	37.99				
MW OH	ST JUDE HERITAGE V003499	JULY PRE-EMPLOYMENT EXAMS	101512-6099 Other Professional Services	TK081414	395.00	35866		00084928	08/14/2014
				Vendor Total:	395.00				
MW OH	STITH PRINTING V008626	HERITAGE T-SHIRTS	0044-2067 / 79392-2067 Heritage Committee	TK082114	477.13	40856		00084997	08/21/2014
MW OH	SUNGARD PUBLIC SECTOR V005987	SEPT OS-ASP SERVICES	421523-6136 Software Maintenance	Vendor Total: TK082114	477.13	5,905.08 86360	P10283	00084998	08/21/2014
				Vendor Total:	5,905.08				
MW OH	SWANK MOTION PICTURES V004927	MOVIE RENTAL/LICENSE FEES	104071-6299 / 79397-6299 Other Purchased Services	TK082114	984.00	1941090		00084999	08/21/2014
MW OH	T-MOBILE V004339	JULY CELL PHONE CHARGES	109595-6215 Telephone	Vendor Total: TK081414	984.00	1,158.56 JULY 14		00084929	08/14/2014
				Vendor Total:	1,158.56				
MW OH	THE SAUCE CREATIVE	HERITAGE FLYERS/POSTERS	0044-2067 / 79392-2067	TK082114	850.05	156		00085000	08/21/2014

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	V007476		Heritage Committee						
MW OH	TIME WARNER CABLE V004450	SEPT 10MB/FIBER OPTICS USAGE	109595-6215 Telephone	TK090414	850.05 1,808.22	082114		00085139	09/04/2014
MW OH	TIME WARNER CABLE V004450	AUG-SEPT CABLE/DSL CHARGES	109595-6215 Telephone	TK082114	151.22	082214		00085001	08/21/2014
MW OH	TIME WARNER CABLE V004450	AUG-SEPT CABLE/DSL CHARGES	109595-6215 Telephone	TK082114	1,169.96	082514		00085001	08/21/2014
MW OH	TON, DE V009495	ROOFING BOND REFUND-650 KANSAS	0044-2033 Construction & Demo Deposit	Vendor Total:	3,129.40				
				TK082114	100.00	30-14-60		00085002	08/21/2014
MW OH	TRACKER SOFTWARE CORP V008084	PUBWORKS ANNUAL SUPPORT	421523-6136 Software Maintenance	Vendor Total:	100.00				
				TK090414	3,218.00	166-004	P10387	00085140	09/04/2014
MW OH	TRIFYTT SPORTS V004975	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Vendor Total:	3,218.00				
				TK082114	4,166.40	SUMMER 2014	P10367	00085003	08/21/2014
MW OH	TRILLIUM V007952	JULY CNG FUEL	103658-6345 Gasoline & Diesel Fuel	Vendor Total:	4,166.40				
				TK082114	74.75	INV0009370		00085004	08/21/2014
MW OH	TURBO DATA SYSTEMS INC V001238	JULY PARKING CITATION SVS	103047-6099 Other Professional Services	Vendor Total:	74.75				
				TK082114	1,430.88	21726	P10315	00085005	08/21/2014
MW OH	TURBO DATA SYSTEMS INC V001238	PARKING CITATION SUPPLIES	103047-6099 Other Professional Services	Vendor Total:	3,632.46				
				TK0827B	2,201.58	21784	P10315	00085080	08/27/2014
MW OH	URBAN, ASHLEY V004861	SEPT MONTHLY EXPENSES	103042-5001 Salaries/Full-Time Regular	Vendor Total:	50.00	SEPTEMBER 14		00085141	09/04/2014
				TK090414	50.00				
				Vendor Total:	50.00				

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MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/2 PD 8/8	0010-2126 Employee PARS/ARS W/H	TK081414	1,571.46	81114K		00084930	08/14/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/2 PD 8/8	0010-2131 Employer PARS/ARS Payable	TK081414	1,571.46	81114K		00084930	08/14/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/16 PD 8/22	0010-2131 Employer PARS/ARS Payable	TK0827B	1,699.97	82014J		00085081	08/27/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 8/16 PD 8/22	0010-2126 Employee PARS/ARS W/H	TK0827B	1,699.97	82014J		00085081	08/27/2014
				Vendor Total:	6,542.86				
MW OH	VALENCIA FOOTBALL V001208	HERITAGE ADVERTISING	0044-2067 / 79392-2067 Heritage Committee	TK082114	500.00	081514		00085006	08/21/2014
				Vendor Total:	500.00				
MW OH	VANTAGEPOINT TRANSFER P/E 8/16/14 PD DATE 8/22/14 V007191		0037-2170 Deferred Comp Payable - ICMA	PY14017	19.51	2606/1401017		00084943	08/22/2014
MW OH	VANTAGEPOINT TRANSFER P/E 8/16/14 PD DATE 8/22/14 V007191		0029-2170 Deferred Comp Payable - ICMA	PY14017	13.84	2606/1401017		00084943	08/22/2014
MW OH	VANTAGEPOINT TRANSFER P/E 8/16/14 PD DATE 8/22/14 V007191		0010-2170 Deferred Comp Payable - ICMA	PY14017	1,131.60	2606/1401017		00084943	08/22/2014
MW OH	VANTAGEPOINT TRANSFER P/E 8/16/14 PD DATE 8/22/14 V007191		0048-2170 Deferred Comp Payable - ICMA	PY14017	20.76	2606/1401017		00084943	08/22/2014
MW OH	VANTAGEPOINT TRANSFER P/E 8/30/14 PD DATE 9/5/14 V007191		0048-2170 Deferred Comp Payable - ICMA	PY14018	20.76	2606/1401018		00085154	09/08/2014
MW OH	VANTAGEPOINT TRANSFER P/E 8/30/14 PD DATE 9/5/14 V007191		0029-2170 Deferred Comp Payable - ICMA	PY14018	13.84	2606/1401018		00085154	09/08/2014
MW OH	VANTAGEPOINT TRANSFER P/E 8/30/14 PD DATE 9/5/14 V007191		0010-2170 Deferred Comp Payable - ICMA	PY14018	1,131.65	2606/1401018		00085154	09/08/2014
MW OH	VANTAGEPOINT TRANSFER P/E 8/30/14 PD DATE 9/5/14 V007191		0037-2170 Deferred Comp Payable - ICMA	PY14018	19.46	2606/1401018		00085154	09/08/2014
				Vendor Total:	2,371.42				
MW OH	VERA, SANDRA	SEPT MONTHLY EXPENSES	101512-5001	TK090414	50.00	SEPTEMBER 14		00085142	09/04/2014

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	V009293		Salaries/Full-Time Regular						
MW OH	VERIZON WIRELESS V008735	JULY-AUG PD AIRCARD USAGE	109595-6215 Telephone	Vendor Total: TK090414	50.00	1,231.63 9730676566		00085143	09/04/2014
MW OH	VERIZON WIRELESS V008735	JULY-AUG GIGABYTE USAGE	109595-6215 / 61139-6215 Telephone	TK090414	38.01	9730683154		00085143	09/04/2014
MW OH	VORTEX INDUSTRIES INC. V009180	GATE REPAIR AT YARD	103554-6137 Repair Maint/Equipment	Vendor Total: TK0827B	1,269.64	1,456.38 08-843740-1		00085082	08/27/2014
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	Vendor Total: TK090414	1,456.38	299.20 70454285		00085144	09/04/2014
MW OH	WAGONER, BEAU V009143	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	Vendor Total: TK090414	299.20	719.70 72113		00085145	09/04/2014
MW OH	WAXIE SANITARY SUPPLY V001132	JANITORIAL SUPPLIES	103554-6301 Special Department Supplies	Vendor Total: TK081414	719.70	906.27 74729869		00084931	08/14/2014
MW OH	WM CURBSIDE INC V000230	JULY USED OIL PICK-UP	504315-6301 / 20040-6301 Special Department Supplies	Vendor Total: TK082114	906.27	385.00 0000671-2960-1		00085007	08/21/2014
MW OH	YOGA BODY & SOUL V009164	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Vendor Total: TK081414	385.00	117.00 SUMMER 2014		00084932	08/14/2014
MW OH	YORBA LINDA WATER V001148	JULY-AUG WATER CHARGES	109595-6335 Water	Vendor Total: TK082114	117.00	216.43 081114		00085008	08/21/2014
MW OH	YORBA LINDA WATER V001148	JULY-AUG WATER CHARGES	109595-6335 Water	TK0827B	1,197.12	081814		00085083	08/27/2014

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MW OH	YORBA LINDA WATER V0011148	JULY-AUG WATER CHARGES	109595-6335 Water	TK090414	2,663.40	082514		00085146	09/04/2014
MW OH	YORBA LINDA WATER V006633	JULY SEWER CHARGES	484356-6297 Billing Services	Vendor Total: TK081414	4,076.95 250.00	73248		00084933	08/14/2014
MW OH	YORBA REGIONAL ANIMAL K9 MEDICAL EXAM-HABO V008472		213041-6301 Special Department Supplies	Vendor Total: TK082114	250.00 71.63	67301-7/29/14		00085009	08/21/2014
MW OH	YORBA REGIONAL ANIMAL K9 BOARDING SVS-BUDDY V008472		213041-6301 Special Department Supplies	TK082114	120.00	67301-7/5/14		00085009	08/21/2014
MW OH	YORBA REGIONAL ANIMAL K9 VACCINE/BOARDING-FALKON V008472		213041-6301 Special Department Supplies	TK082114	90.00	67301-8/7/14		00085009	08/21/2014
Vendor Total:					281.63				
Type Total:					858,729.26				
Warrant Total:					858,729.26				

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EP	ACOSTA, JOAQUIN E000017	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	188.23	SEPTEMBER 14		00006148	08/30/2014
		Vendor Total:			188.23				
EP	ALDWIR, MAMOUN E000113	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,069.64	SEPTEMBER 14		00006149	08/30/2014
		Vendor Total:			1,069.64				
EP	ANDERSON, MARLA E000071	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14		00006150	08/30/2014
		Vendor Total:			495.46				
EP	ARMSTRONG, JOHN T E000046	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,293.35	SEPTEMBER 14		00006151	08/30/2014
		Vendor Total:			1,293.35				
EP	BABCOCK, CHARLES A E000015	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	278.00	SEPTEMBER 14		00006152	08/30/2014
		Vendor Total:			278.00				
EP	BEALS, SHARLENE E000076	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	188.23	SEPTEMBER 14		00006153	08/30/2014
		Vendor Total:			188.23				
EP	BONESCHANS, DENNIS E000020	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	188.23	SEPTEMBER 14		00006154	08/30/2014
		Vendor Total:			188.23				
EP	BUNNELL, DONALD E000062	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14		00006155	08/30/2014
		Vendor Total:			495.46				
EP	BURGNER, ARTHUR E000074	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14		00006156	08/30/2014
		Vendor Total:			495.46				
EP	CHANDLER, JOHN P E000109	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,008.00	SEPTEMBER 14		00006157	08/30/2014
		Vendor Total:			1,008.00				

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		Vendor Total:			1,008.00			
EP	CHANG, ROBERT E000107	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,326.00	SEPTEMBER 14	00006158	08/30/2014
		Vendor Total:			1,326.00			
EP	COBBETT, GEOFFREY E000007	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14	00006159	08/30/2014
		Vendor Total:			495.46			
EP	COOK, ARLENE M E000018	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14	00006160	08/30/2014
		Vendor Total:			495.46			
EP	D'AMATO, ROBERT E000056	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14	00006161	08/30/2014
		Vendor Total:			495.46			
EP	DAVID, PRESTON E000112	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	795.34	SEPTEMBER 14	00006162	08/30/2014
		Vendor Total:			795.34			
EP	DAVIS, CAROLYN E000005	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14	00006163	08/30/2014
		Vendor Total:			495.46			
EP	DELOS SANTOS, JAMIE E000045	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	993.00	SEPTEMBER 14	00006164	08/30/2014
		Vendor Total:			993.00			
EP	DICKSON, ROBERTA JO E000011	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	188.23	SEPTEMBER 14	00006165	08/30/2014
		Vendor Total:			188.23			
EP	DOWNEY, CAROL E000082	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14	00006166	08/30/2014
		Vendor Total:			495.46			
EP	ECKENRODE, NORMAN	OCT MEDICAL REIMBURSEMENT	395083-5161	R082514	495.46	SEPTEMBER 14	00006167	08/30/2014

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	E000029		Health Insurance Premiums					
EP	ELSTRO, ANN M E000027	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 495.46 SEPTEMBER 14		00006168	08/30/2014
EP	ESCOBOSA, LILLIAN E000055	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 495.46 SEPTEMBER 14		00006169	08/30/2014
EP	ESPINOZA, ROSALINDA E000016	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 437.00 SEPTEMBER 14		00006170	08/30/2014
EP	FISCHER, HAROLD A E000023	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	437.00 672.00 SEPTEMBER 14		00006171	08/30/2014
EP	FRICKE, JUERGEN E000075	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	672.00 672.00 SEPTEMBER 14		00006172	08/30/2014
EP	FULLER, GLENN H E000081	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	672.00 659.00 SEPTEMBER 14		00006173	08/30/2014
EP	GALLANT, KAREN E000008	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	659.00 495.46 SEPTEMBER 14		00006174	08/30/2014
EP	GARNER, JO ANN E000047	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 495.46 SEPTEMBER 14		00006175	08/30/2014
EP	GARNER, KITTY E000080	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 993.00 SEPTEMBER 14		00006176	08/30/2014

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				Vendor Total:	993.00				
EP	GOMEZ, DANIEL E000049	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14		00006177	08/30/2014
				Vendor Total:	495.46				
EP	GRIMM, DENNIS L E000042	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	442.00	SEPTEMBER 14		00006178	08/30/2014
				Vendor Total:	442.00				
EP	HOCH, ELEANOR M E000078	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	188.23	SEPTEMBER 14		00006179	08/30/2014
				Vendor Total:	188.23				
EP	HOLTSLAW, KATHERINE E000121	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	437.00	SEPTEMBER 14		00006180	08/30/2014
				Vendor Total:	437.00				
EP	ICMA RETIREMENT TRUST V000496	P/E 8/16/14 PD DATE 8/22/14	0037-2170 Deferred Comp Payable - ICMA	PY14017	143.50	2995/1401017		00006147	08/22/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 8/16/14 PD DATE 8/22/14	0029-2170 Deferred Comp Payable - ICMA	PY14017	86.46	2995/1401017		00006147	08/22/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 8/16/14 PD DATE 8/22/14	0048-2170 Deferred Comp Payable - ICMA	PY14017	152.23	2995/1401017		00006147	08/22/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 8/16/14 PD DATE 8/22/14	0010-2170 Deferred Comp Payable - ICMA	PY14017	8,245.83	2995/1401017		00006147	08/22/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 8/30/14 PD DATE 9/5/14	0048-2170 Deferred Comp Payable - ICMA	PY14018	152.23	2995/1401018		00006238	09/08/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 8/30/14 PD DATE 9/5/14	0010-2170 Deferred Comp Payable - ICMA	PY14018	7,545.97	2995/1401018		00006238	09/08/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 8/30/14 PD DATE 9/5/14	0029-2170 Deferred Comp Payable - ICMA	PY14018	86.46	2995/1401018		00006238	09/08/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 8/30/14 PD DATE 9/5/14	0037-2170 Deferred Comp Payable - ICMA	PY14018	143.36	2995/1401018		00006238	09/08/2014

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				Vendor Total:	16,556.04			
EP	IRVINE, SUZETTE E000019	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	800.48 SEPTEMBER 14		00006181	08/30/2014
				Vendor Total:	800.48			
EP	JENKINS, ROBERT E000084	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46 SEPTEMBER 14		00006182	08/30/2014
				Vendor Total:	495.46			
EP	JOHNSON, SHARON E000099	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46 SEPTEMBER 14		00006183	08/30/2014
				Vendor Total:	495.46			
EP	JONES, ROBERT E000053	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	179.21 SEPTEMBER 14		00006184	08/30/2014
				Vendor Total:	179.21			
EP	JUDD, TERRELL E000115	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,069.64 SEPTEMBER 14		00006185	08/30/2014
				Vendor Total:	1,069.64			
EP	KIRKLAND, RICHARD L E000110	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	338.17 SEPTEMBER 14		00006186	08/30/2014
				Vendor Total:	338.17			
EP	LITTLE, DIANE M E000098	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	442.00 SEPTEMBER 14		00006187	08/30/2014
				Vendor Total:	442.00			
EP	LOOMIS, CORINNE E000122	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	338.17 SEPTEMBER 14		00006188	08/30/2014
				Vendor Total:	338.17			
EP	LOWREY, B J E000041	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	272.00 SEPTEMBER 14		00006189	08/30/2014
				Vendor Total:	272.00			
EP	MAERTZWEILER, MICHAEL DOCT	DOCT MEDICAL REIMBURSEMENT	395083-5161	R082514	495.46 SEPTEMBER 14		00006190	08/30/2014

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	E000032		Health Insurance Premiums						
EP	MANNING, VEDA M E000063	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 188.23	SEPTEMBER 14		00006191	08/30/2014
EP	MARMOLEJO, PACO E000068	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	188.23 1,326.00	SEPTEMBER 14		00006192	08/30/2014
EP	MILANO, JAMES E000054	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	1,326.00 495.46	SEPTEMBER 14		00006193	08/30/2014
EP	MILLER, RICHARD E000106	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 1,008.00	SEPTEMBER 14		00006194	08/30/2014
EP	MONTOOTH, MARLENE E000021	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	1,008.00 188.23	SEPTEMBER 14		00006195	08/30/2014
EP	MOORE, LARRY W E000044	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	188.23 188.23	SEPTEMBER 14		00006196	08/30/2014
EP	NAJERA, ROBERT JR E000065	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	188.23 795.34	SEPTEMBER 14		00006197	08/30/2014
EP	OLEA, ARLENE J E000014	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	795.34 1,069.64	SEPTEMBER 14		00006198	08/30/2014
EP	PALMER, GEORGE E000094	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	1,069.64 830.00	SEPTEMBER 14		00006199	08/30/2014

City of Placentia
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EP	PONCE, EDMUND M E000040	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	188.23	SEPTEMBER 14		00006204	08/30/2014
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EP	REDIFER, KIM R E000022	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	830.00	SEPTEMBER 14		00006205	08/30/2014
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EP	RENDEN, BRIAN E000083	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	820.82	SEPTEMBER 14		00006206	08/30/2014
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EP	RICE, RUSSELL J E000059	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	993.00	SEPTEMBER 14		00006208	08/30/2014
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EP	RISHER, THOMAS A	SEPT MEDICAL REIMBURSEMENT	395083-5161	R082514	807.00	SEPTEMBER 14		00006209	08/30/2014

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EP	RITCHIE, SYLVIA E000072	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	807.00 495.46	SEPTEMBER 14		00006210	08/30/2014
EP	RIVERA, AIDA E000026	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 188.23	SEPTEMBER 14		00006211	08/30/2014
EP	ROACH, MICHAEL E000105	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	188.23 1,008.00	SEPTEMBER 14		00006212	08/30/2014
EP	ROBB, SANDRA E000043	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	1,008.00 495.46	SEPTEMBER 14		00006213	08/30/2014
EP	ROBERTSON, JAMES S E000093	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 188.23	SEPTEMBER 14		00006214	08/30/2014
EP	ROKOSZ, KEN A E000035	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	188.23 338.17	SEPTEMBER 14		00006215	08/30/2014
EP	ROSE, RICHARD D E000050	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	338.17 919.30	SEPTEMBER 14		00006216	08/30/2014
EP	SALE, LEE R E000031	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	919.30 495.46	SEPTEMBER 14		00006217	08/30/2014
EP	SANCHEZ, LAURA E000058	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 188.23	SEPTEMBER 14		00006218	08/30/2014

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EP	SCHLIEDER, BEVERLY E000120	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,326.00	SEPTEMBER 14		00006220	08/30/2014
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EP	SCHULTZ, DANIEL E000070	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	179.21	SEPTEMBER 14		00006221	08/30/2014
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EP	SOMOYA, JOHN P E000089	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	659.00	SEPTEMBER 14		00006222	08/30/2014
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EP	SOTO, PHILIP J E000052	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14		00006223	08/30/2014
				Vendor Total:	495.46				
EP	SPRAGUE, GARY A E000064	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,313.00	SEPTEMBER 14		00006224	08/30/2014
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EP	STEPHEN, JEFFREY E000119	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,326.00	SEPTEMBER 14		00006225	08/30/2014
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EP	TAYLOR, DAVID M E000088	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	1,008.00	SEPTEMBER 14		00006226	08/30/2014
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EP	THOMANN, DARYLL L E000101	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082514	495.46	SEPTEMBER 14		00006227	08/30/2014
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EP	TOTH, STEVE	SEPT MEDICAL REIMBURSEMENT	395083-5161	R082514	830.00	SEPTEMBER 14		00006228	08/30/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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EP	VERSTYNEN, WILLIAM E000092	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	1,313.00 350.91	SEPTEMBER 14		00006231	08/30/2014
EP	WAHL, KATHLEEN A E000030	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	350.91 188.23	SEPTEMBER 14		00006232	08/30/2014
EP	WIEST, STEPHEN E000079	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	188.23 495.46	SEPTEMBER 14		00006233	08/30/2014
EP	WORDEN, LARRY M E000116	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	495.46 1,102.77	SEPTEMBER 14		00006234	08/30/2014
EP	YAMAGUCHI, BRIAN E000123	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	1,102.77 1,313.00	SEPTEMBER 14		00006235	08/30/2014
EP	ZAMORA, JERRY E000037	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	1,313.00 830.00	SEPTEMBER 14		00006236	08/30/2014
EP	ZINN, JOHN E000009	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R082514	830.00 795.34	SEPTEMBER 14		00006237	08/30/2014

**City of Placentia
Check Run
For 09/09/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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				Warrant Total:	72,892.27			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: SEPTEMBER 16, 2014

SUBJECT: **CERTIFICATION OF ADDENDUM NO. 1 TO THE PLACENTIA METROLINK STATION PROJECT ENVIRONMENTAL IMPACT REPORT**

FISCAL IMPACT: NONE

SUMMARY:

The City has previously entered into a Cooperative Agreement with the Orange County Transportation Authority (OCTA) to design and construct a Metrolink Station and related infrastructure improvements within the City's historic downtown area. An Environmental Impact Report (EIR) for the "Westgate Metrolink Station Project" (the "Project") was prepared in accordance to the California Environmental Quality Act (CEQA) and certified by the City Council in 2010. Since certification of the EIR, the Project has been modified, thus making it is necessary to adopt an addendum to the original EIR. This action will approve Addendum No. 1 to the Certified EIR for the Project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Find that the analysis and conclusions documented in "Addendum No. 1 to the Certified EIR prepared for the Project are adequate and appropriate and have been relied upon for documentation of the effects of the Project on the environment, that changes and additions to the timing of the contemplated building demolition justify the issuance of an Addendum to the City's original Certified EIR, and that the proposed Project does not alter the conclusions contained in the Certified EIR (SCH No. 2007011046) as adopted by the City Council in 2010, and that the changes in the Project do not exceed the thresholds outlined in §§ 15162 and 15164 of the State CEQA Guidelines; and
2. Determine that Addendum No. 1 to the Certified EIR Prepared for the Project is adequate and appropriate and no further analysis of the environmental impacts of this proposed Project is required in a Supplemental/Subsequent EIR or MND; and
3. Adopt Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, Certifying Addendum No. 1 to the Environmental Impact Report for the Westgate Metrolink Station; and
4. Authorize the City Clerk to file the Notice of Determination for the Project pursuant to CEQA Guidelines and requirements.

1.e.

September 16, 2014

DISCUSSION:

The original EIR for the Project was certified in 2010 in accordance with CEQA to evaluate the potential impacts that may result from construction and operation of a Metrolink Station in the City's historic downtown area. The purpose of the Project is to provide a Metrolink commuter rail station that meets current and future transit demand and fosters train ridership growth in the region.

The Certified EIR analyzed the environmental effects of the proposed Project and alternatives to the proposed Project. The preferred alternative for the Project included a third rail for commuter trains, as well as the development of new rail platforms and parking. All structures in the area bounded by Bradford Avenue, the BNSF rail lines, Crowther Avenue, and Melrose Avenue would be demolished to accommodate the Project components. The Project also included a 500-space, parking garage and was anticipated to begin construction in spring 2008 and to be operational in 2010. The Certified EIR preferred alternative required the removal of the blighted former Placentia Orange Growers Association (POGA) building. The Final EIR indicated demolition of the POGA building and recommended mitigation measures be instituted. Since 2010, when the Final EIR was certified, a number of changes in the Project have occurred. In addition, the Project has been delayed due to lack of funding, as well as issues concerning the use of federal funds in the demolition of the POGA building. While the funding issues with the Project have since been resolved, a number of "minor technical changes" in the Project necessitate the adoption of an Addendum to the EIR.

CEQA REVIEW:

A CEQA analysis was conducted by the City with the assistance of Tom Dodson & Associates to determine the appropriate environmental analysis and findings in compliance with the requirements of CEQA. The documented analysis (entitled as "Addendum No. 1 To The Certified Environmental Impact Report, SCH No. 2007011046, prepared for The Westgate Metrolink Station Project" also known as "Addendum No. 1"), contains facts and findings, which allow the City to use an addendum process in accordance with State CEQA Guidelines § 15164. Pursuant to CEQA § 15164, the Certified EIR, as updated with this Addendum, can be relied upon for documentation of the effects of the Westgate Metrolink Station Project on the environment.

Addendum No. 1 combined with the 2010 Final EIR, serves as the basis for a second-tier environmental review of the City's original decision to implement demolition of the POGA building as part of the Project. Pursuant to the provisions of CEQA, the City of Placentia is the Lead Agency for the action to demolish the building. The City has the land use authority to decide whether or not to approve the proposed building demolition. As part of this decision making process, the City is required to review and consider the potential environmental effects that could result from modifying the original project relative to the previously approved project. Addendum No. 1 has been compiled as a basis for making a new CEQA environmental determination for the modification of the Project and can be seen as Attachment 2 to this report. Implementing the action to demolish the building will not result in any potential for new or more significant environmental impacts in accordance with § 15162 of the State CEQA Guidelines.

Because the changes in the Project do not exceed the thresholds outlined in Sections 15162 and 15164 of the State CEQA Guidelines, no further analysis of the environmental impacts of this proposed Project are required in a Supplemental/Subsequent EIR or Mitigated Negative Declaration. The proposed new Project modifications do not alter the conclusions contained within the Certified EIR as adopted by the City Council in 2010. The analysis presented above regarding the changes and additions to the timing of the demolition of the POGA building justify the issuance of an Addendum to the original Certified EIR.

FISCAL IMPACT:

None

Prepared by:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, CMA-GM
City Administrator

Attachments:

1. Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, Certifying Addendum No. 1 to the Environmental Impact Report for the Westgate Metrolink Station
2. Addendum No. 1 To The Certified Environmental Impact Report (SCH No. 2007011046) Prepared For The Westgate Metrolink Station Project
3. Notice of Determination

RESOLUTION NO. R-2014-xx

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, CERTIFYING ADDENDUM NO. 1
TO THE ENVIRONMENTAL IMPACT REPORT FOR THE
WESTGATE METROLINK STATION**

A. Recitals.

(i). The City Council of the City of Placentia, in 2010, certified the Environmental Impact Report for the Westgate Metrolink Station Project, adopted the findings, statement of overriding considerations, and mitigation monitoring and reporting program.

(ii). The purpose of the project is to provide a Metrolink commuter rail station that meets current and future transit demand and fosters train ridership growth in the region (The "Project").

(iii). The preferred alternative required the removal of the Orange Growers Association building which created a significant and unavoidable impact on the City's cultural resources.

(iv). Since 2010 when the final EIR was certified, the City has not yet proceeded with the development of the Project, but the City has determined that the building must be demolished due to its blighted and unsafe structural condition.

(v). The action to demolish the blighted building as an independent project constitutes a "minor technical change" from the original Project that fully evaluated the demolition of the structure.

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 2010 Certified Final Environmental Impact Report (SCH No. 2007011046) ("2010 Final EIR:") and Addendum No. 1 to the 2010 Final EIR ("Addendum No. 1"), serve as the basis for a second-tier environmental review of the City's original decision to implement demolition of the Orange Growers Association

building as part of the project. The 2010 Final EIR and Addendum No. 1 are incorporated herein by this reference.

3. The Placentia City Council hereby finds and certifies that it has reviewed and considered the information in the 2010 Final EIR and Addendum No. 1.

4. The City has reviewed and considered the potential environmental effects that could result from modifying the original Project relative to the previously approved Project. The Report has been made, filed with the City Clerk and duly considered by the City Council and is hereby deemed sufficient and preliminarily approved.

5. Implementing the action to demolish the building will not result in any potential for new or more significant environmental impacts in accordance with Section 15162 of the State CEQA Guidelines.

6. The Placentia City Council hereby adopts the findings of fact set forth in Addendum No. 1.

7. The Placentia City Council hereby authorizes and directs that a Notice of Determination with respect to Addendum No. 1 be filed.

PASSED, ADOPTED AND APPROVED this 16th day of September, 2014.

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 regular meeting of the City Council of the City of Placentia held on the 16th day of September, 2014 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

**ADDENDUM NO. 1 TO THE
CERTIFIED ENVIRONMENTAL IMPACT REPORT
(SCH NO. 2007011046)
PREPARED FOR THE WESTGATE METROLINK
STATION PROJECT**

Prepared for:

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

Prepared by:

Tom Dodson & Associates
2150 North Arrowhead Avenue
San Bernardino, California 92405
(909) 882-3612

May 2014

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**ADDENDUM NO. 1 TO THE
CERTIFIED ENVIRONMENTAL IMPACT REPORT
(SCH NO. 2007011046)
PREPARED FOR THE WESTGATE METROLINK
STATION PROJECT**

I. PROJECT INFORMATION

- i) Project Title: Addendum No. 1 to the Certified Environmental Impact Report (SCH No. 2007011046) Westgate Metrolink Station Project
- ii) Lead Agency Name and Address: City of Placentia
401 E. Chapman Avenue
Placentia, California 92870
- iii) Contact and Phone: Mr. Damien Arrula, Assistant City Administrator
(714) 993-8148
- iv) Project Location: This Addendum addresses a second tier project modification for a facility located within the Westgate Metrolink Station Project shown on Figures 3-04, 3-05 and 3-06, which are located at the end of this document. The maps are abstracted from the certified Final Environmental Impact Report ("Final EIR") and illustrate the overall location of the Westgate Metrolink Station Project area. The project site is located in the City of Placentia in the northeast portion of Orange County, California. The project site encompasses approximately 4.75 acres located east of the 57 Freeway, north of Orangethorpe Avenue at the northeast corner of Melrose Street and Crowther Avenue adjacent to the BNSF Railway tracks. The project site includes property on either side of Melrose Avenue north of the BNSF tracks. The building of specific focus in this Addendum is the Placentia Orange Growers Association warehouse located at 207-209 and 211 West Crowther Avenue.

II. PROJECT DESCRIPTION

A. Introduction

This document is prepared as an Addendum to a previously certified Final EIR: the Westgate Metrolink Station Environmental Impact Report (EIR, SCH No. 2007011046), which was published as a Draft on March 7, 2007 and the Final EIR was certified in 2010 by the Placentia City Council. The City of Placentia ("City") is proposing to implement an action that was evaluated in the certified EIR in conjunction with the Westgate Metrolink Station Project for a portion of the site and intends to adopt an Addendum to the previously certified Final EIR in order to evaluate this proposed second tier project modification. The project modifications/changes are summarized in the following text.

B. Proposed Modifications to the Original Project

As originally envisioned, the Placentia Orange Growers Association warehouse located at 207-209 and 211 West Crowther Avenue was to be demolished by the City to allow a parking structure to be constructed in support of the Westgate Metrolink Station (the "Project"). The demolition of this structure was fully evaluated and the Final EIR concluded that the removal of this structure constituted a significant unavoidable adverse impact to a historical resource and recommended mitigation measures be instituted, which are documented in the Final EIR. Since 2010 when the Final EIR was certified, the City has not proceeded with the development of the Project, but the City has determined that the warehouse must be demolished due to its blighted and unsafe structural condition. Further, the City concludes that the action to demolish the blighted warehouse constitutes a "minor technical change" from the original Project that fully evaluated the demolition of this structure. Based on the following analysis, implementing this action will not result in any potential for new or more significant environmental impacts in accordance with § 15162 of the State CEQA Guidelines.

This Addendum, combined with the 2010 Final EIR, serves as the basis for this second-tier environmental review of the City's original decision to implement demolition of the warehouse as part of the Project. As such, this Addendum modifies the referenced EIR certified by the City in 2010 as its California Environmental Quality Act ("CEQA") environmental determination for the proposed implementation of the Project. No other changes in the original Project would occur at this time.

Pursuant to the provisions of CEQA and State and local CEQA Guidelines, the City of Placentia is the Lead Agency for the action to demolish the Placentia Orange Growers Association warehouse (the "Demolition"). This is because the City has the land use authority to decide whether or not to approve the proposed warehouse demolition as described above. As part of its decision making process, the City is required to review and consider the potential environmental effects that could result from modifying the original Project relative to the previously approved Project. Thus, the City has compiled this Addendum as the basis for making a new CEQA environmental determination for this modified Project.

C. Background

Pursuant to CEQA and the State CEQA Guidelines, this Addendum has been prepared in order to determine whether the implementation of the proposed demolition component of the Project, summarized above, would result in conditions that would require a subsequent or supplemental environmental impact report and/or Mitigated Negative Declaration (MND) to be prepared because of changes in circumstances or new or additional adverse environmental impacts. This Addendum also reviews any new information of substantial importance that was not known and could not have been known with exercise of reasonable diligence at the time the Final EIR was certified in 2010. This examination includes an analysis in accordance with the provisions of §§ 15164 and 15163 of the State CEQA Guidelines, which outline the criteria and procedures for preparing an Addendum and conducting a second-tier environmental evaluation based on a previously certified Final EIR, respectively.

Also pursuant to CEQA and the State CEQA Guidelines, the City's environmental review of the proposed Project modifications is limited to examining the environmental effects associated with the physical changes in the environment from implementing the modified Project in comparison to the approved project, *i.e.*, demolition of the warehouse structure without implementing the remainder of the Project components concurrent with this action. This narrow focus is due to

the fact that the previously certified Final EIR has already addressed the environmental impacts of implementing the whole of the original Project, including the Demolition. As permitted by CEQA § 15150 the 2010 certified Final Westgate Metrolink Station Project Environmental Impact Report (EIR), SCH No. 2007011046 and all related City project materials are hereby incorporated by reference as part of this Addendum evaluation. Copies of this Final EIR are available for review at the City of Placentia City Hall, located at 401 E. Chapman Avenue, Placentia, California. The summary of environmental findings is presented in the following sections of this document.

III. CEQA REQUIREMENTS FOR AN ADDENDUM

This Addendum has been prepared in accordance with the current CEQA Statutes and Guidelines for implementing CEQA. CEQA § 15164 includes the following procedures for the preparation and use of an Addendum:

- (a) The lead agency or responsibility agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described none of the conditions in § 15162 calling for the preparation of a subsequent EIR have occurred.
- (c) An addendum need not be circulated for public review, but can be included in or attached to the Final EIR or adopted negative declaration.
- (d) The decision-making body shall consider the addendum with the Final EIR or adopted negative declaration prior to making a decision on the project.
- (e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to § 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

If changes to a project or its circumstances occur or new information becomes available after certification of an EIR, the lead agency may: (1) prepare a subsequent EIR if the criteria of State CEQA Guidelines § 15162(a) are met, (2) prepare a subsequent negative declaration, (3) prepare an addendum, or (4) prepare no further documentation. (State CEQA Guidelines § 15162(b)) When only minor technical changes or additions to the certified EIR are necessary and none of the conditions described in § 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred, CEQA allows the lead agency to prepare and adopt an addendum. (State CEQA Guidelines, § 15164(b))

Under § 15162, a subsequent EIR or negative declaration is required only when:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the negative declaration due to the involvement of any new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the negative declaration was adopted, shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous negative declaration;
- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternative; or
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative."

IV. ENVIRONMENTAL ANALYSIS OF THE PROPOSED MODIFICATION

Following the City's decision to consider the Demolition and an independent project, the Staff considered the options for CEQA compliance with this second-tier decision under the certified Final EIR. After considering the available compliance alternatives, and through considerable discussion with the City's environmental consultant, a decision was made by the Staff to recommend that the City Council adopt an Addendum to the certified Final EIR as the appropriate CEQA environmental determination for this component of the original Project.

Based on the status of information available for this second tier evaluation, an Addendum was concluded to provide the appropriate level of evaluation of the potential Project changes that could result from approving the Demolition as a separate, independent project. The purpose of this Addendum is to assess the related potential environmental impacts that would result from this project change, in comparison to the impact forecast contained in the certified Final EIR. The following evaluation provides an analysis of potential environmental impacts in relation to the facts and findings contained in the certified Final EIR referenced and incorporated by reference in the preceding sections. The following conclusions were developed regarding potential impacts from approval and implementation of the proposed Demolition.

Note that a review of changes in environmental circumstances over the past few years since the Final EIR was certified in 2010 indicates that the only major change has been a general reduction in overall economic activity due to the current recession. The City is essentially a fully developed City and with the elimination of redevelopment potential due to State actions, no substantive changes in general land use have occurred in the project vicinity. Ambient air quality is slightly better due to fewer vehicle miles traveled, cleaner vehicles and less overall economic activity (shipping and stationary source emissions). Also, overall demand for public services and utilities has generally not grown in the City since the Final EIR was prepared as the population of Placentia has also not increased substantially since 2010 when it was a little over 50,000 residents. Overall traffic within the City has not increased substantially due to the economic recession and the increased price of gasoline.

Biological/Cultural Resources

- a) *POTENTIAL TO DEGRADE: Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or*

animal, or eliminate important examples of the major periods of California history or prehistory?

Impacts Remain the Same/No Changes or No New Information Requiring Preparation of an additional environmental document. For both issues the potential environmental effects remain the same.

The biology resources analysis in the Final EIR is provided in Chapters 1 and 2 (pages 1.0-1 and 2.0-1 and Appendix 1, the project Initial Study). The Final EIR found that there is no native habitat within the project area, and potential impacts to biological resources were found to be less than significant.

Since the project area remains in the same condition as identified in the Final EIR, the finding regarding biological resource impacts remains the same for the proposed project as that presented in the Final EIR. Thus, based on the data in the Final EIR and a current field review of the project area, no new significant adverse biological resource impacts will occur from implementing the demolition of the warehouse.

The cultural resources analysis in the Final EIR is provided in Subchapter 5.5 (pages 5.5-1 through 5.5-8). In addition a detailed Cultural Resources report for the project area, with a focus on the Placentia Orange Growers Association warehouse was provided as Appendix 5.5 of the Final EIR. The removal of the warehouse would result in a direct unavoidable significant adverse impact and that the overall impact would be cumulatively considerable. Specifically the text of the Final EIR states that removal of this structure "*may adversely impact the aesthetic and historic character of two areas of historic significance.....According to the survey, the subject building is important because of its intact Moderne architecture, its role in the citrus industry of Orange County and Placentia, and its association with important local people....the removal of the subject building will irretrievably alter the packinghouse area and views from Placita Santa Fe;*" Mitigation was identified to reduce the unavoidable historic resource impact to the extent feasible. These measures include: Documentation; Curation; and measures to maintain the historic aesthetic of the project area. Of these only the first two measures (documentation and curation) apply to the proposed demolition of the warehouse on blight and safety grounds. These measures will be implemented in conjunction with the proposed demolition of the warehouse. A Statement of Overriding Considerations was adopted by the City Council identifying the specific reasons for overriding the significant impacts caused by loss of the warehouse through demolition.

In conclusion, relative to the biological and cultural impacts forecast in the Final EIR for the approved project, no significant adverse change or effect is forecast to occur in approving and implementing the proposed project as a specific independent action not as part of a larger project. No additional mitigation is required or available to support implementation of this component of the original Project.

b) *CUMULATIVE IMPACTS: Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when reviewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future project.)*

Impacts Remain the Same/No Changes or No New Information Requiring Preparation of an EIR. Those project-related environmental resources or issues subject to cumulative effects include the following: aesthetics, agricultural resources, air quality, hydrology/water quality, land

use and planning, mineral resources, noise, public services/recreation, transportation/traffic, and utilities/service systems. The Final EIR concluded that most of the above environmental issues would not experience any significant project specific or cumulative adverse environmental impact, in most cases with the implementation of identified mitigation measures. Air quality issues related to motor vehicle and rail emissions were identified in the Final EIR as having significant unavoidable adverse effects, primarily cumulative impacts. Based on the analyses in support of this Addendum, implementation of the revised proposed project will not result in cumulative impacts any greater, and most probably less, than that identified in the Final EIR. This is because the scope of the activity related to demolition of the warehouse independent of the other project components will reduce the overall emissions. Substantiation for this conclusion is provided in the following text.

Aesthetics: The proposed demolition of the warehouse will result in a reduction in building mass within the project area and leave a residual open space until a new use is approved for the project site. Scenic resource issues are discussed in the Initial Study and the Final EIR, in the Cultural Resource Subchapter 5.5. Scenic resources were concluded to be less than significant without mitigation. However, the discussion of the demolition of the warehouse, refer to the discussion under issue a) immediately above, indicated that the loss of this structure would significantly impact the views from Placita Santa Fe. Implementation of the proposed project will result in the same impact identified in the Final EIR and when a specific project is approved for implementation in the future mitigation to maintain some of the historic aesthetic of the project area can partially mitigate this change in visual impact, but not reduce it to a less than significant impact. Therefore, based on the data in the Final EIR and a current field review of the project area, no new significant adverse aesthetic/visual resource impacts will occur from implementing the proposed project. Also, due to the existing visual setting and proposed visual setting, no cumulatively considerable or significant change in visual resources will result from the actions associated with the proposed project.

Agricultural Resources: The Project area contained no agricultural resources at the time the Final EIR was certified, and it does not currently contain any agricultural resources. The agricultural resources analysis in the Final EIR is provided in the Initial Study compiled in conjunction with the Final EIR (Appendix 1 of the Final EIR) and pages 1.0-1 and 2.0-1 of the Final EIR. The Final EIR found that the existing project area is totally disturbed and does not contain any agricultural operations or agricultural resource values. No mitigation measures were identified for this issue. As noted above, the same circumstances exist for considering the proposed project. Timberlands have been added as an issue of concern in the standard Initial Study Environmental Checklist Form, and although no specifically addressed in the 2010 Final EIR, there are no timberland resources located within the project area; thus, no adverse impacts to timberland resources can result from implementing the proposed project. Thus, no potential exists to increase impacts for this resource as no loss of agricultural or timberland resources, directly or indirectly, will occur. No cumulatively considerable impacts to agricultural or timberland resources can occur from implementing the proposed project.

Air Quality: The air quality issues are addressed in the Final EIR on pages 5.2-1 through 5.2-18. The detailed information is included in the Final EIR in Appendices 5.2-1 and 5.2-2. The Final EIR found that construction emissions, including demolition, would not exceed the SCAQMD significance thresholds. Operational emissions from future train and vehicle activities were found to be unavoidable significant adverse impacts. However, the proposed project does not include any activities beyond the demolition of the warehouse. Therefore, the proposed project being evaluated in this Addendum will not result in a significant adverse air quality impact. Detailed construction mitigation measures are summarized on pages 5.2-17 and 5.2-18

that must be implemented in conjunction with the proposed demolition activity for the warehouse. With implementation of these measures, the impact from demolition activities will be controlled to a less than significant air quality impact. Thus, the proposed project has no potential to significantly increase the construction/demolition activity emissions forecast in the Final EIR. No additional significant adverse direct or cumulative air quality effects will result from implementing the proposed project. Identified mitigation measures will be carried forward and must be implemented for the proposed project.

Hydrology/Water Quality: The hydrology/water quality impact analysis in the Final EIR is provided in the Initial Study (Appendix 1 of the Final EIR) and is identified as being a less than significant impact on pages 1.0-1 and 2.0-1 of the Final EIR. The Final EIR determined that hydrology/water quality effects of the original project would be less than significant based on the implementation of standard water quality management measures, such as a Storm Water Pollution Prevention Plan and a Water Quality Management Plan. Further, the project site is already 100% impervious and demolishing the existing structure will not increase the amount of storm water runoff from the site after the proposed project is implemented. The proposed project does not alter the short- or long-term hydrology or water quality issues relative to the approved project evaluated in the Final EIR. Thus, the Project modification has no potential to substantially alter the cumulative impact findings in the Final EIR regarding site hydrology or water quality. Both short- and long-term storm water runoff BMPs must be carried forward and implemented for the proposed project.

Land Use and Planning: The land uses remain the same within the Project area as they were in 2010 when the Final EIR was certified. The land use impact analysis in the Final EIR is provided in the Initial Study (Appendix 1 of the Final EIR) and the finding of less than significant impact for the original project is summarized on page 1.0-1 of the Final EIR. The proposed project would implement one component of the overall Project approved in 2010. The proposed Demolition will not alter the underlying land use designations assigned to the proposed project site. Thus, even though the basis from implementing the demolition of the warehouse is different, removal of a blighted building that is no longer safe for continued use, the outcome of implementing the proposed project remains the same as that identified in the Final EIR. The underlying land uses will not be significantly altered from that described in the Final EIR and the property will be available for development in the future as envisioned in the Final EIR. No new or different significant adverse impacts will occur from implementing the proposed project than was identified in the Final EIR for land use and planning issues within the project area and no mitigation was required. No new significant adverse land use impacts will result from implementing the proposed project and no cumulative changes in land use or effects on planned land uses will result from implementing the proposed project.

Mineral Resources: The project site contained no mineral resources at the time the Final EIR was certified, and this finding remains the same as the warehouse site does not currently contain any mineral resources. The mineral resources analysis in the Final EIR is provided in the Initial Study (Appendix 1 of the Final EIR) and the finding of no impact is summarized on pages 1.0-1 and 2.0-1 of the Final EIR. The FINAL EIR found that the existing project area, including the warehouse site, is totally disturbed and does not contain any mineral operations or mineral resource values. No mitigation measures were identified for this issue in the Final EIR. As noted above, the same circumstances exist for considering the proposed project. Thus, no potential exists to increase impacts for this resource as no loss of mineral resources, directly or indirectly, will occur. No cumulatively considerable impacts to mineral resources can occur from implementing the proposed project.

Noise: The noise environment within the original Project area is dominated by background traffic and railroad noise from the BNSF tracks that traverse the project area from west to east. The noise impact analysis in the Final EIR is provided in Subchapter 5.3 (pages 5.3-1 through 5.3-11). The Final EIR determined that noise impacts of the original project (both construction and operation) would be less than significant based on the implementation of mitigation measures. The proposed project is one construction component of the original project and it would carry out one of the proposed construction activities, demolition of the warehouse. Based on the fact that the proposed project would not be carried out in conjunction with other construction activities within the project area, the overall cumulative noise impacts of implementing the proposed project would be marginally reduced relative to the approved project. This finding addresses solely the short-term noise impacts because once the warehouse is demolished and the site stabilized, no other specific activities are envisioned for the site. The City would have to approve any future use independent of implementing the proposed project. Construction activities will be comparable to or slightly less than the approved project on a daily basis, and total days of construction will be reduced due to the project modifications. Thus, the proposed project has no potential to cause a significant adverse noise impact or cumulatively considerable noise effects from construction activities associated with its implementation.

Population and Housing: The proposed project site contained no permanent population or housing resources at the time the Final EIR was certified, and this finding remains the same as the warehouse site does not currently contain any resident population and no housing resources. The population and housing analysis in the Final EIR is provided in the Initial Study (Appendix 1 of the Final EIR) and the finding of no impact is summarized on pages 1.0-1 2.0-1 of the Final EIR. The FEIR found that the existing project area, including the warehouse site, is totally disturbed and does not contain any substantial population or housing resources or values. No mitigation measures were identified for this issue in the FEIR. The same circumstances exist for considering the proposed project, i.e., there are no population or housing resources and the demolition of the warehouse has no potential to cause any direct or indirect effect on the population and housing resources of the City of Placentia. Thus, no potential exists to increase impacts for this issue as no loss of population or housing resources, directly or indirectly, will occur. No cumulatively considerable impacts to population and housing resources can occur from implementing the proposed project.

Public Services/Recreation: The proposed project site contributes to the existing demand for public services, but with no resident population contained within the project area, there would be no demand for school or recreation capacity. This finding remains the same as the warehouse site does not currently contain any resident population and generates no demand for school or recreation resources. The public services and recreation analysis in the Final EIR is provided in the Initial Study (Appendix 1 of the Final EIR) and the finding of no impact for all services, except police and fire services, is summarized on pages 1.0-1 and 2.0-1 of the Final EIR. Due to comments received during the NOP review process, the Final EIR includes an evaluation of fire and law enforcement services in Subchapter 5.6, pages 5.6-1 through 5.6-4. The Final EIR concluded that the demand from constructing and operating the original Project would not cause any new significant adverse public service impacts on the fire and police service systems and no mitigation measures were identified for this issue in the Final EIR. The same circumstances exist for considering the proposed project as the demolition of the warehouse has no potential to cause any significant direct or indirect effect on public services of the City of Placentia. Thus, no potential exists to increase impacts for this issue as no significant effect on City public services directly or indirectly will occur from the Demolition. No cumulatively considerable impacts to public service system can occur from implementing the proposed project.

Transportation/Traffic: The original Project included the construction of a new passenger train station in the City of Placentia with supporting parking and other facilities. The proposed project focuses on a single component of the overall project evaluated in the FINAL EIR, demolition of the Placentia Orange Growers Association warehouse located at 209 West Crowther Avenue. This component of the project will generate construction only traffic as no specific use is presently approved for implementation on the project site. The traffic impact analysis in the FINAL EIR is provided in the Initial Study (Appendix 1 of the FINAL EIR) and Subchapter 5.1 (pages 5.1-1 through 5.1-21). The FINAL EIR determined that project specific traffic impacts of the original project, both construction and operation, would be less than significant. No mitigation was identified for the construction activities associated with the proposed project. The cumulative contribution of the approved Project full development was concluded not to be cumulatively considerable with implementation of mitigation measures. None of the identified measures apply to the proposed project. The impact of the proposed project fall well below the circulation system impacts forecast for the fully developed project, and no new potential for significant circulation system impacts have been identified in conjunction with the proposed project.

Utilities/Service Systems: The proposed project site contributes to the existing demand for utilities and service systems. Implementing the proposed project will eliminate or minimize demand for utilities, with the possible exception of site water consumption for ground cover and dust control once the warehouse building is demolished. Thus, the finding of less than significant impact on utilities and service systems remains the same as was forecast from implementing the whole of the Westgate Metrolink Station Project. The utilities and service systems analysis in the FINAL EIR is provided in the Initial Study (Appendix 1 of the FINAL EIR) and the finding of no impact for all such services is summarized on pages 1.0-1 and 2.0-1 of the FINAL EIR. The demolition of the warehouse has no potential to cause any significant direct or indirect effect on utilities and related service systems in the City of Placentia. Thus, no potential exists to increase impacts for this issue as no significant effect on City utilities directly or indirectly will occur from demolishing the warehouse. No cumulatively considerable impacts to utilities and service systems can occur from implementing the proposed project.

Based on the above analysis, the implementation of the demolition of the Placentia Orange Growers Association warehouse located at 207-209 and 211 West Crowther Avenue within the City of Placentia is not forecast to cause any new significant direct or cumulatively considerable environmental impacts. No new significant adverse direct or cumulative impacts will result from implementing the proposed project.

c. ADVERSE IMPACTS ON HUMANS: Does the project have environmental effects on human beings, either directly or indirectly?

Less than Significant Impact/No Changes or No New Information Requiring Preparation of an EIR. Those project-related environmental resources or issues that pose a potential to have direct or indirect adverse effects on human being include the following: air quality, geology and soils, hazards and hazardous materials, hydrology/water quality, and noise. The Final EIR concluded that most of the above environmental issues would not experience any significant project specific or cumulative adverse environmental impact, in most cases with the implementation of identified mitigation measures. Only the issue of air quality effects was identified as being cumulative and significant. Based on the analyses in support of this Addendum, implementation of the revised proposed project, the demolition of the Placentia Orange Growers Association warehouse located at 207-209 and 211 West Crowther Avenue, will not result in any new or greater effects on humans, and most probably less than that identified in the Final

EIR due to the reduced scope of the proposed project. Substantiation for this conclusion is provided in the following text.

Air Quality: Please refer to the Air Quality discussion presented above. No change in overall emissions will result from implementing the proposed project and local emissions will be reduced relative to that forecast in the Final EIR because the proposed project includes only construction air emissions which were concluded to be a less than significant impact with implementation of mitigation measures. No long-term or permanent emissions are associated with the implementation of the proposed project. Thus, the potential for adverse direct effects on humans that will result from implementing the proposed project will be less than significant, even though the original project's impacts on air quality were deemed to be significant and unavoidable. Identified mitigation measures to reduce construction air emissions will be carried forward and must be implemented for the modified project.

Geology and Soils: The geology and soil resources analysis in the Final EIR is provided in Subchapter 5.7 (pages 5.7-1 through 5.7-9). The Final EIR found that the existing project area is totally disturbed and does not contain any undisturbed soils. Although certain geologic hazards affect the project site (seismic ground shaking, erosion hazards and liquefaction), the Final EIR concludes that with mitigation the project will not cause or experience significant adverse geology or soil impacts. The Demolition will not affect or experience different or greater adverse effects from geology and soil constraints than identified in the Final EIR. Identified mitigation measures to reduce construction geology and soil impacts will be carried forward and must be implemented for the proposed project.

Hazards and Hazardous Materials: The hazards and hazardous materials analysis in the Final EIR is provided in Subchapter 5.4 (pages 5.4-1 through 5.4-6). The Final EIR found that the existing project area is totally disturbed and does not contain any undisturbed soils. Although certain hazards, including subsurface hazards that may be exposed during construction, affect the project site, the Final EIR concludes that with mitigation the project will not cause or experience significant adverse hazards or hazardous materials impacts. The Demolition will not affect or experience different or greater adverse effects from the hazards and hazardous materials constraints than identified in the Final EIR. Identified mitigation measures to reduce construction hazards and exposure to hazardous materials will be carried forward and must be implemented for the proposed project. Thus, no potential exists to increase human impacts for this issue with implementation of the proposed project.

Hydrology and Water Quality: Please refer to the hydrology and water quality discussion presented above. An evaluation of local hydrology and water quality effects in the Initial Study (Appendix 1) of the Final EIR and in the Geology and Soils Subchapter (5.7), such as flood hazards and erosion hazards, indicated that no local significant hydrology or water quality impacts would be caused by implementing the approved project, including demolition of the warehouse. Thus, the proposed project has no potential to significantly increase the construction activity exposure to hydrology or water quality impacts as characterized in the Final EIR. No additional significant adverse direct effect on humans will result from implementing the Demolition as an independent activity. Identified hydrology and water quality mitigation measures will be carried forward and must be implemented for the proposed project.

Noise: Please refer to the noise discussion presented above. An evaluation of on- and off-site noise effects in the Final EIR, such as construction or traffic noise, indicated that no local significant public health impacts would be caused by implementing the approved Project. Since the proposed project eliminates any other development activities and it would reduce overall

construction activities and exposure to noise, implementation of the proposed project is not forecast to cause any new or different significant noise impacts with direct or indirect harm to humans. Thus, the proposed project has no potential to significantly increase the construction activity exposure to noise impacts as characterized in the Final EIR. No additional significant adverse direct effect on humans will result from implementing the proposed project. Identified mitigation measures will be carried forward and must be implemented for the proposed project construction activities.

Based on the above analysis, the implementation of the demolition of the Placentia Orange Growers Association warehouse located at 207-209 and 211 West Crowther Avenue is not forecast to cause any new significant direct or indirect impacts on humans than already identified in the Final EIR.

V. CONCLUSION

The earlier analyses presented in the Final EIR, that was prepared for the original Project, was used as a basis for analysis in this Addendum, updated with current information from sources cited, referenced and attached. Upon review of the 2010 certified Final EIR, the information contained in this Addendum and all of the supporting evidence, it is the conclusion of this Addendum that the potential adverse environmental impacts from implementation of the demolition of the Placentia Orange Growers Association warehouse located at 207-209 and 211 West Crowther Avenue., as described in Section II of this document, will not be significantly greater than that identified within the Final EIR. In fact, the potential adverse environmental impact should be less for air quality, hazards and hazardous materials, hydrology and water quality, noise, and traffic. There are no new significant impacts that result from the implementing the proposed project, based on implementing the previous mitigation commitments in the Final EIR. This Addendum provides an update of the uses envisioned for the proposed project and identifies the continued need to implement the mitigation measures required in the Final EIR to control potential project impacts to a less than significant impact level, or at least a lower level of impact than identified in the Final EIR.

This Addendum provides the City with the information substantiating the conclusion that the implementation of the proposed project would not cause any new or substantial physical changes in the environment which would require preparation and processing of a new negative declaration or an updated environmental impact report. Such documentation would only be required due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects on the original project. The facts and findings cited above and provided in this Addendum allow the City to use an Addendum in accordance with § 15164(a) of the State CEQA Guidelines for the proposed project.

Pursuant to CEQA § 15164, the certified Final EIR, as updated with this Addendum, can be relied upon for documentation of the effects of the demolition of the Placentia Orange Growers Association warehouse located at 207-209 and 211 West Crowther Avenue. Because the changes in the project do not exceed the thresholds outlined in §§ 15162 and 15164 of the State CEQA Guidelines, no further analysis of the environmental impacts of this proposed project is required in a Supplemental/Subsequent EIR or MND. The proposed project can be implemented as an independent action and not alter the conclusions contained in the Final EIR as certified by the Placentia City Council in 2010. The analysis presented above of the changes and additions to the approved Project justify the issuance of an Addendum to the City's original

Final EIR and the Demolition constitutes a minor technical change to the original Project as required by an Addendum.

This Addendum to the Final EIR for the proposed project includes changes or additions necessary to make the certified environmental document adequate under CEQA for this project as proposed. This Addendum includes the certified Final EIR, this document and all staff reports and information submitted to the decision-makers regarding environmental issues affected by the proposed demolition of the warehouse. This Addendum is intended as an additional information document to provide decision-makers and others, as appropriate, with an objective assessment of potential environmental impacts associated with the independent demolition as envisioned by the proposed project defined and discussed in the preceding text.

VI. REVIEW AUTHORITY

The City serves as the CEQA lead agency for this project. It is recommended that an Addendum be adopted as the appropriate CEQA environmental determination for the proposed project, demolition of the Placentia Orange Growers Association warehouse located at 207-209 and 211 West Crowther Avenue.

VII. CERTIFICATION

Damien R. Arrula, Assistant City Administrator
City of Placentia

VIII. REFERENCES

1. Westgate Metrolink Station Environmental Impact Report (EIR, SCH No. 2007011046), which was published as a Draft on March 7, 2007 and the Final EIR was certified in 2010 by the Placentia City Council
2. Packing House Review: 209 E. Crowthers, Placentia, CA by Walter P. Moore, February 1, 2013
3. Packing House Analysis: 209 E. Crowthers, Placentia, CA by Baker Nowicki Design Studio, February 4, 2013



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: SEPTEMBER 16, 2014

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONTRACT TO UNLIMITED ENVIRONMENTAL, INC., FOR THE DEMOLITION AND CLEAN UP OF THE PLACENTIA PACKING HOUSE**

FISCAL
IMPACT: EXPENSE: \$343,176.10 FOR CONSTRUCTION SERVICES
OFFSETTING REVENUE: \$343,176.10 DEVELOPER FUNDING
BUDGETED: \$343,176.10 (ACCOUNT NO.: 333552-6185 J/L 61133)

SUMMARY:

The City is working with the Orange County Transportation Authority (OCTA) to design and construct a Metrolink Station and related infrastructure improvements in the Historic Downtown Area. In order to accommodate the construction of the Metrolink Station, the former citrus packing house and an adjacent building at 209 E. Crowther Avenue need to be demolished. This action will approve plans and specifications, and award a contract to Unlimited Environmental, Inc., in the amount of \$298,414.00 for the demolition and clean up of the Packing House and adjacent building at 209 E. Crowther Avenue (Packing House Property).

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve plans and specifications prepared by City Staff dated December 6, 2013, for the Demolition and Clean Up of the Placentia Packing House Project; and
2. Accept the proposal submitted by Unlimited Environmental, Inc., the lowest responsive and responsible bidder, in the amount of \$298,414.00, and award them a construction contract; and
3. Reject all other bids; and
4. Adopt Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$343,176.10 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and

1.f.

September 16, 2014

5. Authorize the City Administrator to execute documents on behalf of the City, in a form approved by the City Attorney; and
6. 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 \$44,762.10 (15% of the project construction contract amount).

DISCUSSION:

The City has been working with OCTA on the design, funding and construction of a Metrolink Station (Project) in the City's historic downtown area for several years now. Since the inception of the Project, a number of changes have occurred, including a shift in funding from federal funds to local funds and discussions with a private developer over the potential construction of a Transit Oriented Development (TOD) on the Packing House Property instead of surface parking. Whether the Packing House Property will be used for surface parking as originally contemplated or be sold to a private developer for the construction of a TOD, one thing remains the same; the Packing House and adjoining building must be demolished to construct the Project. To help expedite the process, the City agreed to solicit bids for the demolition of the Packing House Property.

The project was advertised on May 9, 2014, and May 16, 2014. Due to the existence of certain materials (e.g., lead based paint, asbestos) used in the original construction of the Packing House Property, the City postponed the original bid opening to conduct further materials testing to assist bidders in refining their bid price. Bids for construction were received on September 4, 2014. The bid summary is as follows:

CONTRACTOR	BID
Unlimited Environmental, Inc.	\$298,414.00
Interior Demolition, Inc.	\$468,168.00
North Star Demolition and Remediation	\$527,800.00
Wreckage Age Demolition, Inc.	\$555,000.00
MEC , Inc.	\$574,987.00
Oceanstate Development, Inc.	\$579,800.00
American Integrated Services, Inc.	\$750,000.00
ATI	\$1,140,010.00
National Demolition Contractors	\$1,147,750.00

In addition, a bid was received from Three D Service Company, Inc. Due to a number of omissions, their bid was determined to be non-responsive.

After careful review and an evaluation of the bids against the project requirements as set forth in the City's Request for Bids, City Staff is recommending that the City Council award the contract to Unlimited Environmental, Inc., which is based in Signal Hill, California.

The company's proposal, references, and qualifications have all 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.

FISCAL IMPACT:

This project will be initially funded with uncommitted General Fund reserves. The private developer has agreed to reimburse the City for the cost of demolition through a development agreement.

Prepared by:



Michael McConaha
Public Works Manager

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff ICMA-CM
City Administrator

Attachments:

1. Proposal from Unlimited Environmental, Inc.
2. Budget Amendment Resolution No. R-2014-_____, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$343,176.10 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
3. Construction Agreement

SECTION C

Unlimited Environmental, Inc.

PROPOSAL

for the

DEMOLITION AND CLEAN UP OF PLACENTIA PACKING HOUSE

CITY PROJECT NO. 61133

in the

CITY OF PLACENTIA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of PLACENTIA. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 90 working days, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions 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 guaranty 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 DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will readvertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

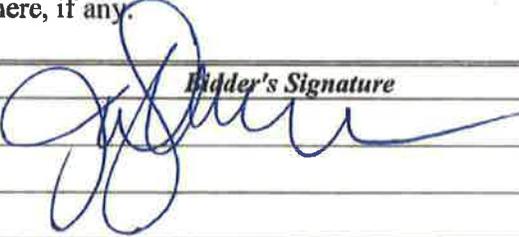
If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY

Unlimited Environmental, Inc.

and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find **Bidder's Bond** in the amount of \$ **298,414** 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 shall signify receipt of all Addenda here, if any.

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	08/28/2014	

**DEMOLITION AND CLEAN UP
OF
PLACENTIA PACKING HOUSE
CITY PROJECT NO. 61133**

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	LS		\$23,000
2	Hazardous Materials Removal/ Abatement (see Exhibit "E")	LS		\$67,800
3	Site Fencing (including screening along fronting streets)	LS		\$40,000
4	Demo Buildings	LS		\$96,000
5	Remove Slab Concrete & Footings & Foundations	LS		\$59,000
6	Remove All Site Utilities	LS		\$6,000
7	Final Clean Up	LS		\$2,000
8	SWPPP	LS		\$1,400
9	Apply for and secure a Temporary Occupancy Permit from the Burlington Northern Santa Fe Railroad	LS		\$600
10	Comply with all conditions of the BNSF Railroad Temporary Occupancy Permit	LS		\$2,614

BID SCHEDULE - TOTAL PRICE

\$ 298,414

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: Two hundred ninety eight
thousand four hundred fourteen dollars.

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014/15 IN THE AGGREGATE AMOUNT OF \$343,176.10 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2014/15 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 2014/15, Resolution No. R-2014-37, 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 Account #	Amount	Type
CIP	Construction	Public Works	333552-6185 JL 61133	343,176.10	Expense
CIP	Transfer-In - Gen Fund		339999-7010	343,176.10	Revenue
Gen Fund	Transfer out - CIP		109999-8033	343,176.10	Expense
Gen Fund	Developer Contribution	Public Works	100000-4705	343,176.10	Revenue

PASSED, ADOPTED AND APPROVED this 16th day of September, 2014.

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 16th day of September, 2014 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

DEMOLITION AND CLEAN UP OF PLACENTIA PACKING HOUSE CITY PROJECT NO. 61133

THIS AGREEMENT is made and entered into this 16th day of September, 2014, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and, Unlimited Environmental, Inc., a 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 City Engineer, without whose decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the City Engineer 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:

**DEMOLITION AND CLEAN UP OF PLACENTIA PACKING HOUSE
CITY PROJECT NO. 61133**

4. Plans and Specifications.

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

DEMOLITION AND CLEAN UP OF PLACENTIA PACKING HOUSE

The 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. The Contractor shall complete the work within **ninety (90) working days** after said Notice to Proceed, 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 City's 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 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, 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 Engineer, 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'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.

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's City Engineer 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 determined that the provisions of California Labor Code section 1774 do not apply.

B. 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.

C. 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.

D. 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, procurement 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.

qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties 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 insure 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 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 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, ICMA-CM
City Administrator

ATTEST:

By: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski,
City Attorney

UNLIMITED ENVIRONMENTAL, INC.

By: _____
President

By: _____
Vice-President



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

- 1. General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**
- 2. Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:

- provide statutory requirements of the State of California; and
- include \$1,000,000 Employer's Liability.

4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:

- cover liability for malpractice or errors and omissions made in the course of rendering professional services.
- **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Placentia; or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *"The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds"* with respect to general liability and automobile liability policies ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *“This insurance is primary and non-contributory over any insurance or self-insurance the City may have”* (“as it relates to a specific contract” or “for any and all work performed with the City” may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

“This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.”

3. *“The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”* Language such as, “endeavor to” mail and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be crossed out. **See Example B below.**

The Workers’ Compensation and Employers’ Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor’s obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO MAIL 30 DAYS*~~ WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

Example C:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

G. Alternative Programs/Self-Insurance. Under certain circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a waiver or modification will be reviewed and a final determination rendered by the Risk Manager.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ASSISTANT CITY ADMINISTRATOR
DATE: SEPTEMBER 16, 2014
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR PROVISION OF BUILDING OFFICIAL AND BUILDING AND PUBLIC WORKS INSPECTION SERVICES**

FISCAL
IMPACT: FISCAL YEAR 2014-15 EXPENSE: \$168,400
OFFSETTING REVENUE: \$168,400
BUDGETED: \$168,400 (ACCOUNT NO.: 102532-6045, 102532-6290, 103550-6290)

SUMMARY:

In June 2012, the City contracted with Lilley Planning Group (LPG) to provide staffing services for building and public works. This action approves a new Professional Services Agreement with LPG for the period September 16, 2014 to September 16, 2015 with no change in rates for building, safety and public works inspection services.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Lilley Planning Group, to provide for professional services related to Public Works and Development Services for the period September 16, 2014 to September 16, 2015; and
2. Authorize the City Administrator to sign the agreement and approve contract extensions, in a form approved by the City Attorney.

DISCUSSION:

On June 19, 2012, the City Council awarded a professional services agreement to Lilley Planning Group (LPG) to provide professional contract staffing for the positions of Chief Building Official, Building Inspector, and Public Works Inspector. In order to provide staffing continuity at the lowest cost possible, Staff is recommending that the City enter into a new agreement with LPG for contract building, safety and public works inspection services.

LPG is a full service, professional planning and building services firm providing inspection, plan check, land use, environmental and on-site planning and building consulting services

1.g.

September 16, 2014

exclusively to public agencies throughout California. They currently have agreements for planning and building services for a variety of agencies throughout Orange County.

Since June of 2012, LPG has been providing professional staffing services to the City. Staff has been pleased with the personnel, most of whom previously worked for the City, and the services provided. The new professional services agreement will authorize LPG to continue to provide professional staffing for the contract positions of Chief Building Official, Building Inspector, and Public Works Inspector. These three (3) personnel are former employees with institutional knowledge of the City's operations and the community. Their familiarity of the City is extremely valuable and helps maintain a level of consistency within departments that have experienced high attrition during the past two (2) years.

LPG rates are very competitive, if not less, than the rates charged by other consultants providing similar staffing to other cities. As part of their proposal, LPG has agreed to hold their rates at their current level (Attachment 1). The proposed term for the contract will be for one (1) year with an option to extend the term for two (2) additional one (1) year terms to be approved by the City Administrator and City Attorney.

FISCAL IMPACT:

In an effort to ensure fiscal accountability, Staff conducted a survey of the rates charged by other consultants for similar positions. Attachment 3 to this report is a copy of the survey rates, which illustrate that LPG's rates are not only competitive, but provide the best value for the City. It should be also important to note that the LPG proposal is a fixed hourly rate and is not a percentage of permit fee proposal, which also provides best value to the City. The Public Works and Development Services on-call services are funded in the current Fiscal Year 2014-15 budget at the rates specified in the Agreement.

Prepared by:



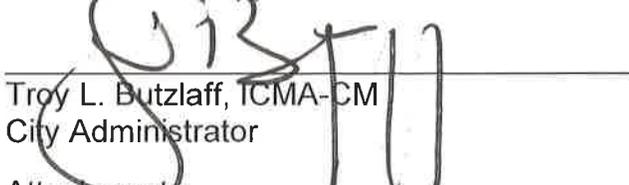
Damien R. Arrula
Assistant City Administrator

Reviewed and approved by:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Exhibit A – LPG On-Call Services Proposal
2. Professional Services Agreement
3. Survey of Comparable Hourly Rates

August 25, 2014

Mr. Damien Arrula, Assistant City Administrator
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Subject: Proposal to Provide On-Call Services for the City of Placentia

Dear Mr. Arrula:

Thank you for this opportunity to submit our proposal and qualifications in response to the City of Placentia's request to provide professional services on a contract basis. Lilley Planning Group has been providing individuals to provide many special tasks and day-to-day services needed in the City including planning projects, building plan checks, inspection, building official and other services to meet the need of the Department. Our firm specializes in providing these services to public agencies in California. We have professional staff available to assist the City of Placentia in a timely, professional and experienced manner. Given our expertise and background no training is necessary and we will continue to work with no transition and exceed the expectations of the City.

The Lilley Planning Group is a full service professional consulting firm providing land use, building, community services, and environmental documentation and review to cities throughout California. Our mission is to provide outstanding quality service to the clients and communities we serve and ensure that we add value and make a positive impression with each assignment. Our corporate office is located in Brea. Our president, Jennifer A. Lilley, AICP, has been a professional planner for over twenty-five years and has focused the last twenty years of her career assisting cities with their service needs by providing, overseeing and managing contract services. Our firm maintains a strong reputation for outstanding customer service, seamlessly fitting into the organizations we serve and delivering thorough and accurate work products. We have professional staff available to assist the City of Placentia in a timely, professional and experienced manner.

We have assembled a team of experienced professionals with a long history with the City of Placentia to deliver high quality contract services to agencies. This gives our team a unique and thorough understanding of the processes we will be implementing and the challenges faced in the City departments. Our services include all functions of a City community development department including: building inspections, plan checking, issuing permits, public inquiries, code interpretations, field inspections, CASPs Specialists, mediation, discretionary case processing, code compliance, site visits, mitigation monitoring, code enforcement, zoning code amendments, staff training, project management, policy planning, and general plan updates. We also offer GIS support, graphic capabilities, design evaluation, report writing, environmental impact documentation and public outreach programs.

You will find through our qualifications package we are known for our ability to provide the day-to-day operations, fill-in where needed, assist with long-range and current projects and ensure all work is consistent with the Code and General Plan, compliant with all State and Federal laws, and meets all time requirements.

To ensure you receive the highest level of service and projects run smoothly and stay on schedule, we will provide for you proactive solutions, consistent communication, and solid coordination. All of our professionals have joined consulting after spending some time working in public agencies. This experience ensures our staff understands the City Hall environment and they work to represent each agency they serve. Our company does not work with private developers to ensure we do not have even an appearance of a conflict of interest when processing development applications. We ensure our work is accurate, thorough, defensible and is prepared in a way that helps staff, the public and decision-makers review and make informed decisions.

Our staff has outstanding customer service skills, excellent writing abilities, thorough plan review techniques, engaging public speaking abilities and are known for their responsive communication style. Our company is dedicated to adapting our services to your organization to best suit your needs, meet your standards and provide services that seamlessly fit into your process.

We appreciate your time in reviewing our proposal. We are confident you will find that our capabilities, technical expertise, and staff will add value to your team and serve the community of Placentia in the high quality manner you expect. I look forward to the opportunity to speak with you about our services and the needs you anticipate immediately or in the future.

Sincerely,



Jennifer A. Lilley, AICP
President

Lilley Planning Group

Consulting Services

The Lilley Planning Group will perform consulting services at the following hourly rates:

Building

Building Official	\$ 68.00
Senior Building Inspector	\$ 65.00
Building Inspector	\$ 40.00
Public Works Inspector	\$ 40.00
Plan Checking	\$ 50.00
Permit Technician	\$ 30.00
Code Enforcement/Compliance	\$ 50.00
CASPs Specialist	\$125.00

Rates reflect all costs for the office overhead, if any, including direct and indirect costs.

These fees reflect all anticipated fee increases during the contract duration.

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of September, 2014, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Lilley Planning Group, a California Corporation (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY requires professional services pertaining to personnel management services related to Planning, Building and Public Works to include professional staffing for Chief Building Official, Building Inspector, and Public Works Inspector, among other potential services as defined within the Scope of Services.

(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 personnel management services, related to Planning, Building and Public Works services, as set forth in the 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.

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 based on rates located in Exhibit "A" 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 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 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 Avenue
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: Lilley Planning Group
138 West Amerige Avenue
Fullerton, CA 92832
Attention: Jennifer Lilley

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." Should this be Exhibit "B"?

(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: Because of the specialized nature of the services to be rendered pursuant to this Agreement, only the staff identified in Exhibit A shall perform the services described in this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of any identified staff from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, 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 sub consultants, 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 sub consultants 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. **[[RESERVED]]**

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. **Attorney's 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

Jennifer Lilley, AICP
Lilley Planning Group, Inc.

(CITY

Troy L. Butzlaff, ICMA-CM
City Administrator

ATTEST:

Patrick J. Melia,
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

EXHIBIT A

Lilley Planning Group

Consulting Services

The Lilley Planning Group will perform consulting services at the following hourly rates:

Building

Building Official	\$ 68.00
Senior Building Inspector	\$ 65.00
Building Inspector	\$ 40.00
Public Works Inspector	\$ 40.00
Plan Checking	\$ 50.00
Permit Technician	\$ 30.00
Code Enforcement/Compliance	\$ 50.00
CASPs Specialist	\$125.00

Rates reflect all costs for the office overhead, if any, including direct and indirect costs.

These fees reflect all anticipated fee increases during the contract duration.

**Survey of Hourly Rate Matrix for On-Call Building and Public Works
Inspection Services
Per-Hour Rates**

Position	Charles Abbott/La Palma	Lilley Planning Group / Placentia 2012 agreement	Kosmont / Placentia 2012 agreement
Building Official	\$122	\$72	\$74
Bldg Inspector	\$65	\$40	\$41



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING CHIEF OF POLICE

DATE: SEPTEMBER 16, 2014

SUBJECT: **REQUEST FOR ADDITIONAL APPROPRIATIONS FOR PATROL OVERTIME BUDGET TO PARTICIPATE IN THE OFFICE OF TRAFFIC SAFETY GRANT – “SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FOR FISCAL YEAR 2014-15”**

FISCAL
IMPACT: EXPENSE: \$105,100 (ACCOUNT NO.:103041-5015)
OFFSETTING REVENUE: \$105,100

SUMMARY:

The Police Department submitted a grant application to the Office of Traffic Safety (OTS) to acquire funds to actively enforce Driving Under the Influence (DUI) laws through eight (8) DUI/DL checkpoints, ten (10) DUI Saturation Patrols, and other enforcement and educational methods. OTS has completed the selection process for grant applications and chosen the City of Placentia to receive a grant award. 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 checkpoints and 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 Acting Chief of Police to complete the final paperwork, and
2. Adopt Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$105,100 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 OTS. The primary goal of

1.h.

September 16, 2014

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/DL checkpoints, ten (10) DUI Saturation Patrols, two (2) warrant service operations, two (2) stakeout operations, two (2) court sting operations, two (2) traffic enforcement operations, two (2) distracted driving operations, two (2) night-time "Click It or Ticket" enforcement operations, three (3) bicycle and pedestrian enforcement operations, and six (6) Traffic Safety educational presentations to be conducted during a 12-month period.

Sobriety checkpoints and saturation patrols 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 reported 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 OTS. It covers personnel overtime costs to conduct the identified strategies between October 1, 2014 through September 30, 2015. 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.

FISCAL IMPACT:

Revenue: \$105,100 from the OTS 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 checkpoints and saturation patrols are to be deposited into the General Fund.

Prepared by:



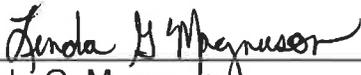
Lt. Eric Point
Patrol Operations Commander

Reviewed and approved:



Ward L. Smith
Acting Chief of Police

Reviewed and approved:



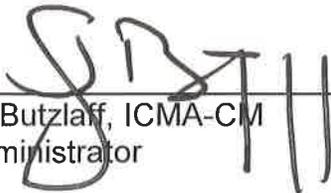
Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Resolution No. R-2014____, A Resolution of the City Council of the City of Placentia, California, authorizing a Budget Amendment in Fiscal Year 2014-15 in the Aggregate Amount of \$105,100 in compliance with City Charter § § 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.
2. Copy of Office of Traffic Safety Grant Agreement

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014/15 IN THE AGGREGATE AMOUNT OF \$105,100.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2014/15 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 2014/15, Resolution No. R-2014-37, 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 Account #	Amount	Type
General Fd	Overtime	Police Dept	103041-5015	105,100.00	Expense
General Fd	Federal Grant	Police Dept	100000-4201	105,100.00	Revenue

PASSED, ADOPTED AND APPROVED this 16th day of September, 2014.

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 16th day of September, 2014 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

1. GRANT TITLE
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)

2. NAME OF APPLICANT AGENCY
CITY OF PLACENTIA

4. GRANT PERIOD

3. AGENCY UNIT TO HANDLE GRANT
PLACENTIA POLICE DEPARTMENT

From: 10/1/14
 To: 9/30/15

5. GRANT DESCRIPTION

To reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors, "best practice" strategies will be conducted. The funded strategies may include: DUI checkpoints, DUI saturation patrols, warrant service operations, stakeouts operations, a "HOT Sheet" program, educational presentations, and court stings. The program may also concentrate on speed, distracted driving, seat belt enforcement, operations at intersections with disproportionate numbers of traffic crashes, and special enforcement operations encouraging motorcycle safety. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 105,010.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable)
- Schedule C (OTS-38g) – Quarterly Evaluation Data Form (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* - OTS Grant Program Manual

Items shown with an asterisk (), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. APPROVAL SIGNATURES

A. GRANT DIRECTOR

NAME: **Eric Point** PHONE: **714-993-8174**
 TITLE: **Lieutenant** FAX: **714-996-2719**

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

E-MAIL: **epoint@placentia.org**

 (Signature)

 (Date)

B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY

NAME: **Ward L. Smith** PHONE: **714-993-8191**
 TITLE: **Acting Chief of Police** FAX: **714-524-3459**

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

E-MAIL: **wsmith@placentia.org**

 (Signature)

 (Date)

C. FISCAL OR ACCOUNTING OFFICIAL

NAME: **Mike Nguyen** PHONE: **714-993-8136**
 TITLE: **Finance Manager** FAX: **714-524-3459**

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

E-MAIL: **mnguyen@placentia.org**

 (Signature)

 (Date)

D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS

NAME: **Finance Department**
 ADDRESS: **401 E. Chapman Avenue
 Placentia, CA 92870**

9. DUNS NUMBER

DUNS #: **040504417**
 REGISTERED ADDRESS & ZIP: **401 E. Chapman Avenue
 Placentia, CA 92870**

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1590**

1. PROBLEM STATEMENT

The Placentia Police Traffic Bureau was staffed with one (1) motor sergeant, four (4) full-time officers, three (3) part-time officers, six (6) traffic control aides, three (3) community service officers, and one (1) impound lot supervisor. Due to budget constraints, the police department had to make some tough decisions and needed to staff patrol operations. The result has created two officer vacancies within traffic and eliminated the part-time motor officer positions. Currently we operate with one (1) motor sergeant and two (2) full time motor officers. Currently one of the two motor officers has been on "injury on duty" status since an on-duty traffic collision last January. In addition, the Bureau is staffed with three (3) part-time traffic control aides to assist with parking enforcement, vehicle abatement / markings, collision investigation and some criminal investigative reports, as well as acting as support personnel during DUI checkpoints and DUI saturations. The Department continues to seek out one additional officer position in traffic to work DUI enforcement on the weekend night watch, but has not been authorized by the city due to budget constraints.

The City of Placentia has had four (4) fatal traffic collisions and three (3) near fatal collisions where the drivers sustained severe life changing injuries all within the last 18 months. This is uncharacteristic for a smaller agency such as ours that only had 1 fatal traffic collision between 2007 and 2011. One of the fatal collisions was not traffic related. Of the six (6) remaining fatal or major injury collisions, investigation revealed that alcohol and / or drugs played a part in five (5) of them.

A. Traffic Data Summary:

Collision Type	2011				2012				2013			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	0		0		1		1		3		4	
Injury	131		188		131		171		144		156	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	0	7	0	9	0	9	0	11	0	6	0	8
Hit & Run	0	12	0	12	10	7	0	7	0	4	0	4
Nighttime (2100-0259 hours)	0	15	0	17	1	5	1	5	2	3	3	3
Top 3 Primary Collision Factors									Fatal	Injury	Killed	Injured
#1 -	Speed								0	82	0	110
#2 -	Failure to Yield								0	39	0	48
#3 -	Red Light								1	32	2	59

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1590**

PAGE 2

2. PERFORMANCE MEASURES

A. 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 hit & run fatal collisions.
- 8) To reduce hit & run injury collisions.
- 9) To reduce nighttime (2100 - 0259 hours) fatal collisions.
- 10) To reduce nighttime (2100 - 0259 hours) injury collisions.
- 11) To reduce the number of bicyclists killed in traffic collisions.
- 12) To reduce the number of bicyclists injured in traffic collisions.
- 13) To reduce the number of pedestrians killed in traffic collisions.
- 14) To reduce the number of pedestrians injured in traffic collisions.

B. Objectives:

- 1) To develop (by December 31) 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. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 2) To send 2 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.

**GRANTS MADE EASY - STEP
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- 3) To send 2 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16-hour POST-certified training.
- 4) To send 2 law enforcement personnel to the IACP Drug Recognition Expert (DRE) training.
- 5) To conduct 8 DUI/DL Checkpoints. *Note: A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the NHTSA Summer Mobilization.*
- 6) To conduct 10 DUI Saturation Patrol operations.
- 7) To conduct 2 Court Sting operations to cite individuals driving from court after having their driver's license suspended or revoked.
- 8) To conduct 2 Warrant Service operations targeting DUI offenders who fail to appear in court.
- 9) To conduct 2 Stakeout operations that employ police officers to observe the "worst-of-the-worst" repeat DUI offender probationers with suspended or revoked driver licenses.
- 10) To conduct 2 Traffic Enforcement operations, including but not limited to, primary collision factor violations.
- 11) To conduct 2 Distracted Driving enforcement operations targeting drivers using hand held cell phones and texting.
- 12) To conduct 2 night-time (2100 - 0259 hours) Click It or Ticket enforcement operations.
- 13) To conduct 6 Traffic Safety educational presentations impacting 200 community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle & pedestrian safety, seatbelts and child passenger safety.*
- 14) To conduct 3 bicycle and pedestrian enforcement operations in identified areas of high bicycle and pedestrian traffic.
- 15) To participate in the National Distracted Driving Awareness Month in April.
- 16) To participate in the NHTSA Click It or Ticket mobilization period in May.
- 17) To collaborate with the county's Avoid Lead Agency by: participating in planning/scheduling meetings and MADD/Avoid DUI Seminars; providing your agency's schedule of operations that occur during any Avoid campaign; and reporting your agency's DUI arrests & DUI fatality information during any Avoid campaign.
- 18) To collect and report DUI enforcement data for the NHTSA Winter and Summer Mobilizations.

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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.

NOTE: To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." 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.

3. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant-related purchases needed to implement the program should be made this quarter.
- 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 grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

B. Phase 2 - Program Operations (Throughout Grant Year)

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

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Media Requirements

- 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.
 - a) 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. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
 - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - c) Activities such as warrant or probation 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.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

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

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.

**GRANTS MADE EASY - STEP
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- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

4. METHOD OF EVALUATION

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

5. 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.

SCHEDULE B-1
GRANT NO. PT1590

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 Drug Impaired Driving Seminar for Law Enforcement & Prosecution Professionals. *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

DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. *Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.*

SCHEDULE B-1
GRANT NO. PT1590

BUDGET NARRATIVE

Page 2

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.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

Page 1

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.

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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

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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

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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.

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CERTIFICATIONS AND ASSURANCES

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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.
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

EXHIBIT A
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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. PT1590

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$ 98,109.00
402PT	20.600	State and Community Highway Safety	\$ 6,901.00

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO GRANT
	CFDA	FY-1 10/1/14 thru 9/30/15		
A. PERSONNEL COSTS				
Positions and Salaries				
Overtime				
DUI / Driver's License Checkpoints	20.608	\$ 62,171.00		\$ 62,171.00
DUI Saturation Patrols	20.608	\$ 17,993.00		\$ 17,993.00
Warrant Service Operations	20.608	\$ 5,356.00		\$ 5,356.00
Stakeout Operations	20.608	\$ 2,678.00		\$ 2,678.00
Court Sting Operations	20.608	\$ 9,561.00		\$ 9,561.00
Traffic Enforcement Operations	20.600	\$ 1,150.00		\$ 1,150.00
Distracted Driving Operations	20.600	\$ 1,150.00		\$ 1,150.00
CIOT Nighttime Enforcement Operations	20.600	\$ 1,150.00		\$ 1,150.00
Bike/Ped Safety Enforcement Operations	20.600	\$ 1,951.00		\$ 1,951.00
Category Sub-Total		\$ 103,160.00		\$ 103,160.00
B. TRAVEL EXPENSE				
In-State	20.600	\$ 1,500.00		\$ 1,500.00
Out-of-State		\$ -		\$ -
Category Sub-Total		\$ 1,500.00		\$ 1,500.00
C. CONTRACTUAL SERVICES				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
D. EQUIPMENT				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	20.608	\$ 250.00		\$ 250.00
Office Supplies	20.608	\$ 100.00		\$ 100.00
Category Sub-Total		\$ 350.00		\$ 350.00
F. INDIRECT COSTS				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
GRANT TOTAL		\$ 105,010.00		\$ 105,010.00



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: SEPTEMBER 16, 2014
SUBJECT: **APPROVAL OF AGREEMENT WITH THE MUCKENTHALER CULTURAL CENTER FOR USE OF KRAEMER MEMORIAL PARK AND THE TEEN CENTER FOR ARTS PROGRAMS**

FISCAL

IMPACT: REVENUE: \$145,000 ESTIMATED IN GRANTS, IN-KIND SERVICES, & FACILITY IMPROVEMENTS
EXPENDITURES: \$ 5,000 MATCHING PROGRAM CONTRIBUTION (3.4%)
BUDGETED: \$ 5,000 (ACCOUNT NO.: 104071-6099)

SUMMARY:

The Muckenthaler Cultural Center has provided a proposal to the City's Community Services Department to offer arts programs at Kraemer Memorial Park and the Teen Center. The Muckenthaler proposal includes providing a substantial amount of grants, in-kind services, and facility improvements to support their arts programs including providing staffing, materials, supplies, and insurance. The Muckenthaler Cultural Center has requested the City to provide a \$5,000 matching program contribution toward programs and services. This action approves an agreement to allow the Muckenthaler Cultural Center to use Kraemer Memorial Park and the Teen Center for arts programs and authorizes a \$5,000 matching program contribution.

RECOMMENDATION:

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

1. Approve an agreement with the Muckenthaler Cultural Center to use Kraemer Memorial Park and the Teen Center for arts programs; and
2. Authorize the City Administrator, or his designee, to execute all applicable documents, in a form approved by the City Attorney.

DISCUSSION:

The Muckenthaler Cultural Center (the Muck) has approached the City's Community Services Department with a proposal to use the Teen Center facility and Kraemer Memorial Park with a primary focus on programs geared towards youth ages 12 to 17 years old (Attachment 1). The program would include ethnic dance classes, music production, visual art, graphic art (comic book drawing), and ceramics programs. Additionally, the Muck will reach out to the Boys and Girls Club, Valencia High School, and other community organizations to engage youth and create awareness of the unique programs they will offer. The initial teen arts program will be offered to youth at no cost and can be expanded to offer additional classes for older adults

1.i.

September 16, 2014

during the day and other arts classes for a nominal program fee. The Muck proposes to cover all direct program cost including staffing, materials, supplies, and insurance.

The Executive Director of the Muck, Zoot Velasco, presented the program concept to the Recreation and Parks Commission during their regular meeting on Monday, May 12, 2014. The Commission reviewed a revised program proposal on September 8, 2014. After reviewing the presentation and revised proposal from the Muck, the Commission supported moving forward with the proposal to provide additional services to teens that are not currently offered by the City. An agreement with the Muck has been prepared and is attached as Attachment 2.

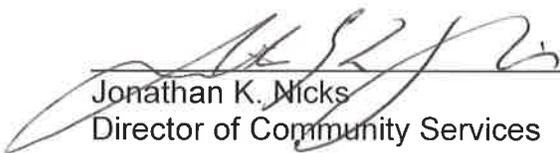
While there is no term for the Agreement, the initial commitment is for one (1) year and the City can terminate the Agreement with thirty (30) days notice. After the first year, the City will receive an annual report from the Muck outlining the program's operation. The City can then determine if it wishes to continue the partnership for operation of the Teen Center programs and facility.

FINANCIAL IMPACT:

The Muck will cover over ninety-six percent (96%) of direct program costs through grants and in-kind services. The Muck will also provide capital contributions including equipment and facility improvements such as painting and light repairs to the facility. In addition the Muck will provide a liability insurance policy for \$1 million for use of the Teen Center facility. The Muck requests that the City contribute a \$5,000 program match, which equates to less than four percent (4%) of the total resources needed for the program. The funding for this match is already in the Fiscal Year 2014-15 Community Services operating budget and with City Council approval, will be reallocated to this program. The City will incur a few additional indirect costs such as an increase in utilities for the Teen Center due to the increased use, but the overall financial impact should be nominal. In addition to providing expanded programming for our teens during after-school hours, it will aid in the potential reduction of negative juvenile activity, which may create financial savings in the long-term.

Prepared by:

Reviewed and approved:


Jonathan K. Nicks
Director of Community Services


Damien R. Arrula
Assistant City Administrator

Reviewed and approved:


Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Proposal from The Muckenthaler Cultural Center
2. Agreement with The Muckenthaler Cultural Center



Muckenthaler
Cultural Center
1201 W. Malvern Ave.
Fullerton, CA 92833

866.411.1212
714.738.6595
info@themuck.org
www.TheMuck.org

2012 Most Eclectic Venue
Orange Coast Magazine

2010 Best Arts Program
Arts OC

2010 Best Museum
Reader's Poll
Orange County Register

2009 Best Non-Profit
*Fullerton Chamber of
Commerce*

2008 Best Historical Site
OC Parenting Magazine

Harold Muckenthaler,
Founder

Fred Ouweleen,
President

Jane Parker,
President Emeritus

Britt Sullivan
*Center Circle Guild
President*

Zoot Velasco
Executive Director

Managed in
Partnership with
The City of Fullerton

Thursday, July 24, 2014

Jonathan Nicks, Director of Community Services
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Dear Mr. Nicks:

On behalf of The Muckenthaler Cultural Center (hereinafter referred to as the "Muck"), we would like to thank you for accepting our proposal to partner with the City of Placentia hereinafter referred to as the "City") to bring arts programming to the teens of Placentia. We propose the following terms regarding the Muck/City Partnership and would be in effect for a minimum three full Fiscal Years ending June 30, 2017. However, either party can terminate the agreement at any time with good cause. We look forward to a long-lasting working association with you.

The Muck shall take over operation of the Teen Arts Center of Placentia formerly called the "Kraemer Clubhouse" building under the following conditions:

The City will be responsible for basic renovations of the building, making it "up to code" for operation as a youth center- specifically providing a new floor covering, patching walls/roof interior and exterior, and making sure plumbing, electricity, heating and air conditioning are in good working order. The Muck will help with cosmetic changes like painting, minor repairs, and beautifications.

The Muck is responsible for programming a minimum of 10 hours/week for 36 weeks in the new space for the first year with a schedule of 20 hours/week for 48 weeks by the third year of the agreement. The Muck, however, exceed that and program as often as they like between the hours of 8 AM and 10 PM seven days/week.

The Muck will be responsible for working with the Boys & Girls Club, Valencia High School, and other partners to attract teens for the programs they provide.

The City will be responsible for providing basic tables and chairs, general maintenance of the space, and capital repairs for any major disaster requiring major repairs to the space. Major repairs would be any needed repairs over \$500 in a year.

The City would also provide \$5,000/year for 3 years and support the Muck's grant applications to the Placentia Community Foundation for three years. The funding would be used for Muck programs at the site and would be seed money for more funding. The Muck intends to match this with grant funding, foundation funding, and use this investment to attract new funding and programs. The Muck anticipates putting more than \$100,000/year in money and in-kind donations into this center by the third year of our partnership.

The City will consider the Muck the tenant of the center and no other tenant will be given access without going through the Muck for permission. Any other programs not related to teen arts programs would cease in the building unless conducted with express permission from the Muck's Executive Director. This is important to provide scheduling for new programs.

Muck programs may include dance, music, art, ceramics, theatre, puppetry, clowning, creative writing, video, photography, among other art forms. Current plans include graphic art (comic book drawing), ethnic dance classes, music production, visual art, and ceramics. The Muck will utilize grants and donations for some classes taught by professional artists. Other classes will use a peer-to-peer model with teen and young adult volunteers teaching other teens. The Muck will also utilize partnerships to provide programs, such as college partners, to bring programs taught by Cal State students.

The Muck will provide an annual report to the City by September 30 of the following fiscal year for each of the three years. The Muck will provide a liability insurance policy for the space valued at \$1 Million. The Muck can make improvements to the space as they see fit. Any exterior public art will be approved by the City before it is produced.

The Muck prides itself on its reputation for high quality arts and cultural programs and wishes to bring that reputation to Placentia. If the City finds fault with our programs, it is well within its power to opt out of this agreement.

We are very grateful to you for your support of our programs.

Zoot Velasco, Executive Director,
Muckenthaler Cultural Center Foundation

Muckenthaler - Teen Arts Program Budget (Proposed)

Source	Amount	Status	Use
Rinehart Family	\$5,000	Committed	Music Program
Velasco Family	\$1,000	Committed	Various Programs
Muck Ceramics	\$4,800	Committed	Ceramics Programs
Placentia Foundation	\$1,000	Committed	Staffing
Cal State Peer-to-Peer	\$14,400	In-Kind	Visual Art Programs
Ballet Folklorico Monte Alban	\$14,400	In-Kind	Dance Program
Valenica Peer-to-Peer	14,400	In-Kind	Various Programs
Comic Book HideOut	\$4,800	In-Kind	Comic Drawing Program
Cal State African Studies	\$14,400	In-Kind	African Dance
City of Placentia	\$5,000	Pending	Staffing
OC Community Foundation	\$10,000	Pending	Staffing
Pacific Life Grant	\$15,000	Pending	Various Programs
Picerne Grant	\$24,000	Pending	Visual Art Programs
Rytmo	\$5,000	Pending	Music Program
Subtotal	\$133,200		
Capital Outlays	Amount	Status	Use
Muck cosmetic Renovations	\$10,000	In-Kind	Paint, repairs, etc.
Grand Piano	\$2,000	In-Kind	Piano
Grand Total	\$145,200		

AGREEMENT FOR USE OF CITY FACILITIES

This Agreement for Use of City Facilities (“Agreement”) is made and entered into this 16th day of September, 2014, by and between the City of Placentia, a Municipal Corporation and Charter City (“CITY” hereinafter) and Muckenthaler Cultural Center, a non-profit corporation (“Muckenthaler” hereinafter).

A. Recitals.

- (i) MUCKENTHALER desires to provide arts programs and services to CITY residents.
- (ii) CITY is willing to allow MUCKENTHALER to utilize CITY facilities without facility rental fees for the provision of said programs and services.
- (iii) All legal prerequisites to the making of this Agreement have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and MUCKENTHALER as follows:

B. Agreement.

1. MUCKENTHALER hereby is granted non-exclusive use of the following CITY facilities to conduct arts programs and services for residents at:

- Teen Center, 116 N. Walnut Street
- Kraemer Memorial Park, 201 N. Bradford Avenue

2. Programs and services include MUCKENTHALER’s including, but not limited to: arts programs, dance classes, graphic arts, and music classes, *etc.*

3. CITY will provide use of the above-referenced facilities, including furniture currently in the facilities, for the purpose of providing said programs and services Monday through Friday and occasional weekend and evenings beginning as soon as October 1, 2014. All MUCKENTHALER programs and facility uses will be reviewed, scheduled, and approved by CITY prior to implementation.

4. The use of CITY facilities by MUCKENTHALER shall comply with the requirements of the terms in Exhibit “A” that align with the CITY’s Facility Permit Policy, a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein.

5. MUCKENTHALER will provide qualified staff and volunteers to oversee the implementation of programs and services, will recruit and conduct background checks on all volunteers and staff and will provide program supplies.

6. CITY will provide live scan and background check services to MUCKENTHALER volunteers that are providing services in CITY.

7. MUCKENTHALER 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 MUCKENTHALER of any and all legal costs and attorneys’ fees, in any manner arising out of the acts and/or omissions of MUCKENTHALER pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. Further in that regard, it shall be the sole responsibility and duty of MUCKENTHALER to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorneys’ fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by MUCKENTHALER’s insurance, against the CITY and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of MUCKENTHALER, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

8. MUCKENTHALER shall neither commence services under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall MUCKENTHALER allow any subcontractor to commence services on a subcontract until all insurance required of the subcontractor has been obtained. MUCKENTHALER shall take out and maintain at all time during the term of this Agreement policies of insurance in a form acceptable to the City.

MUCKENTHALER acknowledges and agrees that any actual or alleged failure on the part of CITY to inform MUCKENTHALER 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. MUCKENTHALER may effect for its own account insurance not required under this Agreement.

9. No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by MUCKENTHALER without the prior written consent of CITY.

10. This Agreement may be terminated by MUCKENTHALER upon giving of a 30 day written notice to CITY. CITY reserves the right to reschedule MUCKENTHALER’s use hereunder upon 30 days written notice and may terminate this Agreement upon 30 days written notice.

11. Any and all notices and written communications between the parties hereto shall be addressed as set forth in this ¶ 10. 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: Director of Community Services

To Muckenthaler: Muckenthaler Cultural Center
1201 West Malvern Avenue
Fullerton, CA 92833
Attention: Executive Director

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.

MUCKENTHALER

Zoot Velasco, Executive Director

CITY

Troy L. Butzlaff, ICMA-CM
City Administrator

Approved as to form:

Andrew V. Arczynski,
City Attorney

EXHIBIT A CITY FACILITY USE

The following terms align with the City of Placentia Facility Permit policy and will apply to the Muckenthaler Cultural Center during use of any City Facilities

I. General Use of City Facilities:

- A. Muckenthaler Cultural Center, is categorized as a non-profit non-resident organization, which includes Non-profit organizations, community groups, civic oriented functions. These service organizations reside outside of the City of Placentia boundaries. Groups are required to submit form with State of California Non-profit Tax ID Number.
- B. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal laws, rules, and regulations. Facilities shall not be used for purposes of advancing any doctrine or theory under the Constitution of the United States of America.
- C. The City reserves the right to refuse use of any facility if applicant fails to comply with City Rules and Regulations or if the planned event is not appropriate usage of the facility.
- D. Events / Activities times agreed upon by both MUCKENTHALER and the CITY will be strictly adhered to. MUCKENTHALER shall include time necessary to decorate, set-up, and properly clean-up facility for events / activities. Any problems or questions should be addressed to the City staff. They are available to assist in any way they can, within the limits of the agreement.
- E. Use of facilities adjacent to City Park's will also comply with Park regulations. Park restrooms are open to the public Monday through Friday 7:00am – 4:00pm and weekends 8:00am to dusk. No private vehicle shall be permitted on park premises other than the parking lot.
- F. Any events / activities may be cancelled by the City for a City sponsored program. In the event of such cancellation, notice shall be given as far in advance of the scheduled usage as possible. City facilities are not available for use on City recognized holidays.

II. Supervision of Events and Activities

- A. Designated MUCKENTHALER staff will be considered to be in charge of the event/activities during facility use and must be present during the entire use of the building or facility. This individual will be responsible for the conduct of participants of events / activities and other MUCKENTHALER employees.
- B. It is the responsibility of the user to check with staff to make sure that all conditions of the facility(s) regarding clean-up, any possible damages, and scheduled usage time have met with acceptable standards as established by the City. This must be completed prior to the user leaving the facility at the end of events / activities.

- C. City property must be protected from damage and ordinary precautions for cleanliness maintained. No leftover foods of any kind shall be left on the premises. The facility used must be returned to the condition in which it was found and all lights, faucets and gas connections turned off before the facility is closed. In cases where property has been damaged and abused beyond normal wear, the user is responsible for replacement.
- D. No objects are to be suspended or attached to the ceiling, light fixtures, walls, windows, curtains, etc. unless authorized by City Staff. Nails, staples, tape etc., will not be permitted on these surfaces. No candles, glitter, rice, bird seed, confetti, and other like materials are allowed in or around the facility. All decorations must be flameproof. All decorations for special events / activities must be removed at the conclusion of the event by the user.
- E. Clean-up is the user's responsibility. This includes wiping off table tops, ensuring chairs are clean; removing all trash from floors, wiping off all counter-tops and kitchen equipment, removal of all supplies/food, and ensuring all property/equipment is undamaged. Restrooms must be checked for running water, papers, etc.

III. Compliance with City Municipal Code and Facility Regulations

- A. Noise Level. All noise and amplification must be kept to a reasonable sound level as stated in the Placentia Municipal Code 10.32.030. Reasonable sound level is defined as not to disturb the peace, quiet, and comfort of the neighboring properties or other persons. If volume exceeds a reasonable level as dictated by staff based upon PMC, the deposit will be forfeited and the event will be cancelled immediately.
- B. Alcoholic Beverages & Smoking Regulations. Alcoholic beverages are prohibited in and around all City facilities. Smoking is prohibited in all City facilities. Both regulations will be strictly enforced. All groups must abide by all laws pertaining to smoking, drinking, and illegal drugs. Placentia Municipal Code 14.08.120.
- C. Religious services shall not be held in City owned facilities. This policy applies to all religions and is based upon separation of Church and State found within the United States and California Constitutions.
- D. Any infraction of the rules and regulations shall be cause for refusal of any further use of City facilities.
- E. Any user desiring to charge an admission fee/donation or sell any items, must submit a written request in advance. No monies can be exchanged at the facility without prior written authorization. All fundraising events including raffles or donations must have prior approval from the City.
- F. EXCEPTIONS. There shall be no exceptions to this policy unless authorized by the Director of Administrative Services and Community Services.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: SEPTEMBER 16, 2014

SUBJECT: **APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE PLACENTIA POLICE OFFICERS ASSOCIATION**

FISCAL
IMPACT: EXPENSE: \$9,000 ESTIMATED IN FISCAL YEAR 2014-15

SUMMARY:

The Meet and Confer process between the City and the Placentia Police Officers Association (PPOA) has been concluded. This action approves the Memorandum of Understanding (MOU) with a one-year term expiring June 30, 2015.

RECOMMENDATION:

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

1. Approve the proposed Memorandum of Understanding with the Placentia Police Officers Association; and
2. Authorize the Director of Administrative Services and Finance Services Manager to sign the document on behalf of the City Council and City Administrator.

DISCUSSION:

The MOU between the City and the PPOA expired on June 30, 2014. The Director of Administrative Services and the Finance Services Manager have been in discussion with PPOA Board Representatives over the past two months. With City Council direction, the negotiations process has been successfully completed between the parties. The provisions of the proposed MOU include the following compensation and benefit adjustments:

1. Term of the agreement – July 1, 2014 through June 30, 2015.
2. The medical premium contribution rates will be maintained at the 2014 contribution rates.
3. Effective July 1, 2014, unit employees shall receive longevity pay differential of 2.5% after fifteen (15) years of service.
4. All other terms and conditions of employment shall remain in place, including those in the MOU.

1.j.

September 16, 2014

Upon City Council approval, the PPOA MOU will go into effect on September 16, 2014 with retroactivity to July 1, 2014.

FISCAL IMPACT:

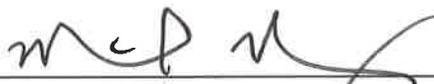
It is anticipated that a cost of approximately \$9,000 will be incurred for Fiscal Year 2014-15.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed by:



Michael Nguyen
Finance Services Manager

Reviewed by:



Damien R. Arruta
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CIM
City Administrator

Attachment:

1. Proposed amendments to the MOU between the City of Placentia and the PPOA

**PLACENTIA POLICE OFFICERS' ASSOCIATION AND CITY OF PLACENTIA
TENTATIVE AGREEMENT
August 20, 2014**

CONDITION: All other terms and conditions of employment shall remain in place, including those in the Memorandum of Understanding.

Term

One year term July 1, 2014 to June 30, 2015.

Medical

Maintain the City's 2014 medical contribution rates for 2015 calendar year.

Longevity

Effective July 1, 2014, unit employees shall receive longevity pay differential of 2.5 % after fifteen (15) years of service. (Previously received after twenty (20) years of service.)

Conditions

(A) The parties understand that the City Council, in Closed Session, reviewed and approved the terms and conditions of the tentative agreement on August 19, 2014.

(B) The parties understand that, if a majority of the PPOA approve the terms and conditions of the tentative agreement, the City Council will consider this agreement for public approval at the City Council meeting on September 16, 2014.

CITY OF PLACENTIA

Stephen D. Pischel

Michael Nguyen

Dated: _____

PLACENTIA POLICE OFFICERS ASSOCIATION

Michael McGill, Esq. Chief Negotiator

Sean Malone, President

Jeff Cover

Daniel Reinker

Jon Ainley

Michael MacCubbin

Dated: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: SEPTEMBER 16, 2014

SUBJECT: **ADOPTION OF RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTION 10.28.010 TO FACILITATE THE PLACENTIA FOUNDERS SOCIETY SPECIAL EVENT SCHEDULED FOR SUNDAY, DECEMBER 7, 2014**

FISCAL
IMPACT: NONE

SUMMARY:

The Placentia Founders Society is a local 501(C)3 nonprofit organization that supports the preservation and promotion of the historic Bradford House. Annually, the Society hosts a "members only" Holiday Party at the Bradford House to celebrate the holidays and thank the members for their contributions over the year. This action approves a Resolution that temporarily suspends a regulatory ordinance section of the Placentia Municipal Code to facilitate the Placentia Founders Society special event.

RECOMMENDATION:

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

1. Adopt Resolution No. 2014-___, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society special event scheduled for December 7, 2014.

DISCUSSION:

The Placentia Founders Society hosts their annual "members only" Holiday Party at the historic Bradford House each December. This year's event is scheduled for Sunday, December 7, 2014 from 4:00 p.m. to 7:00 p.m. The Holiday Party is an invitation only event with only members and their guests permitted to attend. Estimated attendance is expected to be between 50 and 75 members. Appetizers and a selection of beverages including wine are served.

1.k.

September 16, 2014

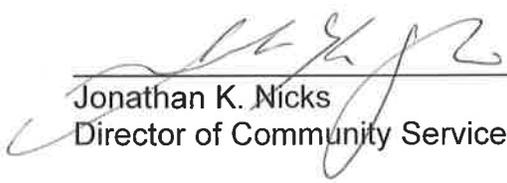
In order to serve wine at the event, Section 10.28.010 of the Placentia Municipal Code, which prohibits the consumption of alcohol on public property, will need to be temporarily suspended by the City Council during the three-hour event.

FISCAL IMPACT:

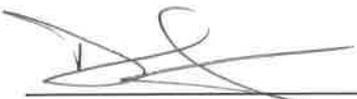
None

Prepared by:

Reviewed and approved:



Jonathan K. Nicks
Director of Community Services



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment:

1. Resolution No. R-2014-___, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society special event scheduled for December 7, 2014.

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTION 10.28.010 OF THE PLACENTIA MUNICIPAL CODE TO FACILITATE THE PLACENTIA FOUNDERS SOCIETY SPECIAL EVENT SCHEDULED FOR DECEMBER 7, 2014.

A. Recitals

The City Council of the City of Placentia, California (the "City") hereby finds, determines, declares, and resolves as follows:

(i) The City of Placentia adopted Ordinance No.0-2008-10 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; and

(ii) The City Council finds that certain events of public interest may benefit the City, including recognition of historical landmarks and community volunteers, by generating favorable publicity, and by enhancing a marketable image for the City.

B. Resolution

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placentia does hereby declare that:

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

2. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Placentia Founders Society holiday event at the Bradford House on Sunday, December 7, 2014 from 4:00 p.m. to 7:00 p.m.

3. The specified section of the Placentia Municipal Code (Section 10.28.010) shall remain in full force and effect throughout the remainder of the City.

4. PASSED and ADOPTED this 16th day of September, 2014.

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 regular meeting of the City Council of the City of Placentia, held on the 16TH day of September, 2014, 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
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: SEPTEMBER 16, 2014
SUBJECT: **ADOPTION OF RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 FOR THE OPERATION OF THE LAS POSADAS AND TAMALES FESTIVAL SCHEDULED FOR WEDNESDAY, DECEMBER 10, 2014**

FISCAL
IMPACT: EXPENSE: \$8,500 (ESTIMATED)
REVENUE: \$8,500 (REIMBURSEMENT FROM PLACITA SANTA FE MERCHANTS)

SUMMARY:

The Placita Santa Fe Merchants Association (Merchants Association) is planning to hold the annual Las Posadas and Tamale Festival on Wednesday, December 10, 2014 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 \$8,500 and the Merchants Association has committed to reimburse the City for these costs. This item requests the adoption of a resolution temporarily suspending certain regulatory ordinances to allow the Las Posadas and Tamale Festival to be held on December 10, 2014.

RECOMMENDATION:

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

1. Provide approval for the Placita Santa Fe Merchants Association to hold the Las Posadas and Tamale Festival on December 10, 2014, 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. 2014-___, A Resolution of the City Council of the City of Placentia, California, authorizing the Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Las Posadas and Tamale Festival on December 10, 2014 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.

1.1.

September 16, 2014

DISCUSSION:

The Las Posadas and Tamale Festival will celebrate it's 20th anniversary on Wednesday, December 10th 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 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 Placentia 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.

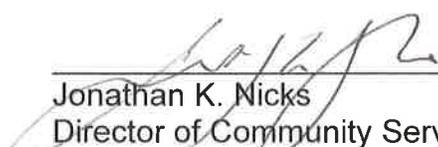
The attached Resolution temporarily suspends the two sections of the Placentia Municipal Code to facilitate the event.

FISCAL IMPACT:

Estimated cost for Police, Public Works, and Community Services personnel and equipment that will be needed for the Las Posadas event is \$8,500. 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:

Reviewed and approved:


Jonathan K. Nicks
Director of Community Services


Damien R. Arrula
Assistant City Administrator

Reviewed and approved:


Troy L. Butzloff, ICMA-CM
City Administrator

Attachments:

- 1. Request for Continued Support of Tamale Festival & Las Posadas 2014
- 2. Resolution No. R-2014-___, A Resolution of the City Council of the City of Placentia, California, authorizing the Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Las Posadas and Tamale Festival on December 10, 2014 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.



June 10, 2014

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/Holiday Tree
Lighting 2014 in the Downtown**

The Placita Santa Fe Merchants are very pleased and excited to announce the upcoming 20th Annual Tamale Festival and Las Posadas on Wednesday, December 10th, 2014, 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 once again a great success for our community and we received nothing but positive remarks!

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 the downtown merchants and together we have achieved 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, Dia de Los Muertos 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 service for the Annual Tamale Festival and Las Posadas.

DESCRIPTION OF EVENT:

20th ANNUAL TAMALES FESTIVAL AND LAS POSADAS & HOLIDAY TREE LIGHTING

DATE: Wednesday, December 10, 2014

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
- 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

20th Annual Tamale Festival and Las Posadas

RESOLUTION NO. R-2014-

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 10, 2014 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 10, 2014, 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 10, 2014, 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 16th day of September 2014.

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 16th 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

VIA: CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: SEPTEMBER 16, 2014

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONTRACT TO CHI CONSTRUCTION FOR PUBLIC ALLEY WAY AND RELATED IMPROVEMENTS**

FISCAL
IMPACT: EXPENSE: \$108,244.50 FOR CONSTRUCTION SERVICES
OFFSETTING REVENUE: \$108,244.50 GAS TAX
BUDGETED: \$108,244.50 (ACCOUNT NO.: 333552-6185 J/L 61132)

SUMMARY:

On December 17, 2013, the City Council approved an agreement to acquire property located at 235 South Bradford Avenue. The purpose of the property acquisition was to make certain improvements to the public alley way between Bradford Avenue and Main Street, as well as to construct a public parking lot that is connected to the alley way to provide for additional downtown parking. This action will approve plans and specifications, and award a contract to CHI Construction, in the amount of \$94,125.65 to make certain improvements to the public alley way and to construct a new public parking lot at 235 South Bradford Avenue .

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve plans and specifications prepared by Willdan Engineering dated August 6, 2014, for the Public Alley Way and Placentia Parking Lot, 235 South Bradford Avenue Project; and
2. Accept the proposal submitted by CHI Construction, the lowest responsive and responsible bidder, in the amount of \$94,125.65, and award them a construction contract; and
3. Reject all other bids; and
4. Adopt Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$108,244.50 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
5. Authorize the City Administrator to execute documents on behalf of the City, in a form approved by the City Attorney; and

1.m.

September 16, 2014

6. 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 \$14,118.85 (15% of the project construction contract amount).

DISCUSSION:

There is difficulty maneuvering through public alleys and a finite amount of public parking in the City's downtown area. Parking shortages and challenging ingress and egress from public alley ways, result in limited parking for downtown patrons which in turn discourages future visits and creates needless road congestion and pollution. Moreover, the lack of available parking and confusing public alley ways are major deterrents in attracting new businesses to open in the downtown area. The planned development of the downtown Metrolink Station will further exacerbate the parking shortfall and increase traffic flow to the area. The public alley way and parking lot improvements include: resurfacing of the public street; adding improved drainage for the alley; landscaping and aesthetics; and lighting. The construction of the parking lot will provide an additional twelve (12) parking stalls in the downtown area, assisting in its revitalization which will generate economic growth and prosperity for the community. The public alley way and parking lot improvements also allow for efficient access from Bradford Avenue to Main Street. The project components will be used as a standard for consistency as it relates to future infrastructure improvements for the downtown and Metrolink Station area. Future improvements in the area will include similar aspects of lighting, vegetation and other aesthetics.

This project was advertised on August 15, 2014, and August 22, 2014. Bids for construction were received on September 4, 2014. The bid summary is as follows:

CONTRACTOR	BID
CHI Construction	\$94,125.65
Hillcrest Contracting	\$124,400.00
GMC Engineering, Inc.	\$134,607.00
Excel Paving Company	\$140,495.00
Terra Pave, Inc.	\$143,775.00
Horizons Construction	\$162,243.00
All American Asphalt	\$166,880.50
Heathcote Geotechnical	\$171,828.85
Vido Samarzich, Inc.	\$174,780.00
United Paving Company	\$175,789.08
ABNY General Engineering	\$196,890.00

After reviewing and evaluating the bids in the context of the Public Alley Way and Placentia Parking Lot 235 South Bradford Avenue Project requirements, it is recommended that the City Council award the contract to The lowest, responsive bidder, CHI Construction, is based in Anaheim, California.

Their proposal, references, and qualifications have been reviewed and accepted by City Staff. The construction period is scheduled for twenty (20) working days which will begin once all contract documents have been executed and a notice to proceed has been issued.

FISCAL IMPACT:

This project, which will improve access from Bradford Avenue through the public alley way to Main Street, as well as enhance traffic flow along the City's streets and highways system, is eligible for gas tax funds. No General Fund dollars will be used in the funding of this project.

Prepared by:

Reviewed and approved:



Michael McConaha
Public Works Manager

Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Proposal from CHI Construction
2. Budget Amendment Resolution
3. Construction Agreement

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014/15 IN THE AGGREGATE AMOUNT OF \$108,244.50 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2014/15 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 2014/15, Resolution No. R-2014-37, 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 Account #	Amount	Type
CIP	Construction	Public Works	333552-6185 JL 61132	108,244.50	Expense
CIP	Transfer-In - Gas Tax		339999-7010	108,244.50	Revenue
Gas Tax	Transfer out - CIP		179999-8033	108,244.50	Expense
Gas Tax	Fund Balance		0017-3001	(108,244.50)	Fund Bal

PASSED, ADOPTED AND APPROVED this 16th day of September, 2014.

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 16th day of September, 2014 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

SECTION C

PROPOSAL

for the

**PLACENTIA PARKING LOT
235 S. BRADFORD AVENUE**

CITY PROJECT NO. 61132

in the

CITY OF PLACENTIA

**TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF
PLACENTIA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of PLACENTIA. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 20 working days, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions 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 guaranty 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 DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will readvertise the project. 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 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 BOND 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 shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

**PLACENTIA PARKING LOT
235 S. BRADFORD AVENUE
CITY PROJECT NO. 61132**

BID ITEMS

ITEM NO.	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	1	LS	5000	5000.35
2	Unclassified Excavation	180	CY	73.65	13257.00
3	Traffic Control	1	LS	1500	1500
4	Construct 4" AC Pavement	120	TON	200	24000.00
5	Construct 8" Crushed Miscellaneous Base	120	CY	39.80	4776.00
6	Construct Type A1-6 Curb	204	LF	18.10	3692.40
7	Construct Type A2-6 Curb	8	LF	30.75	246.00
8	Construct 4" Thick PCC Sidewalk	40	SF	12.50	500.00
9	Construct 6" Thick PCC Driveway	120	SF	18.00	2160.00
10	Construct Trash Receptacle	1	EA	1500	1500.00
11	Construct Masonry Block Wall on Trench Footing	733	SF	24.75	18141.75
12	Install Ivy-It, Synthetic Ivy and Vine System, or Approved Equal	733	SF	12.50	9162.5
13	Install 3/4" Copper Water Service Line	28	LF	30.00	840
14	Install Water Meter Box (Traffic Box)	1	EA	350.00	350.00
15	Signing and Striping	1	LS	2500	2500.00
16	Lighting	1	LS	6500.00	6500.00

BID SCHEDULE - TOTAL PRICE \$ 94126.00

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: NINETY FOUR THOUSANDS ONE HUNDRED TWENTY SIX DOLLARS & ZERO CENTS

AGREEMENT

PLACENTIA PARKING LOT 235 S. BRADFORD AVENUE CITY PROJECT NO. 61132

THIS AGREEMENT is made and entered into this 16th day of September, 2014, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and CHI Construction, INC., a 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 City Engineer, without whose decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the City Engineer 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:

**PLACENTIA PARKING LOT 235 S. BRADFORD AVENUE
CITY PROJECT NO. 61132**

4. Plans and Specifications.

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

PLACENTIA PARKING LOT 235 S. BRADFORD AVENUE

The 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. The Contractor shall complete the work within **twenty (20) working days** after said Notice to Proceed, 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 City's 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 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, 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 Engineer, 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'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.

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's City Engineer 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 determined that the provisions of California Labor Code section 1774 do not apply.

B. 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.

C. 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.

D. 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, procurement 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.

qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties 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 insure 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 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 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, ICMA-CM
City Administrator

ATTEST:

By: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V, Arczynski,
City Attorney

CONTRACTOR

By: _____
President

By: _____
Vice-President



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**
2. **Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:

- provide statutory requirements of the State of California; and
- include \$1,000,000 Employer's Liability.

4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:

- cover liability for malpractice or errors and omissions made in the course of rendering professional services.
- **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Placentia; or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *"The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds" with respect to general liability and automobile liability policies ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).*

2. *“This insurance is primary and non-contributory over any insurance or self-insurance the City may have”* (“as it relates to a specific contract” or “for any and all work performed with the City” may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

“This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.”

3. *“The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”* Language such as, “endeavor to” mail and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be crossed out. **See Example B below.**

The Workers’ Compensation and Employers’ Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor’s obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

Example C:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

G. Alternative Programs/Self-Insurance. Under certain circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a waiver or modification will be reviewed and a final determination rendered by the Risk Manager.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: PUBLIC WORKS MANAGER
DATE: SEPTEMBER 16, 2014
SUBJECT: **PURCHASE OF CRAFCO CRACK SEALER**

FISCAL
IMPACT: EXPENSE: \$30,417.29
BUDGETED: \$30,417.29 GAS TAX FUNDS (ACCOUNT NO.:173552-6840)

SUMMARY:

Due to budgetary constraints the City is unable to fund an annual maintenance program for its streets and highways. As a result, many streets are cracking which leads to further deterioration and costly reconstruction repairs. To help mitigate the rate of deterioration, the City can perform routine crack sealing of the street which prevents moisture from entering the asphalt. Unfortunately, the City does not currently have a crack sealer. This action will approve the purchase of a crack sealer from Crafcoc including trailer, hooks and hitches for a total price of \$30,417.29.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the purchase of a Crack Sealer from Crafcoc in the amount of \$30,417.29; and
2. Adopt Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, Authorizing a budget amendment in Fiscal Year 2014-15 in aggregate amount \$30,417.29 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures

DISCUSSION:

The City would normally perform annual slurry and crack sealing as part of an annual maintenance program. Unfortunately, due to budget constraints the City's annual maintenance program has been severely reduced. The lack of annual maintenance has caused many streets to crack allowing moisture to penetrate under the asphalt causing deterioration in the street's integrity, which ultimately costs more to rehabilitate. To help mitigate deterioration of our streets the City has been exploring the purchase of a crack sealer that it can use to periodically perform

1.n.

September 16, 2014

routine crack sealing of the streets. City Staff solicited quotes for crack sealers from several vendors and recommends the purchase from Crafc0 being the lowest proposal received.

FISCAL IMPACT:

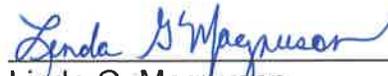
The purchase of a crack sealer was included in the City's Capital Improvement Program. The purchase of a crack sealer is eligible for local gas tax funds as it will improve the condition of the City's local streets. No General Fund dollars will be used to purchase the crack sealer.

Prepared by:

 *for M. McConaha*

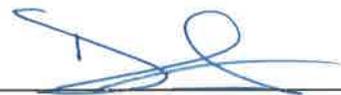
Michael McConaha
Public Works Manager

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Crafc0 Crack Sealer Quote
2. Budget Amendment Resolution No. R-2014-____, A Resolution of the City Council of the City of Placentia, California, Authorizing a budget amendment in Fiscal Year 2014-15 in aggregate amount \$30,417.29 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures



QUOTE #

CZRNQ1761

14142 Whittram Ave.
 Fontana, CA 92335
 (909) 822-6822 (800) 762-3748
 FAX: (909) 822-2762

Date Quoted 7/17/2014
 EXPIRATION DATE: 9/30/2014

Quote To: Account Code: Ship To:

Placentia, PW
Joel Cardenas
 2999 E. La Jolla Rd (corp yard)
 Anaheim, CA 92806
 United States of America

Placentia, PW
 2999 E. La Jolla Rd (corp yard)
 Anaheim, CA 92806
 United States of America

Phone: 714-993-8131
Fax: 714-920-8859
Email: jcardenas@placentia.org

Joel Cardenas
 714-993-8131 jcardenas@placentia.org

Project Title: SS60P

Bid Date:
Bid Number:
Project Start Date:
Ship Before: 9/30/2014
Quote Effective Dates: 7/17/2014 TO 9/30/2014

Terms: NET 30
F.O.B.: ORIGIN/PREPAID/CHARGED BACK
Ship Via: Truck/Common Carrier
Salesman Code:
Quoted By: Candace Carlson
Region Code: WR4

Estimated Time to Ship After Receipt of Order: quoted at time of order

Customer: Placentia, PW

Quote Number CZRNQ1761

Project Title: SS60P

Date 07-17-14

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
43300	SS60 MELTER REV.Q	EA	1	\$27,502.5000	\$27,502.5000
20014	3" PINTLE HITCH REV.D	EA	1	\$142.8000	\$142.8000
24074	6 WIRE TRAILER CONN. REV B.	EA	1	\$64.7800	\$64.7800
26119	3/8 HOOK W/SAFETY LATCH REV.A	EA	2	\$65.0000	\$130.0000

Sales Tax \$2,227.21
Sub Total \$27,840.08
Shipping Charges \$350.00
Total \$30,417.29

COMMENTS:

One year warranty at time of delivery. Training provided at no charge.
 FOB - Chandler AZ

NOTE: Quantities may be limited at CrafcO's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms. Pricing and availability are subject to change without notice.

FOB DEFINITIONS:

O/PPD/NC Origin/Prepaid/No Charge - CrafcO will pay all shipping charges.

O/COL Origin/Collect - Freight charges will be collected by the freight carrier at the delivery point.

O/PPD/CB Origin/Prepaid/Charge Back - CrafcO will pay the shipping charges and charge it to the customer including drop charges and other charges that apply.

O/PPD/Fixed/CB Origin/Prepaid/Charge Back - CrafcO has quoted a fixed freight cost that will be added to the invoice plus drop charges that apply.

THIRD PARTY - Freight charges are billed direct by the freight company to an account set up by the customer.

Customer responsible for unloading all deliveries.

Minimum 4 pallet orders of HP patching material, cold pour loop sealant and any hot pour sealants or adhesives are delivered free of charge. Less than 4 pallet orders incur a \$200 delivery charge. Delivery is to one location within Los Angeles, San Diego, Orange, and Imperial, western Riverside, and western San Bernardino Counties. Locations in Eastern Riverside and San Bernardino Counties beyond the radius of Palm Desert, Twenty-nine Palms and Barstow will incur an additional \$200 delivery charge on all orders, i.e. if customer has 4 pallet minimum order. the freight charge would be \$200, if customer has less than 4 pallet minimum order the freight charge would be \$400. Other Counties will be quoted a delivery rate for each order.

For Delivery to one location within Ventura and Santa Barbara Counties Minimum 5 pallet orders of HP patching material, cold pour loop sealant and any hot pour sealants or adhesives are delivered free of charge. Less than 5 pallet orders incur a \$200 delivery charge..

Minimum 6 pallet orders of SC800 or Perma Repair cold patch materials are delivered free of charge. Less than 6 pallet orders incur a \$200 delivery charge. Delivery is to one location within Los Angeles, San Diego, Orange, Imperial, Riverside, Ventura and Santa Barbara Counties. Other Counties will be quoted a delivery rate for each order.

Minimum 3 drums (150 gal.) or thirty 5-gallon pails (150 gal.) orders of silicone sealant delivered free of charge. Less than 150 gallon orders incur a \$200 delivery charge. Delivery is to one location within Los Angeles, San Diego, Orange, Imperial, Riverside and San Bernardino Counties. Other Counties will be quoted a delivery rate for each order.

Pavement Preservation Products Restocking Policy

CrafcO will only accept the return of products that have been authorized in writing in advance. To obtain authorization contact your customer service representative. A written authorization will be faxed or emailed to you. A copy of the RETURN AUTHORIZATION must accompany the material being returned.

Not all products are returnable. Products that have a shelf life or are considered made to order or special order may not be returned. No used parts may be returned.

All returns are subject to restocking charges.

All products returned must be in the original packaging and be in good and salable condition. CrafcO reserves the right to charge repackaging charges in addition to restocking charges.

Restocking Charges

PARTS (*) 15%

EQUIPMENT Non Returnable

SEALANT (*) 25%

SILICONE Non Returnable

GEOCOMPOSITES Non Returnable

MASTIC (*) 25%

POLYPATCH (*) 25%

TECHCRETE (*) 25%

OTHER STANDARD INVENTORIED ITEMS (*) 25%

CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING COSTS ON RETURNED MATERIALS.

(*) Not all purchases are returnable. Any part or product that is non-standard or obsolete is not returnable. Request information on the acceptability for returns for any specific product when ordering.

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014/15 IN THE AGGREGATE AMOUNT OF \$30,417.29 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2014/15 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 2014/15, Resolution No. R-2014-37, 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 Account #	Amount	Type
Gas Tax	Mach & Equipment	Public Works	173552-6840	30,417.29	Expense
Gas Tax	Fund Balance		017-3001	(30,417.29)	Fund Bal

PASSED, ADOPTED AND APPROVED this 16th day of September, 2014.

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 16th day of September, 2014 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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: PUBLIC WORKS MANAGER
DATE: SEPTEMBER 16, 2014
SUBJECT: **AWARD CONTRACT FOR STREET SWEEPING SERVICES**

FISCAL
IMPACT: EXPENSE: \$178,868.03
OFFSETTING REVENUE: \$178,868.03
BUDGETED: \$178,868.03 (ACCOUNT NO.: 374387-6099)

SUMMARY:

In an effort to minimize costs and increase efficiency, the City began outsourcing street sweeping services in 2009. The City's current contract with Athens Services for street sweeping services expires in September. To evaluate the cost effectiveness of the current contractor, the City issued a Request for Proposals (RFP) to fifteen (15) firms. In response to its RFP, the City received five (5) proposals. This action will award a contract for street sweeping services to Athens Services.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a contract for street sweeping services to Athens Services, in an annual amount not-to-exceed \$178,868.03, for an initial three (3) year term with two (2) additional one (1) year extensions at the discretion of the City Administrator; and
2. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

The City has contracted for street sweeping services since 2009. Although street sweeping was initially performed weekly, due to budget constraints, service was reduced to twice a month. The current contract for street sweeping services expires at the end of September. As contracts come to an end, it is standard practice to evaluate the programs and services provided by the existing contractor to determine if the City is receiving the best value and to explore cost reduction opportunities.

1.o.

September 16, 2014

To this end, the City issued a Request for Proposal (RFP) publicly on the City's website and sent the RFP directly to fifteen (15) firms desiring to compete for this work. At the deadline of July 17, 2014, five (5) complete proposals were received. An evaluation panel was selected to rate proposals according to the following criteria: (A) The firm's background and experience, (B) technical evaluation, (C) cost of services, and (D) management plan. After review of the RFP's and discussion amongst the panel, the top four (4) firms were selected for interviews. As a result of this extensive process, the panel ranked Athens Services as the highest proposer for street sweeping services. Athens Services is a West Covina based firm that has been providing solid waste collection and disposal services for over fifty (50) years and street sweeping services for twenty-two (22) years. Athens Services is the City's current provider and also provides street sweeping services for the communities of San Marino, South Pasadena, Sierra Madre, Covina, Azusa, Monterey Park, Glendora, Temple City, Rowland Heights, and San Gabriel. Athens Services is also in various stages of negotiation with the cities of Pomona, South El Monte, and San Fernando.

Athens Services is experienced in providing street sweeping services to public agencies and has provided an excellent service to the City at a very reasonable cost. Most complaints received by the public are based on City enforcement actions during street sweeping periods or the public's misunderstanding of current sweeper technology. Modern sweepers do not leave trails of water behind, but are able to pick up debris left in the gutters using advanced technology. Based upon Athens Services current services provided to the City, submitted materials within the RFP process, interview feedback received from the scoring panel, and lowest annual cost, it is recommended that the City Council award the street sweeping services contract to Athens Services.

FISCAL IMPACT:

The estimated annual cost is based on approximate curb miles to be swept. The five (5) complete proposers submittals are outlined below.

- | | |
|--|--|
| 1. Athens Services- \$178,868.03,
\$85 per hour call outs | 3. Dickson - \$252,628.49, \$115 per
hour call outs |
| 2. Sunset Property Services –
\$220,361.99, \$175 per hour call | 4. Clean Street-\$216,529.57, \$95
per hour call outs |
| | 5. Webco- \$386,653.97, \$120 per
hour call outs |

As illustrated above, Athens Services provided the best overall value for the City. Payment will only be made for actual curb miles swept. Exact measurements will be made and reconciled with invoices via required installation of GPS equipment on contract sweepers that record date, time, vehicle speed, location, when brooms are up or down, and whether dust control spray equipment is active. Athens Services is proposing a curb mile price of \$23.65 per curb mile for bi-monthly service. The recommended contract amount for bi-monthly service is \$178,868.03 per year. Athens will provide the City with up to four (4) special event sweeping services at no

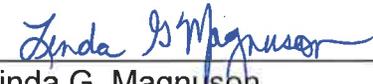
additional cost to the City. In addition, Athens Services has agreed to sweep the City's fifteen (15) parking lots weekly at no charge.

Prepared by:



Michael McConaha
Public Works Manager

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment:

1. Street Sweeping Services RFP
2. Street Sweeping Services Agreement

CITY OF PLACENTIA

PUBLIC WORKS DEPARTMENT



REQUEST FOR PROPOSAL

PW-14-01

CITYWIDE STREET SWEEPING SERVICES

JUNE 2014

CITY OF PLACENTIA
REQUEST FOR PROPOSAL
PW-14-01

ABOUT THE CITY

The City of Placentia is located in Northern Orange County and encompasses approximately 7.1 square miles. The City, home to approximately 51,000 residents, is primarily a bedroom community with over 63% of its land area zoned residential, 10% zoned manufacturing, 5% commercial and the remainder of land area consisting of schools, open space, and public right-of-way. Placentia was incorporated in 1926.

The proposer's principal contact with the City of Placentia will be the Public Works Manager (or designated representative) who will coordinate assistance to be provided by the City..

City Hall is located at 401 East Chapman Avenue, Placentia, California 92870. The Public Works telephone number is (714) 993-8131, and the fax number is (714) 961-0283. The City website address is: www.placentia.org. The entire Request For Proposal No. PW-14-01 is available for download at the City's website address.

**CITY OF PLACENTIA
NOTICE INVITING SEALED PROPOSALS
PW-14-01**

NOTICE IS HEREBY GIVEN that separate sealed proposals will be received in the Office of the Public Works Director, until **2:00 p.m. on Thursday, July 17, 2014** for provision of the following:

CITYWIDE STREET SWEEPING SERVICES

Detailed information and specifications regarding the Request For Proposal (RFP) may be obtained from the Engineering Division of the Public Works Department, 401 East Chapman Avenue, Placentia, California, 92870, or may be downloaded from the City of Placentia Website at www.placentia.org. If taken from the City's website, it is the responsibility of the proposer to monitor the site for any addendums to the bid. Said specifications, proposal forms and contract documents are hereby referred to and incorporated herein, and made a part hereof by reference and all proposals must strictly comply therewith. All proposals must be on forms furnished by the City, sealed and clearly identified by proposal number, proposer name, and address.

The award, if made, will be made to the most qualified proposer having the most responsible and responsive proposal. The City of Placentia reserves the right to reject any and all proposals and to waive minor irregularities. No proposal surety is required.

The City of Placentia hereby notifies all proposers that it will ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration of the award.

Proposal Submittal Section

**City of Placentia
Public Works Department
Request for Proposals
City-wide Street Sweeping Services
PW-14-01**

General Information

Notice is hereby given that proposals will be received in the Office of the Public Works Manager at City Hall, 401 East Chapman Avenue, Placentia, CA 92870 until **2:00 p.m. on July 17, 2014**. Four (4) copies of a firm's proposal are required.

- A. Request for Information – All correspondences and questions regarding this RFP are for clarification purposes only and are to be directed by e-mail to: Michael McConaha, Public Works Manager, at mmcconaha@placentia.org. The deadline to submit questions will be 5:00 P.M. on July 3, 2014. They may also be mailed to: Michael McConaha, Public Works Manager, 401 East Chapman Avenue, Placentia, CA 92870.
- C. Submission Deadline – Proposals must be received, in a sealed envelope with the words "STREET SWEEPING SERVICES", PW 14-01 clearly labeled along with the name and address of the firm, by the City Clerk's Office at City Hall 401 E. Chapman Avenue, Placentia, CA 92870 by **2:00 p.m. on July 17, 2014**.
- D. Late Submittals – It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by via facsimile or electronic mail.
- E. Withdrawal or Modifications – A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline. All proposals shall remain firm for sixty (60) days following the closing date for receipt of proposals.

- F. Addenda – In the event that any portion of this RFP is changed, the City will provide addenda via the City's website at www.placentia.org under the Current RFPs Section of the City's website. To register to receive addenda directly please send your contact information including e-mail address to Michael McConaha at mmcconaha@placentia.org. The signed addenda must be included with the submittal. Submittals received without the applicable addenda may be rejected as incomplete.
- G. Responsiveness – All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive.

The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

- H. Costs – The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost. The costs incurred by the Proposer in preparing and responding to this RFP are non-refundable.
- I. Legal Authorization – All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.
- J. Conflict of Interest – Proposer is required to issue a brief statement disclosing potentially conflicting interests including:
 - a. Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City; and
 - b. Consulting services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.
- K. Rejection of Submittals – The City reserves the right at its sole discretion to reject any and all submittals received without penalty as result of this RFP.
 - a. A proposal may be immediately rejected if:
 - i. It contains misrepresentative or misleading information;

- ii. It is received at any time after the exact date and time set for receipt of proposals;
 - iii. It does not meet the required specifications or terms and conditions as prescribed;
 - iv. It is not prepared in the format outlined in this RFP;
 - v. It is signed by an individual not authorized to represent the Proposer;
 - vi. Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal;
 - vii. Any other reason in the City's sole and absolute discretion.
- L. No Guarantee of Contract – No guarantee is made that any contract will be awarded in response to this RFP.
- M. Insurance Coverage – If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.
- N. Sub-consultants – Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of sub-consultants.
- O. Acceptance of Conditions – Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document which shall be submitted with the proposal.
- P. Public Record – All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages of proprietary. With respect to information deemed proprietary, the procedures set forth under

subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

- Q. Right to Request Additional Information – During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- R. Additional Services – The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP, however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.
- S. Conflict of Interest – By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- T. Confidential Information – City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public, (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code Section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by

the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (iii) ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

- U. Error in Submitted Proposals – If an error is discovered in a Contractor's proposal, the City may, at its sole option, retain the proposal and allow the proposer to submit certain arithmetic corrections. The City may, at its sole option, allow the Contractor to correct obvious clerical errors. In determining if a correction will be allowed, the City will consider the conformance of the proposal to the format and content required by this RFP, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

Terms and Conditions

- A. Certification – By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.
- B. Reserving Rights – The City reserves the right to reject any and all proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.
- C. Assignment and Guarantee – No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.

- D. Financial Responsibility for Proposal Costs – The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.
- E. Clarification – Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to Michael McConaha, Public Works Manager at mmconaha@placentia.org. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.
- F. Discrimination – The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.
- G. Indemnification – Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFP.
- H. Gratuity Prohibition – Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.
- I. Contract Provisions – If a contract is awarded, the selected Contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. See Attachment “D” - Sample Contract for provisions. Exceptions will not be granted.
- J. If awarded, the contract will be made in the best interest of the City with the Proposer that, in the City’s judgment, provides the best value to the City based on the following factors: firm’s background, ability to provided requested services, and experience in providing street sweeping services, cost, and ability to meet all contract requirements.
- K. Selection will be made by a selection committee on the basis of the proposals submitted and interviews conducted with the most qualified proposers.

Project Description

The proposal is for street sweeping services throughout the City of Placentia.

Examination of RFP Documents

By submitting a response, the Proposer represents that the proposed project and the contents of this RFP have been thoroughly examined and the Proposer is able to perform quality work to achieve the City's objective.

Work Standards

Proposers are advised that all work to be conducted under the contract to be entered into pursuant to this RFP shall be completed in accordance with the California Environmental Quality Act and in accordance with all other applicable local, state and federal laws, rules and regulations.

Pre-Contractual Expenses

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer, which may include, but not be limited to:

- a. Submitting the proposal to the City;
- b. Negotiations with the City on any matter related to the RFP;
- c. Any other expenses incurred by the Proposer prior to reaching agreement and date of award of proposed contract.

Presentation

Proposals shall be typed and submitted on 8 ½" x 11" size paper, using a simple method of fastening.

Proposal Content

Proposals shall be to the point and contain only relevant information. Factors to be considered include the following:

- 1. Background and Experience of Proposer 35%**
 - A. Length of time the proposer has been providing street sweeping services.
 - B. List of all Cities currently contracted with.
 - C. Provide three (3) detailed City references.
 - D. Qualifications of firm.
 - E. Number of employees.
 - F. Age and type of sweeping equipment.
 - G. Ability to meet 24 hours availability requirement.
 - H. Employee training program.
 - I. Dependability of past service (relations with existing accounts).
 - J. Condition of equipment.

- 2. Technical 25%**
 - A. Ability of the proposer to provide immediate response.
 - B. Proposer's understanding of the scope of work.
 - C. Qualifications and experience of Proposer's personnel assigned to the contract.
 - D. Ability of Proposer to maintain equipment in good, clean working condition (mechanical systems and appearance).
 - E. Identify other similar street sweeping service contracts the proposer is currently performing. List at least 5 and no more than 20 municipal agencies for which the Proposer is currently providing street sweeping services.
 - F. Completeness and presentation of proposal packet.

- 3. Cost Estimate 15%**
 - A. Is the estimate adequate to provide specified equipment?
 - B. Is the estimate adequate to enable proposer to meet personnel and operations costs?
 - C. Does the estimate provide adequate supervision?
 - D. Are the proposed rates competitive with the average market rates for similar services?

4. Management Plan

25%

- A. How will Proposer work with the City's waste hauler to provide the most effective service to the community?
- B. What type of technology does the Proposer plan to use in providing services?
- C. What innovations will Proposer incorporate to improve service within the community?
- D. Describe process the Proposer will follow in responding to complaints.
- E. Describe methodology Proposer will use in preparing monthly invoices that will ensure City will only be charged for services provided.
- G. Describe the Proposer's plan for refueling the alternative fuel equipment.

EVALUATION AND SELECTION PROCESS

The City will review proposals and interview the most qualified proposers (see Rating Scale on page 25).

A. Submittal Review

Each submittal package will be reviewed to determine if it complies with and contains all information required by this RFP. Failure to meet the requirements may be cause for eliminating the submittal from further consideration.

B. Submittal Evaluation

An Evaluation Committee will review and evaluate those submittals complying with the requirements of the proposal. The qualifications, based on the evaluation, will focus on the major items as noted in the evaluation criteria.

C. Selection

Based on the Committee's evaluation and utilizing the proposal scoring method of each firm's written proposal, the firms will be ranked by the Evaluation Committee. The most qualified firm will be selected and a contract negotiated.

PROPOSAL SUBMITTAL INFORMATION

A. Proposal Submittal

The proposal shall be submitted no later than **2:00 p.m. on July 17, 2014** and be addressed as follows:

City of Placentia
Public Works Manager
401 East Chapman Avenue
Placentia, CA 92870

B. Sealed Envelope Proposal

The envelope must contain four (4) copies of the proposal and be clearly marked as "**STREET SWEEPING SERVICES**", **PW-14-01**, (one marked "original" and three marked "copy") and should include all responses related to the proposal. This envelope must also include four (4) separate, sealed, envelopes containing all fee information and the Non-Collusion Affidavit as requested in the Request for Proposal and be clearly marked as "Pricing" portion of the request.

C. Late Submittals

Submittals are considered late if received at any time after **2:00 p.m. on July 17, 2014**. Late submittals will not be considered.

D. Tentative Schedule

Date of Notice Inviting Proposals:	June 23, 2014
Proposal Submittal Deadline:	2:00 p.m. on July 17, 2014
Anticipated Award of Contract:	August 17, 2014
Estimated Contract Start Date:	October 1, 2014

Scope of Services

The selected Proposer shall use and furnish at its own expense all labor, equipment and materials necessary for the satisfactory performance of the street sweeping, sidewalk and parking lot sweeping work set forth herein. After sweeping, curbs and gutter shall be left in a clean condition (free from residue). The selected Proposer shall make as many passes as are necessary to leave the streets in clean condition. The selected Proposer shall maintain a log that indicates dates, times, streets and miles swept. The log shall be available for the inspection of the Public Works Director or his designee.

A. Sweeping services will include the following: All indicated miles are areas / properties with curb and gutter. All properties without curb and gutter have not been included. The City of Placentia only pays for areas that have curb and gutters (True Curb Miles) (TCM) and the sweeping of other areas is done so without compensation. All areas below are average daily miles. The contractor selected will be required to verify exact curb mileage. The City's estimated total curb miles swept are 417 miles and includes medians. All miles under this agreement are true curb miles, curbed or un-curbed.

1. The following residential streets and all arterial streets located in Attachments A and B shall be swept on **bi-monthly** basis.
2. All City Facility and Park Parking lots shall be swept on a **weekly** basis. There are 15 lots swept per week and located in Attachment C.
3. Sweeping Services Management Plan

As part of this proposal the Proposer shall submit a plan for ensuring that all streets are swept. The Proposer is encouraged to use its experience to incorporate creativity and real world solutions tailored to the needs of the City of Placentia. This management plan must include solutions that consider population growth, parked cars, trash pickup services, technology applications, parking citation coordination, etc. The Proposer is encouraged to use the latest technology advances in its plan to achieve its management plan objectives.

Special Provisions to be included in contract

1. Emergency Call-outs

A 24-hour telephone number and/or list of employees including telephone numbers or pager numbers, who are available for 24-hour emergency call-out service. Compensation for emergency service shall be on an hourly basis according to the rates listed in the Proposal Schedule of Prices.

2. All City Holidays will be observed and no sweeping will occur, unless requested by the City. The following list of holidays are observed by the City: New Year's Day-January 1, Presidents' Day-February 16, Memorial Day-May 25, Independence Day-July 4, Labor Day-September 7, Veterans Day-November 11 (Also closed the 12th), Thanksgiving-November 25 (Also closed the 26th), Christmas Eve & Christmas Day-December 24 and 25.

3. Sweeping hours

Sweeping operations shall be conducted during hours that increase the benefit of the program:

- Residential Areas shall be swept between the hours of 7:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m. on designated streets. Arterials can be swept beginning at 7:00 a.m.

4. Delays in sweeping

Regular sweeping shall not be required in the event of inclement weather. If requested by the Public Works Manager or his designee sweeping of streets that become littered with storm debris shall be provided.

5. Equipment

Sweeping shall be conducted by either vacuum sweeper or combination sweepers. Mechanical broom sweeper may be approved by the City for certain heavy sweeping areas. **(All street sweepers utilized in this contract must be alternative fuel vehicles and meet all Federal, State and local regulations including but not limited to SCAQMD Rule 1186)** Proposer shall have and maintain a minimum of three (2) primary alternative-fuel sweepers, one (1) back-up alternative-fuel sweeper for use in providing the services to the City. In the event that a sweeper requires repair or replacement, a replacement sweeper will be

provided so that the established inventory does not fall below the above stated minimums. All primary sweepers shall be used **exclusively** for the City of Placentia. The selected Proposer shall maintain the sweepers in good, clean working condition. Any of the primary sweepers needing to be permanently replaced due to age and condition of vehicle shall be replaced with a new vehicle.

6. Global Positioning System (GPS) Tracking Software

All primary street sweepers shall have installed a Global Positioning System that will enable the City of Placentia to view via computer internet where the sweepers are at all times. The cost of the entire GPS system will be the responsibility of the selected Proposer and the system must be capable of the following;

- The system shall be internet based and the selected Proposer shall provide to the City a minimum of three (3) accounts to have full access to the site.
- The system shall be capable of gathering and reporting the following real time data; speed, direction, location on a map, address, distance traveled, brooms up or down, water on or off.
- The sweepers' path of travel superimposed on a map.
- Generating an e-mail alert whenever sweeper speeds exceed six (6) mph or sweeper non-movement for periods in excess of one (1) hour.
- Generating daily reports of sweeper activity including the previously required elements.
- Training shall be provided to City Staff on an as needed basis.
- Maintaining the data for a period of 90 days, after which data will be downloaded to the City of Placentia for storage.
- Two way voice or text message communication between the City of Placentia and the individual sweepers.
- GPS system must be up and running within 30 days of contract signing.

7. Response to Complaints

The selected Proposer shall respond within 24 hours to requests or complaints from the Department.

8. Disposal of Sweeping

- a. All debris and refuse material swept by the selected Proposer shall be the property of and the disposal responsibility of the selected Proposer from and after the time of street sweeping. The selected Proposer will be responsible for providing, at its own expense, equipment necessary for the efficient transfer of debris and refuse to a commercial account with Republic Services located at 1131 North Blue Gum Street, Anaheim, CA (714) 238-3300 at no cost to the City. Any costs or fees due will be paid by proposer.

9. Water

The selected Proposer shall provide, at its sole cost, sufficient water for street sweeping to comply with the conditions of this contract.

10. Speed Limit of Sweepers

Sweepers shall not operate above maximum speed as specified by the manufacturers for optimum sweeping.

11. Street Sweeping Complaints

The selected Proposer shall investigate any complaints that may concern or involve the performance of the street sweeping services. The selected Proposer shall report to the Public Works Manager or his designee on the following working day as to the action or procedure taken with reference to any complaints, and when necessary, complete the citizens request form that will remain on file in the City offices.

12. Personnel

Sweeping shall be conducted by personnel adequately trained in sweeper operation. All operators will be required to speak fluent English.

13. Record Keeping

The selected Proposer shall maintain a daily log detailing mileage and cubic yards/tons of materials collected. The selected Proposer shall submit to the City a monthly report which summarizes; curb

mileage for residential, commercial, industrial disposal. The report shall also specify number and nature of complaints received when they were responded to and how they were resolved. The report shall also contain lists of trees, vegetation, inoperative motor vehicles, and any other obstructions which impede sweeping.

14. The selected Proposer shall be required to attend a monthly meeting at which monthly reports, complaint logs and other documentation will be reviewed and discussed.
15. The selected Proposer shall utilize alternative fuel street sweepers and comply with all Federal, State or Local regulations pertaining to sweeper equipment operation including but not limited to SCAQMD Rules 1186.1. The Proposer is requested and encouraged to use the existing CNG Station at the City's Corporation Yard, 2999 East La Jolla, Anaheim, CA 92806.
16. The selected Proposer shall provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency.
17. The selected Proposer is required to maintain and update the street sweeping schedule as necessary. Any changes to the schedule must be notified and approved by the Public Works Manager, or his designee. If a change in schedule is permanent, the selected Proposer is required to update all schedules on their website and provide all necessary or requested documents to the City for inclusion on the City's webpage.
18. The selected Proposer will provide City with street sweeping services for up to four (4) annual City events at no cost to the City.
19. The selected Proposer shall pay to the City \$10,000 annually, an Administrative Support Fee, during the term hereof and any extension hereof.

B. Licenses

The selected Proposer must have a current City business license before services are rendered.

C. Term of Agreement

The Agreement to be entered into pursuant to this RFP will be for a five (5) year period. The City retains the option to extend the Agreement period for an additional term up to a maximum of five (5) additional years.

In the event that the City exercises its option to extend the Agreement, the City shall provide written notice to the selected Proposer no later than thirty (30 days) prior to the end of the initial term. The City's decision to exercise its option will be based upon the selected Proposer's past performance being satisfactory to the City of Placentia. The selected Proposer's performance will be formally reviewed on an annual basis. The final agreement will provide for annual cost of living increases based on the local area Consumer Price Index (CPI) to be implemented annually on July 1 and beginning with July 1, 2015. A draft City Contract is provided in Attachment D.

D. Payment to Proposer

Compensation for street sweeping shall be based on the actual number of curb miles and intersections swept and number of callout hours expended. Quantities submitted by the selected Proposer for payment by City shall be according to the Proposal-Schedule of Prices. Call-out hours are subject to approval by the Public Works Manager or his designee. The Proposal Schedule-of-Prices contains unit prices for the performance of services pursuant to the Agreement.

The selected Proposer shall submit invoices on a monthly basis. Payment for services rendered per the Agreement and Specifications will be made within 30 days following the month during which services have been performed, provided that the specified reports and invoices have been submitted in a timely manner.

E. Event of Default/Liquidated Damages

Failure of the selected Proposer to complete the work in accordance with the Agreement and specifications will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine.

Following are events of default that shall be cause for liquidated damages:

- a. Operation of sweeper without using sufficient water to control dust.
- b. Operation of sweeper exceeding the stated speed limits for operation.
- c. Missing scheduled sweeping days without providing prior notice to the Public Works Manager or his designee (excluding inclement weather).
- d. Poor results - dirt left behind
- e. Any failure or refusal by proposer to perform in accordance with the terms of the Agreement.

When observed violating the foregoing on the first occurrence, the selected Proposer will be notified in writing by the City. The selected Proposer shall respond within five days with a written plan stating how compliance will be corrected. If the selected Proposer violates the same specifications a second time, within a thirty-day period, City shall have the right to withhold payment of \$2,500.00. Each separate and subsequent violation of the same specification shall result in a liquidated damages charge in the amount of \$2,500.00.

Execution of the Agreement shall constitute an agreement by the City and the selected Proposer that the estimate for liquidated damages is reasonable. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due to the selected Proposer if such delay occurs.

F. Proposal Submittal Date:

2:00 p.m. on July 17, 2014

G. Contact Person

For proposal or technical information: Michael McConaha
Public Works Manager
(714) 993-8131
mmcconaha@placentia.org

Proposer's Qualifications

The following statements as to experience and financial qualifications of the proposer must be submitted as part of this proposal and the truthfulness and accuracy of the information is guaranteed by the Proposer.

Proposer's Experience

The Proposer's experience in work of a nature similar to that covered in this proposal extends over a period of _____ years.

The Proposer has never failed to satisfactorily complete a contract awarded to him, except as follows: (list all exceptions and reasons therefore).

Financial References

Reference is hereby made to the following bank or banks as to the financial responsibility of the Proposer:

Name and Address of Financial Institution

**CITY OF PLACENTIA
 PROPOSAL RESPONSE FORM
 STREET SWEEPING SERVICES PROPOSAL
 PW-14-01
Schedule of Prices**

Type of Sweeping	Unit	Event Unit	Annual Unit	Unit Price	Total Price
Call Outs	Hour	n/a			
Bi-Monthly Residential & Arterials*	TCM	<u>417</u>			
Weekly Parking Lots	Each	<u>15</u>			
Bid Alternate / Weekly Residential & Arterials	TCM	<u>417</u>			
Bid Alternate / Vacuum Machine Catch Basin Cleaning Annually	Each	562			

TOTAL _____

Emergency Call-outs

- Provide an estimated time of arrival in minutes for emergency call-outs (from time of notification by the City to the operators arrival at the scene).

Working Hours _____

After Hours _____

***In regards to the Placentia Street Sweeping Services RFP, please note that bi-monthly refers to all residential and arterial streets being swept twice a month. To clarify further, all residential streets and arterial streets will be swept every other week, except for those months that contain a fifth week.**

Parking lots will still be swept on a weekly basis.

SIGNATURE OF PROPOSER

Proposer hereby offers to furnish all labor, materials, equipment, tools, transportation and services necessary to complete the work in accordance with the Specifications and to complete all requirements for the sums quoted in this Proposal.

In Witness hereof, the undersigned represents and warrants that they have the right, power, and legal authority to enter into and execute this document on behalf of the Proposer, and have caused this document to be executed by setting here unto their name, title and signature.

Name of Firm

Name of Firm Representative Signature of Firm Representative

Title Date of Proposal

THIS PROPOSAL MUST BE SIGNED BY THE PROPOSER

**CITY OF PLACENTIA
STREET SWEEPING SERVICES
PW-14-01**

PROPOSAL RATING SCALE

Firm: _____

DESCRIPTION	SCORE	WEIGHT	TOTAL
1. Background and Experience		35%	
2. Technical		25%	
3. Cost		15%	
4. Management Plan		25%	

Score:

0 = unacceptable 1 = Poor 2 = Fair 3 = Satisfactory

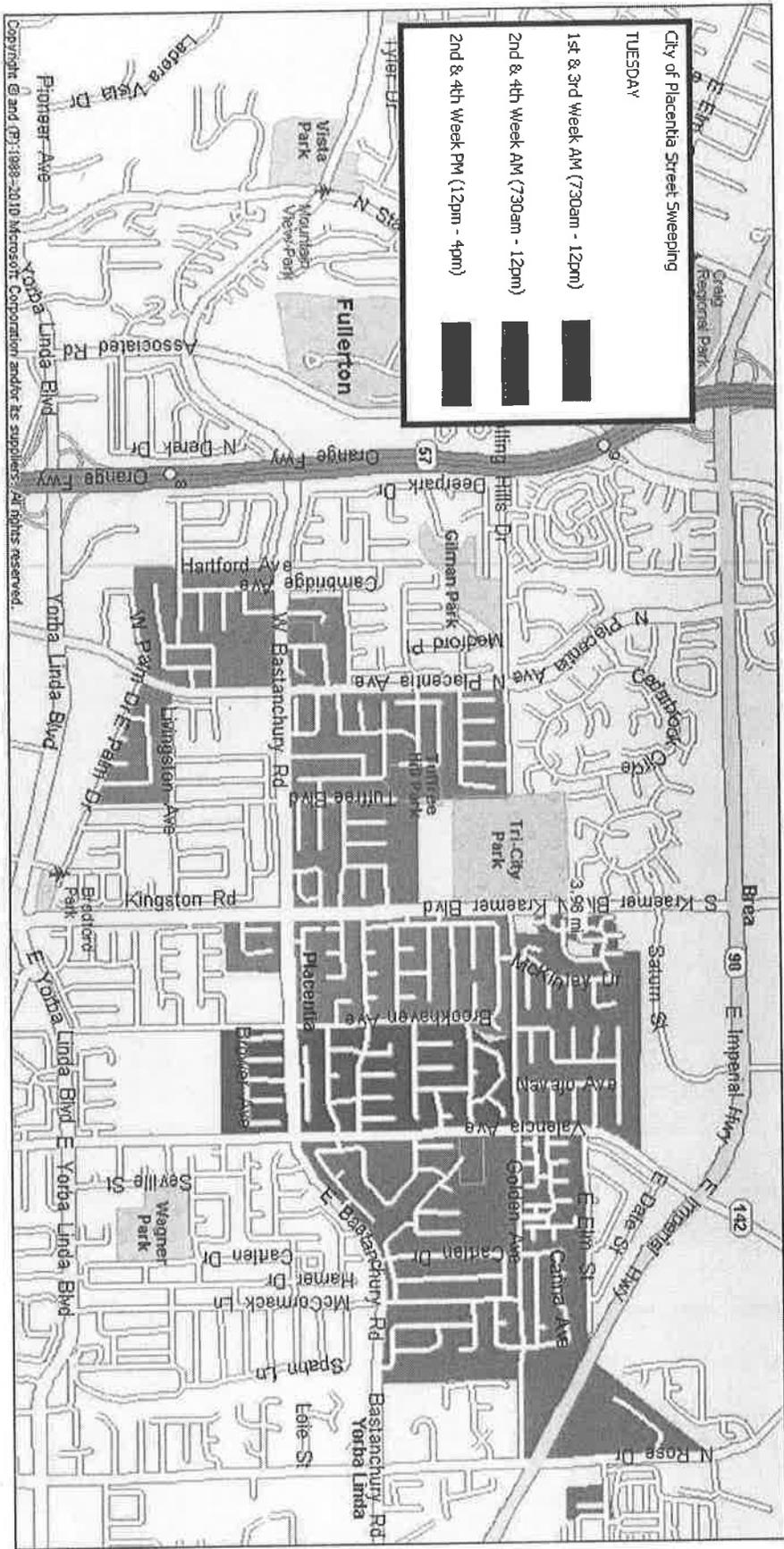
4 = Good 5 = Outstanding

Signature of Rater

Date

ATTACHMENT "A"

PLACENTIA STREET SWEEPING MAPS



City of Placentia Street Sweeping
TUESDAY

- 1st & 3rd Week AM (7:30am - 12pm)
- 2nd & 4th Week AM (7:30am - 12pm)
- 2nd & 4th Week PM (12pm - 4pm)

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ATTACHMENT "B"

PLACENTIA STREET SWEEPING LOCATIONS

MONDAY ROUTE 7:30 A.M.-12 P.M.

ACACIA DR.
ALLEY (RUNNING N/S BETWEEN LAWN
ST. AND SEVILLE)

ANDERSON ST.

ANNAJENNE DR.
ARBERDEEN DR.

ARROWHEAD DR.

ATHENS AVE.

AZALEA AVE.

BARBARA AVE.

BARRY PL.

BEAL AVE.

BERING ST.

BLUEBELL AVE.
BRENT CIR.

BRETING WAY

BRIAN ST.
BASTANCHURY RD. TO YORBA LINDA
BLVD.)

BRUNSWICK AVE.

BRYCE CIR.

BURGUNDY WAY

CANARD AVE.

CANDLEWOOD AVE.

MONDAY ROUTE 12 P.M. TO 4 P.M.

ALCOTT AVE.

APPLING AVE.

AVD ALVARADO

AVD DE VACA
AVD DL SOL

BERKENSTOCK CIR.

BERKENSTOCK LN.

BLANKENSHIP CIR.

STREET BETWEEN N. ROSE DR. AND
WINDEMERE DR.)
FROM VAN BUREN ST. TO E. CITY LIMIT
NEAR MAMMOTH ST.)

BUENA VISTA AVE. (SOUTH SIDE ONLY
FROM WINDEMERE DR. JUST PAST
MAMMOTH ST.)

CALLE PIZARRO

CAREW DR.
CARTLEN DR.

CARTLEN DR. (FROM BERKENSTOCK TO
CITY LIMIT)
CASCADES ST. (EAST CITY LIMIT TO END
OF STREET)

CHANG DR.

CISNEROS LN.

CLDE ANZA

CLDL CORONADO

CLEMENS DR.

COBB AVE.

TUESDAY ROUTE 7:30 A.M. TO 12 P.M.

ADDY AVE.

ALDRIN WAY

ALLEGHENY AVE.

APACHE DR.
ARAPAHO PL.

ARMSTRONG DR.

BADNALL DR.

BAGNALL AVE.

BARKER WAY

BELFORD AVE.

BELFORD AVE.

BERKSHIRE WAY

BICKFORD ST.
BLACKFOOT AVE.

BLANQUITA WAY

BLUERIDGE DR.

BRJTANY

BROOKHAVEN AVE.

BROOKLYN AVE.

BROOKLYN CIR.

BRUNEMEIR ST.

BURGESS CIR.

MONDAY ROUTE 7:30 A.M.-12 P.M.

CARACAS DR.
CARLSBAD ST.
CARNATION DR.
CARTIER PL.
CHERRY HILL ST.
CIMARRON AVE.
CLARK AVE.
CLOVER AVE.
COLUMBIA CIR.
CROWLEY WY.
CYPRESS POINT DR.

MONDAY ROUTE 12 P.M. TO 4 P.M.

CORBETT DR.
CUYLER AVE.
DIXON PL.
DRESSSEL DR.
EL CABRILLO
EL PASEO
EVANS LN.
EVERGLADE CIR.
FAULKNER DR.
GARCIA PL.
GARTEN DR.
GEHRIG AVE.
GERHOLD LN.
GLACIER DR.
GRANGER DR.
HALL LN.
HARTE WAY
HEMINGWAY AVE.
HILL ST.
HOWARD PL.
HUGGINS AVE.
IWANAGA PL.

TUESDAY ROUTE 7:30 A.M. TO 12 P.M.

BYRD CT.
CALIFORNIA ST.
CAMBRIDGE AVE.
CARINA AVE.
CARLETON
CARLO WAY
CAROLINA WAY
CARTLEN DR.
CARTLEN DR.
CAYUGA AVE.
CEBU CT.
CHEROKEE AVE.
CHEYENNE PL.
CHICAGO AVE.
CHICKSAW DR.
CHIPPEWA AVE.
CHOCTAW PL.
CHRISTENSEN DR.
CLAIRMONT AVE.
COLLINS WAY
COMANCHE DR.
COOPER DR.
E. BORROMEO AVE.
EARNSHAW DR.
EDWARDSON CIR.
ERIE ST.
FEATHER AVE.
FLEMING AVE.
FREDERICK ST.
FREMONT AVE.
GARFIELD AVE.
GILMAN CIR.

KILMER DR.
LARSEN PL.
LAWSON LN.
MAMMOTH CIR.
MAMMOTH ST.
MCCORMACK LN. (SOUTH OF
BASTANCHURY TO CITY LIMITS)
MCCORMACK LN. (YORBA LINDA BLD. TO
COUNTY ISLAND)
MUNOZ PL.
NEVIN LN.

MONDAY ROUTE 7:30 A.M.-12 P.M.

HAWTHORNE ST.
HEATHER AVE.

HERITAGE AVE.
HIBISCUS WAY
HIGHLANDER DR.
HILLCREST ST.
HOLLYHOCK LN.
HOLMES AVE.

HUDSON AVE.
IRIS AVE.

ISLANDIA DR.

JAMAICA CIR.
JASMINE CIR.
JEFFERSON ST. (SOUTH OF YORBA
LINDA BLVD. TO CITY LIMIT)
KENOAK DR.

KILT AVE.

KINGSTON RD.
KINGSWOOD DR.
LA SALLE CIR.
LARKSPUR DR.
LARRY LN.
LASTERBROOK ST.

LAURELWOOD AVE.
LAVENDER LN.
LAWN AVE.
LEWIS PL.
LILAC DR.

LIMERICK DR.
LIMERICK DR.
LITTLE BIG HORN AVE.
LIVINGSTON AVE.
LUCERNE AVE.

MONDAY ROUTE 12 P.M. TO 4 P.M.

OLYMPIC AVE.
OTT AVE.

PALLARES PL.
PETRY DR.
RAY DR.
RUTLEDGE DR.
SEQUOIA AVE.
SPAHN LN.

SYMPHONY AVE.
TIDLAND CIR.

TWAIN PL.
VAN BUREN ST. (ONLY WEST SIDE FROM
YELLOWSTONE AVE. TO BUENA VISTA
AVE.)
VIA BALBOA

VIA CORTEZ
VIA DE LEON

YELLOWSTONE AVE.

YOSEMITE DR.

TUESDAY ROUTE 7:30 A.M. TO 12 P.M.

GLENN CIR.
HAMER DR.

HELOISE WAY
HOCK AVE.
IPSEN WAY
IRENE WAY
IROQUOIS AVE.
JEFFERY

JOAN WAY
JUANITA WAY
JUANITA WAY (FROM FREDERICK ST. TO
TUFREE BLVD.)

KATHRYN WAY
KEY DR.

KOCH AVE.
LASSEN CIR.

LEE PL.

LEMKE DR.
LONGFELLOW CIR.
LONGFELLOW DR.
LONGFELLOW WAY
LORETO PL.
LORI WAY
MACADAMIA LN. (FROM PLACENTIA AVE. TO
CUL-DE-SAC)

MARY WAY
MARYMONT AVE.
MATHEWSON AVE.
MCCORMACK LN.
MCKINLEY DR. (FROM NORTH END TO GOLDEN
AVE.)
MEAWICK LN.
MIGNON WAY
MIMAC DR.
MOHAWK DR.

MONDAY ROUTE 7:30 A.M.-12 P.M.

LUTE AVE. (BETWEEN MC KENZIE DR.
AND ROXBOROUGH DR.)
LUTE AVE. (FROM THE EAST SIDE OF
THE COUNTY ISLAND)
MADISON AVE. (FROM KRAEMER TO
WINDFLOWER LN.)
MAGNOLIA AVE.
MC KENZIE DR.
MESA VERDE CIR.
MONACO CIR.
MONTECITO ST.
MONTEVIDEO AVE.
MONTEVIDEO DR.
MORSE AVE. (FROM N. ANGELINA DR. TP
RASHFORD DR.)

MOSS CIR.
N. ANGELINA DR.
NAPLES AVE.

NORMANDY AVE.
OAKMONT ST.
OMAHA AVE.
ORLEANS DR.
PALM CIR.
PARIS WAY
PECOS RIVER

PEG PL.
PERRY DR.
PINEHURST AVE.
PLATTE WY.
POTOMAC ST.
PUERTO NATALES AVE.
RANCHERO WAY
RASHFORD DR.
RICHMOND DR.
RIO GRAND AVE.

ROANOKE DR.
ROANOKE ST.
ROBBIE PL.
ROCK RIVER AVE.

MONDAY ROUTE 12 P.M. TO 4 P.M.

MOHICAN AVE.
MONT BLANC CIR.

MONTAGUE CIR.
MONTESSORI AVE.
MONTGOMERY CIR.
MONTREAL CIR.
MUSIAL ST.
NATCHEZ AVE.
NAVAJO AVE.
NELL CIR.

NENNO AVE.

ONONDAGA AL.
OROSCO CIR.
OTTAWA DR.
PALM DR. (FROM PLACENTIA AVE. TO PRIVATE
ROAD)

PATRICIAN DR.
PATRICIAN LN.
PROMENADE AVE.
PURDY AVE.
RAINIER CIR.
ROBINSON CIR.
ROSE DR. (FROM BLAKE RD. TO END OF
YORBA LINDA BORDER, WEST SIDE ONLY)

ROSEMONT ST.
ROSPAW WAY
ROYAL STUART WAY
RUMSEY PL.
SAN CARLOS WAY
SAN LUIS WAY
SAN REMO AVE.
SANTA ANA AVE.
SANTA ROSA

SARAH AVE.
SARAH WAY
SAVANNAH AVE.
SEMINOLE AVE.

TUESDAY ROUTE 7:30 A.M. TO 12 P.M.

MONDAY ROUTE 7:30 A.M.-12 P.M.

ROCKAWAY DR.
ROCKAWAY DR. (FROM VALENCIA AVE.
TO ARROWHEAD DR.)

ROGUE ST.
ROSARIO CIR.
ROSARIO ST.
ROXBOROUGH DR.
RUSSEL CIR.
SAINT ANDREWS AVE.
SALMON RIVER AVE.
SALVADOR DR.
SANTEE RIVER
SAO PAULO AVE.
SAO PAULO CIR.
SCOTCH CIR.
SEVILLE ST.
SHADY LN.
SHALANWOOD LN.
SHASTA WY.
SHAYER WY.
SHAW CIR.
SHENANDOAH ST.
SIERRA BONITA DR.
SINCLAIR CIR.
SKYMEADOW DR. (FROM THE EAST SIDE
OF COUNTY ISLAND)
STANLEY AVE.
STEINBECK ST.
SUE DR.
SUNFLOWER AVE.
SUSQUEHANNA AVE.
SWANEE AVE.
TAHOE AVE.
TAHOE DR.
TANGIER AVE.
TARTAN CIR.
TENNYSON AVE.
TRUMPET AVE.
TUFF DR.
TUFFREE BL. (FROM BASTANCHURY RD.
TO PALM DR.)

MONDAY ROUTE 12 P.M. TO 4 P.M.

SENECA ST.

SHEPARD CIR.
SHERWOOD AVE. (FROM VIRGINIA PL. TO
FULLERTON CITY LIMIT)
SHOSHONI AVE.
SIX NATIONS AVE.
SOMERSEST CIR.
SOMERSET CIR.
SOMERSET DR.
SOMERSET PL.
ST. JAMES PL.
ST. JOHN WAY
TETON CIR.
THOMAS CIR.
TRAYNOR AVE.
TUFFREE BL. (BASTANCHURY TO DEAD END)
TUNICE ST.
VIRGINIA PL.
W. BARROMEIO AVE.
WABASH CIR.
WACO
WHITMAN DR.
WHITTEN WAY
WILCOX CIR.

WILCOX WAY
WILLIAMS AVE.
WINERY CIR.
WOODEN DR.
WYANDOTE AVE.
YANKTON ST.
YOUNG DR.

TUESDAY ROUTE 7:30 A.M. TO 12 P.M.

MONDAY ROUTE 7:30 A.M.-12 P.M.

VALAPRAISO DR.
VALENCIA AVE. (FROM PALM DR. TO
TANGIER AVE.)
VENICE AVE.
VERONA PL.
VINA DEL MAR AVE.
VINA DEL MAR CIR.
VINA DEL MAR PL.
VIOLET CIR.
W. LOUISE DR.
WARREN ST.
WILLAMETTE AVE.
WINDFLOWER LN.
WINGFOOT ST.

MONDAY ROUTE 12 P.M. TO 4 P.M.

TUESDAY ROUTE 7:30 A.M. TO 12 P.M.

TUESDAY ROUTE 12 P.M. TO 4 P.M.

BROWER AVE.
BROWERWOODS PL.

GEETING PL.

GILLIAN ST.
HAIBER CIR.

HAIBER WAY

HUNT DR.

JONES PL.

KELLEHER PL.

KIOLSTAD DR.

MACINNES WAY

MICHEL PL.

PONCE AVE.
POUND DR.

PROWSE ST.

PURDY AVE.

SHELLY ST.

SOMERSET DR.

SWANSON AVE.

TEODORO ST.

TWEED ST.

TYNES DR.

WEDNESDAY ROUTE 7:30 A.M. TO 12 P.M.

BRADFORD AVE. (MADISON AVE. TO YORBA
LINDA BLVD.)

BRADFORD AVE. (SANTA FE AVE. TO CHAPMAN
AVE.)

CAMERON ST.

DUNN WAY
ESTELLE LN.

FEE ANA ST.

HUNDLEY WAY

LA BRISAS PL.

LINDA VISTA ST.

MIRA LOMA AVE. (RICHFIELD RD. TO FEE ANA
ST.)

NANCITA CIR.

NANCITA ST.

PETRA LN.
PORTER LN.

PORTER WAY

S. MELROSE ST. (ORANGETHORPE AVE. TO SANTA
FE AVE.)

SANTA FE AVE. (S. MELROSE ST. TO BRADFORD
AVE.)

W. CROWTHER AVE. (PLACENTIA AVE. TO
ANAHEIM CITY LIMIT)

YORBA PL.

WEDNESDAY ARTERIAL ROUTE

ALEY (FROM BASTANCHURY RD. TO
MCCORMACK LN.)

ALLEY (CHERRY ST. TO SPRUCE ST.)
ALLEY (FROM CHERRY ST. TO
ORANGETHORPE AVE.)

ALLEY (FROM PRIMROSE AVE. TO RUBY DR.)
ALLEY (FROM RUBY DR. TO NORTH END)
ALLEY (N,S,E,W FROM SEVILLE TO FIRE
STATION)
ALLEY (NORTH FROM ANGELINA DR. TO
TURF DR.)

ALLEY (RUNNING N/S FROM YORBA LINDA
BLVD. TO NORTH END)

ALLEY (SOUTH FROM ANGELINA DR. TO
TURF DR.)

ARTERIALS WITHIN CITY LIMITS ARE TO BE
SWEPT ON WEDNESDAYS

WEDNESDAY ARTERIAL 2:00 A.M TO 6:00 A.M

CHAPMAN AVE (FROM KRAEMER BLVD TO
ORANGETHORPE AVE.)
JEFFERSON ST. (FROM ORANGETHORPE AVE, SOUTH,
TO CITY LIMITS)
PLACENTIA AVE, EAST SIDE ONLY (CHAPMAN AVE TO
RUBY DR.)
YORBA LINDA BLVD (BROOKHAVEN AVE AND
VALENCIA AVE)

WEDNESDAY ROUTE 12 P.M. TO 4 P.M.

BABCOCK CIR.
BELFI LN.
CAMPANIS LN.
CASTNER DR.
COLLARD WAY
FODARTE PL.
LLOYD WAY
OBERLE PL.
RUNYON PL.
SHERWOOD VILLAGE CIR.
SWAL PL.
TOMKO WAY
VOIGT WAY

THURSDAY ROUTE 7:30 A.M. TO 12 P.M.

ALLEY (FROM WALNUT AVE. TO WEST DR.)
ANCHORAGE CIR.
ANNED DR.
AQUAMARINE ST.
AQUEDUCT CT.
AQUEDUCT DR.
ATWOOD AVE.
AVENIDA DE PIO PICO
AVON PL.
BARCELONA CIR.
BEGGERLY CIR.
BELMONT WAY (FROM AQUEDUCT DR. TO
CALIENTE WAY)
BENJAMIN AVE.
BOISSERANIC LN.
BRADFORD AVE. (CHAPMAN AVE. TO MADISON
AVE.)
BUCCANEER DR.
BUCK PL.
CARLSON LN.
CENTER ST. (PLACENTIA AVE. TO MURAY ST.)
CENTRAL AVE. (CHAPMAN AVE. TO SAN JUAN
LN.)
CHERRY ST.
COVENTRY CIR.

THURSDAY ROUTE 7:30 A.M. TO 12 P.M.

CYPRESS WAY

DEPOT ST.

DIAMOND RD.

DIANE AVE.

DOVER WAY

DOVERFIELD DR.

DOWNEY LN.

DRIFTWOOD CIR.

E. BAY MEADOWS DR.

KRAEMER BLVD.)

EAST WIND CIR.

EASTON ST.

EMERALD WAY

ESSEX CIR.

GOMEZ CIR.

GORDON DR.

HARMONY LN.

HORSESHOE CIR.

HORSESHOE DR.

JADE AVE.

JADE CIR.

JOSIE CIR.

KEVIN WAY

LA PALOMA AVE.

LAWANDA PL.

LINCOLN ST.

LINCOLN ST.

LONDON CIR.

LOS ALAMITOS CIR.

LOS ALAMITOS DR.

MANCHESTER AVE.

MARIA AVE.

THURSDAY ROUTE 7:30 A.M. TO 12 P.M.

MELODY LN.
MELROSE AVE.
MIRALOMA AVE. (FROM VAN BUREN ST. TO
END)
MOISI LN.
MOONBEAM DR.
MOONBEAM ST.
N. BAY MEADOWS DR.
N. CENTRAL AVE.
N. HIGHLAND AVE. (MARIPOSA AVE. TO
ORCHARD DR.)
N. MAIN ST.
NEWCASTLE AVE.

NEWCASTLE DR.
NOTTINGHAM WAY

OAK ST.
ORANGE GROVE AVE.
ORCHARD (RICHFIELD RD. TO PRIVATE
STREETS)
ORCHARD DR. (RICHFIELD RD. TO LAKEVIEW
AVE.)
ORCHID CIR.
ORCHID DR.
ORTEGA WAY
OXFORD DR.
PAGEANTRY DR.

PEMBROKE LN.
PEMBROKE PL.
PLACENTIA
PRIMROSE AVE.
REEF CIR.

RUBY DR.
S. BAY MEADOWS DR.
S. BELMONT CT.
S. BELMONT LN.
S. CALIENTE CT.

THURSDAY ROUTE 7:30 A.M. TO 12 P.M.

- S. HAMPTON WAY
- S. HIGHLAND AVE. (ORCHARD DR. TO ORANGETHORPE AVE.)
- S. VAN BUREN ST. (ORANGETHORPE AVE. TO MIRA LOMA AVE.)
- SADDLE DR.
- SAN ANSELMO LN.
- SAN ANTONIO CIR.
- SAN CLEMENTE LN.
- SAN DIEGO LN.
- SAN FERNANDO LN.
- SAN GABRIEL LN.

- SAN JOSE LN.

- SAN MIGUEL CIR.
- SAN RAFAEL CIR.
- SARATOGA AVE.

- SEAVIEW CIR.
- SEGOVIA CIR.
- SHEFFIELD ST
- SHEREE LN.
- SIERRA MADRE CIR.
- SIERRA VISTA AVE.
- SIMEON CIR.

- SPRUCE ST.
- STARDUST DR.
- STRATFORD CIR.
- SUNRISE ST.
- SUNRISE ST.
- SUNSET DR.
- TANFORAN AVE.
- TANFORAN AVE.
- TWILIGHT LN.
- TWILIGHT ST.
- VAN BUREN ST. (ORANGETHORPE AVE. TO CITY LIMIT SOUTH OF ALTA VISTA)
- VICKY LN.
- VINCENTE AVE.
- W. BAY MEADOWS DR.

THURSDAY ROUTE 7:30 A.M. TO 12 P.M.
W. MADISON AVE. (KRAEMER BLVD. TO
FULLERTON BORDER)

WALLGREEN ST.

WALNUT AVE. (CHAPMAN AVE. TO NORTH END)
WEST WIND CIR.

WILMA CIR.

WILSON AVE.

WILSON CIR.

YORK DR.

THURSDAY ROUTE 12 P.M. TO 4 P.M.

ALL AMERICAN WAY

ALTA ST.

ANGELINA DR.

ARNOLD DR.
BACKS LN.

BAKER ST.

COLGATE DR.

CYPRESS AVE.

DARTMOUTH DR.

DE JESUS DR.

ENCINITAS WAY

FORDHAM DR.

FORDHAM WAY
GEORGETOWN LN.

GONZALES ST.

HARVARD CT.

INDUSTRIAL WAY

IOWA PL.

KANSAS AVE.

LANGER DR.

LAWRENCE ST.

LOYOLA DR.

THURSDAY ROUTE 12 P.M. TO 4 P.M.

LYONS WAY

MAIN ST. (SANTA FE AVE. TO NORTH END)
MELROSE ST. (SANTA FE AVE. TO CHAPMAN
AVE.)

MISSION WAY

MISSOURI AVE.
MURRAY ST.
CHAPMAN AVE.)
NEBRASKA AVE.

OHIO AVE.

OLIVE ST.
RAMONA ST.
S. MELROSE ST. (LA JOLLA ST. TO S. CITY
LIMIT)

S. MELROSE ST. (ORANGETHORPE AVE. TO
ANAHEIM BORDER)
SANTA BARBARA ST.
SANTA FE AVE.

STANFORD CIR.
STANFORD DR.
TAFOLA ST.

VANDEBILT DR.
VANDEBILT WAY
VENTURA AVE.
VISTA AVE.

W. CENTER ST.
W. LA JOLLA (S. MELROSE ST. TO PLACENTIA
AVE.)
WALNUT AVE. (UP TO CHAPMAN AVE.)

ATTACHMENT "C"

PLACENTIA STREET SWEEPING SITES

Sweep Sites

Site	Address
1. Aguirre Building	505 Jefferson St
2. Human Services Office	900 S. Melrose St
3. Placentia Civic Center	401 E. Chapman Ave
4. Placentia Library	401 E. Chapman Ave
5. E.T. Powell Building	143 S. Bradford Ave
6. Whitten Community Center	900 S. Melrose St
7. Parque del Arroyo Verde	1001 E. Palm Dr
8. Koch Park	2210 N. Valencia Ave
9. Kraemer Park	201 N. Bradford Ave
10. Parque de los Ninos	1701 Atwood Ave
11. Parque de los Vaqueros	1200 N. Carlsbad St
12. McFadden Park	900 S. Melrose St
13. Placentia Champions Sports Complex	505 Jefferson St
14. Richard R. Samp Park	600 Loyola Dr
15. Tuffree Park	2101 N. Tuffree Blvd

ATTACHMENT "D"

**DRAFT PLACENTIA STREET SWEEPING
SERVICES AGREEMENT**

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and _____, [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] (hereinafter referred to as "CONSULTANT").

A. Recitals.

(i). CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of _____ ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii). CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii). CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(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). Project: The preparation of _____ as described in Exhibit "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c). Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(d). Completion of Project: The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "A" hereto.

2. CONSULTANT Services: (a). CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(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 Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this § 2.B.2.(b) may be extended upon prior written approval of CITY.

(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). To pay CONSULTANT a maximum sum of \$ _____ for the performance of the services required hereunder. 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 CONSULTANT's proposal 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 Exhibits "A" and "B".

(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, 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 "B" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B." Any 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 Project.

(c). Such information as is generally available from CITY files applicable to the Project.

(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 § 6, 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 the CITY pursuant to § 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 determines 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 § 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: _____

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 "C," attached hereto and by this reference herein incorporated.

(b). Minimum insurance limits shall be as specified in the Request for Proposals, Exhibit "A."

(c). In addition to the requirements of Exhibit "C," and prior to commencing work on the Project, 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 § 10 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, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire § 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 attorneys' 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.

[The following paragraph used only when contract is related to construction.]

(e). Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of CITY under any provision of this Agreement, including CONSULTANT's obligation/or duty to defend against Claims, CONSULTANT shall not be required to indemnify CITY for liability attributable to the negligence of CITY, provided such negligence is determined by agreement between the parties or by the final judgment of a court of competent jurisdiction. In instances where CITY is shown to have been negligent and where CITY's negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the negligence of CITY.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

[Optional provision if Agreement for specialized services.]

Because of the personal nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this

Agreement. _____ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of _____ from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, 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 Project 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 Project performed under this Agreement.

(e). Pursuant to the City's Conflict of Interest Code, the City Administrator may determine that the person(s) performing work hereunder may act in a decision making capacity thereby requiring said person(s) to file an appropriate Conflict of Interest Statement in accordance with the City's Conflict of Interest Code.

(f). 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 project 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 project 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.

[the following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use those funds to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study]

(c) CONSULTANT covenants that neither CONSULTANT nor any officer or principal of CONSULTANT have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of CONSULTANT's services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT as an officer, employee, agent, or subconsultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in CITY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this Agreement.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Project, 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 _____ dollars (\$) 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

Approved as to form:

Mayor

ATTEST:

City Clerk

Andrew V. Arczynski,
City Attorney



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**
2. **Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:

- provide statutory requirements of the State of California; and
- include \$1,000,000 Employer's Liability.

4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:

- cover liability for malpractice or errors and omissions made in the course of rendering professional services.
- **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Placentia; or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *"The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

"This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City."

3. *"The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See Example B below.**

The Workers' Compensation and Employers' Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor's obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Example C:

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

G. Alternative Programs/Self-Insurance.

Under certain

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for

waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a wavier or modification will be reviewed and a final determination rendered by the Risk Manager.



PUBLIC WORKS DEPARTMENT

**SUBJECT: REQUEST FOR PROPOSAL
CITY PROJECT #PW-14-01**

CITYWIDE STREET SWEEPING SERVICES

Gentlemen/Ladies:

This letter comprises Addendum No. 1 to the Request for Proposals issued by the City of Placentia. Please take note page 23, "Schedule of Prices", has been modified and attached to this Addendum. Major, Primary, and Secondary Arterial streets have been changed from bi-monthly to weekly street sweeping and are now included as a separate line item for bidding purposes. Residential street sweeping remains unchanged.

Any questions regarding Addendum No. 1 may be directed to Public Works in writing. Questions may be mailed to 401 East Chapman Avenue, Placentia, CA, 92870, Attention: Public Works Engineering Division.

A handwritten signature in cursive script that reads "Michael McConaha".

Michael McConaha
Public Works Manager



PUBLIC WORKS DEPARTMENT

**SUBJECT: REQUEST FOR PROPOSAL
CITY PROJECT # PW-14-01**

CITYWIDE STREET SWEEPING SERVICES

DATE: July 1, 2014

ADDENDUM ACKNOWLEDGMENT:

Firm Name: _____

Authorized Signature: _____

Date: _____

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

**CITY OF PLACENTIA
PROPOSAL RESPONSE FORM
STREET SWEEPING SERVICES PROPOSAL
PW-14-01
Schedule of Prices**

Type of Sweeping	Unit	Event Unit	Annual Unit	Unit Price	Total Price
Call Outs	Hour	n/a			
Bi-Monthly Residential*	TCM	<u>227</u>			
Weekly Major, Primary, Secondary Arterial	TCM	<u>190</u>			
Weekly Parking Lots	Each	<u>15</u>			
Bid Alternate / Weekly Residential & Arterials	TCM	<u>417</u>			
Bid Alternate / Vacuum Machine Catch Basin Cleaning Annually	Each	562			

TOTAL _____

Emergency Call-outs

- Provide an estimated time of arrival in minutes for emergency call-outs (from time of notification by the City to the operators arrival at the scene).

Working Hours _____

After Hours _____

***In regards to the Placentia Street Sweeping Services RFP, please note that bi-monthly refers to all residential streets being swept twice a month. To clarify further, all residential streets will be swept every other week, except for those months that contain a fifth week.**

Parking lots, Major Arterials, Primary Arterials, and Secondary Arterials will still be swept on a weekly basis.

**CITY OF PLACENTIA
STREET SWEEPING SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of September, 2014, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and ARAKELIAN ENTERPRISES, INC, DBA ATHENS SERVICES, Corporation, (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY requires professional services pertaining to providing street sweeping services to the City.

(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 street sweeping services, as set forth in 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.

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. The Street Sweeping Services Agreement is for an initial three (3) year term with two additional one (1) year extensions at the discretion of the City Administrator. Extensions are at the option of the City.

(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 in accordance with the schedule set forth in Exhibit "A," not to exceed a maximum sum of \$178,868.03 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.

(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:	Athens Services 15045 Salt Lake Avenue City of Industry, CA 91746 Attention: Gary M. Clifford, Chief Operating Officer

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: Because of the specialized nature of the services to be rendered pursuant to this Agreement, only the project team listed in the proposal shall perform the services described in this Agreement. The Project Team may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of and project team members from CONSULTANT's employ. Should any team members leave CONSULTANT's employ, 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. Attorney's 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



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

- 1. General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**
- 2. Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:

- provide statutory requirements of the State of California; and
- include \$1,000,000 Employer's Liability.

4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:

- cover liability for malpractice or errors and omissions made in the course of rendering professional services.
- **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Placentia; or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *"The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds"* with respect to general liability and automobile liability policies ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *“This insurance is primary and non-contributory over any insurance or self-insurance the City may have”* (“as it relates to a specific contract” or “for any and all work performed with the City” may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

“This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.”

3. *“The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”* Language such as, “endeavor to” mail and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be crossed out. **See Example B below.**

The Workers’ Compensation and Employers’ Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor’s obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO MAIL 30 DAYS*~~ WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

Example C:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

G. Alternative Programs/Self-Insurance. Under certain circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a wavier or modification will be reviewed and a final determination rendered by the Risk Manager.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING CHIEF OF POLICE

DATE: SEPTEMBER 16, 2014

SUBJECT: **BUDGET AMENDMENT- ASSET FORFEITURE FUNDS AND AUTHORIZATION TO PURCHASE EQUIPMENT**

FISCAL IMPACT: \$12,000 EXPENDITURE OF ASSET FORFEITURE FUNDS TO PURCHASE EQUIPMENT (ACCOUNT NO: 213041-6840) FISCAL YEAR 2014-15

SUMMARY:

Both state and federal law allows law enforcement agencies to use proceeds from the seizure of criminal and illegal assets obtained from drug trafficking and/or other illicit activity for direct law enforcement services and equipment. Those law enforcement services include, among other things, equipment for the operations of law enforcement activities, training, supporting community policing activities, and the furtherance of criminal interdiction. This action will approve the transfer of funds from the Asset Forfeiture Revenue Account to the Asset Forfeiture Expenditure Account for the purchase of law enforcement related equipment for personnel assigned to Investigations.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2014-___, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$12,000 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
2. Authorize the purchase of equipment and related peripheral installation with Asset Forfeiture Funds in an amount not-to-exceed \$12,000; and
3. Authorize the City Administrator, or his designee, to execute all necessary documents to effectuate these actions.

DISCUSSION:

Both State and Federal laws permit law enforcement agencies to seize the ill-gotten assets obtained from drug trafficking and/or other criminal activity. The fundamental purpose of the Asset Forfeiture Program is to employ asset forfeiture powers in a manner that enhances public safety and security while protecting the rights of the accused. This is accomplished by removing the proceeds of crime and other assets relied upon by criminals and their associates to perpetuate their criminal activity against our society. The appropriate use of asset forfeiture has the ability to disrupt or dismantle criminal organizations by removing their financial support.

1.p.

September 16, 2014

State and federal laws only permit law enforcement agencies to use these Asset Forfeiture funds for direct law enforcement purposes and only for programs that will enhance future investigations or support additional law enforcement measures against criminal acts, drug trafficking and other narcotic related offenses. The purchase of equipment and services is specifically permissible under Asset Forfeiture guidelines and will enhance future Police Department efforts to detect, discover, and track illicit drug dealers, identify, track and arrest gang members, enhance daily patrol functions, improve investigations and follow-up to illegal activities, and apprehend dangerous criminals.

The Investigations Bureau personnel utilizes leased vehicles for use during the performance of their daily duties. These vehicles are leased through Enterprise Leasing, Inc. for a designated period of time, which allows for varied uses including covert operations and surveillances. These vehicles are equipped with emergency equipment and radios that require installation and modifications as the vehicles are changed out at the termination of the lease. The current leased vehicles are at the end of their lease agreement and the equipment in each vehicle must be removed and installed into the new vehicles. Although most of the equipment is re-used from one vehicle to the next, new wiring, cabling and modifications to the lighting components are oftentimes required.

FISCAL IMPACT:

The approximate cost for the requested equipment and installation is \$12,000. Since all of the equipment is being funded with Asset Forfeiture funds, no General funds will be needed.

Prepared by:



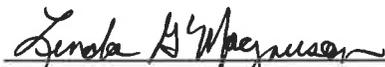
Lt. Richard Pascarella
Administrative Division Commander

Reviewed and Approved:



Ward L. Smith
Acting Chief of Police

Reviewed and Approved:



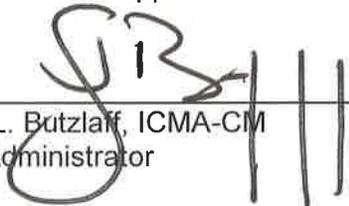
Linda G. Magnuson
Chief Financial Officer

Reviewed and Approved:



Damien R. Arrula
Assistant City Administrator

Reviewed and Approved:


Troy L. Butzlaif, ICMA-CM
City Administrator

Attachments:

1. Written estimates for West Coast Lights & Sirens, Inc.
2. Resolution R-2014-___, a Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in the aggregate amount of \$12,000.00 in compliance with City Charter § 1206 and § 1209 pertaining to appropriations for actual expenditures

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 951-779-9257

TRISH@WCLS.US

Fax # 951-779-9256

WCLS.US



PROPOSAL

Date	Estimate #
8/25/2014	3774

Name / Address
CITY OF PLACENTIA 401 EAST CHAPMAN AVE. PLACENTIA, CA 92870 ATTN: ACCOUNTS PAYABLE

Project

Item	Description	Qty	Cost	Total
65.00/HOUR	LABOR 65.00 PER HOUR (TO STRIP OLD DODGE VAN UNIT)	3	65.00	195.00
65.00/HOUR	LABOR 65.00 PER HOUR >> TO INSTALL IN NEW DODGE VAN W/CUSTOMER SUPPLIED EQUIPMENT >> ALSO TO CHECK EQUIPMENT BEFORE REINSTALLATION > WIG/WAG > SIREN SPEAKER > FRONT MIRROR LIGHT > FOUR CORNER STROBE SYSTEM > REAR HATCH LIGHTS > GRILL LIGHTS > DEPARTMENT RADIO > 80K AMP W/CABLE	18	65.00	1,170.00
413201-05	CLEAR STROBE TUBE RICOCHET/SILVER SERIES	4	25.81	103.24T
413216	16' STROBE CABLE	2	19.38	38.76T
413230	30' STROBE CABLE	2	24.99	49.98T
CCAS-SB-7-800	STI-CO STINGER INTERNAL PEEL AND STICK ANTENNA 760-896 MHZ	1	80.08	80.08T
LABOR	WINDOW TINT	1	265.00	265.00
7185B	70 AMP CIRCUIT BREAKER	1	25.57	25.57T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	115.00	115.00T
FABRICATED	FABRICATION- TO MODIFY MOUNTS OF OLD LIGHTS IN NEW UNITS	1	120.00	120.00T

PROPOSAL IS VALID FOR 30 DAYS

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: A CONVENIENCE FEE OF 2.5% WILL BE ADDED TO ALL INVOICES PAID BY CREDIT CARD. WCLS DOES NOT RETAIN ANY PORTION OF THIS FEE.

Subtotal	\$2,162.63
Sales Tax (8.0%)	\$42.61
Total	\$2,205.24

RESOLUTION NO. R-2014-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014-15 IN THE AGGREGATE AMOUNT OF \$12,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals

(i). The adopted budget for the 2014-15 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 2014-15, Resolution No. R-2014-37, 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 Account #	Amount	Type
Asset Seizure	Mach & Equip	Police Dept	213041-6840	12,000.00	Expense
Asset Seizure	Fund Balance		0021-3001	(12,000.00)	Fund Bal

PASSED, ADOPTED AND APPROVED this 16th day of September, 2014.

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 regular meeting of the City Council of the City of Placentia held on the 16th day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY



Successor Agency to the Redevelopment Agency of the City of Placentia

AGENDA REPORT

TO: SUCCESSOR AGENCY

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: SUCCESSOR AGENCY STAFF

DATE: SEPTEMBER 16, 2014

SUBJECT: **RECOGNIZED OBLIGATION PAYMENT SCHEDULE COVERING JANUARY 1, 2015 THROUGH JUNE 30, 2015 (ROPS 14-15B)**

FISCAL
IMPACT: EXPENDITURES: RPTTF \$ 1,205,573
ACA \$ 27,950

SUMMARY:

Pursuant to Health and Safety Code ("HSC") 34177 (l), Successor Agencies are required to prepare and submit a Recognized Obligation Payment Schedule ("ROPS") detailing each enforceable obligation that requires property tax revenue to satisfy debt of the former Redevelopment Agency for a six-month reporting period. This action respectfully requests the Successor Agency's review and approval of the ROPS 14-15B, which covers the six-month reporting period of January 1, 2015 through June 30, 2015.

RECOMMENDATION:

It is recommended that the City Council, acting in its sole capacity as the Successor Agency to the former Redevelopment Agency of the City of Placentia, take the following action:

1. Approve Resolution No. RSA-2014-____, 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, Approving and Adopting the Recognized Obligation Payment Schedule for the period covering January 1, 2015 through June 30, 2015 (ROPS 14-15B).

DISCUSSION:

Pursuant to HSC 34177 (l), the Successor Agency is required to prepare a ROPS that identifies the enforceable obligations of the former Redevelopment Agency and the sources of funds for the repayments. ROPS 14-15B, covering the period of January 1, 2015 to June 30, 2015, must be approved by the Oversight Board and submitted to the State Department of Finance ("DOF") no later than October 3, 2014. Pursuant to Health and Safety Code 34177(m), the DOF has 45 days from submission after Oversight Board approval to review the ROPS and object to any

4.a.

September 16, 2014

enforceable obligations. If the ROPS is not submitted by the deadline, the City is subject to a \$10,000 fine for every day the ROPS is late and the administrative cost allowance for the Successor Agency is reduced by 25% after 10 days.

At this time, Staff has prepared the ROPS 14-15B for the Successor Agency's review and approval. For this ROPS period, the following items of note are:

- DOF has replaced the "Report of Fund Balances" with a "Report of Cash Balances." This page reports cash balances from all funding sources and all historical data must agree to the Successor Agency's books and records.
- ROPS Detail Schedule – Previously retired obligations have been omitted by the DOF.
- The Successor Agency has completed the City loan to the Successor Agency to fund its cash flow shortfall since dissolution in the amount of \$1,265,870 and although the DOF is still reviewing the Oversight Board approval of that action by the Successor Agency, Line Item #15 includes this new obligation even though no amount is due for this ROPS period.

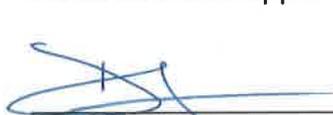
FISCAL IMPACT:

Proposed expenditures from the Redevelopment Property Tax Trust Fund ("RPTTF") are \$1,205,573. Expenditures paid from the RPTTF but through the Administrative Cost Allocation are \$27,950 and represent the remaining portion of the \$250,000 allocation the Successor Agency is allowed.

Prepared by:

Reviewed and approved:

 *Brian B. Moncrief*



Brian Moncrief
Staff to Successor Agency

Damien R. Arrula
Assistant City Administrator

Reviewed and approved:


Troy L. Butzlaff, ICMA-CM
City Administrator/Executive Director

Attachments:

1. Resolution RSA-2014-___, 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, Approving and Adopting the Recognized Obligation Payment Schedule for the period of January 1, 2015 through June 30, 2015 (ROPS 14-15B)

RESOLUTION NO. RSA-2014-XX

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, APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2015 TO JUNE 30, 2015 (ROPS 14-15B)

A. Recitals.

(i) On December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos, finding ABx1 26 ("Dissolution Act") largely constitutional.

(ii) The Dissolution Act and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, all California redevelopment agencies, including the Redevelopment Agency for the City of Placentia ("former Agency"), were dissolved on February 1, 2012.

(iii) On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012-03 accepting for the City, the role of Successor Agency to the former Redevelopment Agency ("Successor Agency").

(iv) 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 a former redevelopment agency. The next six month period for which a ROPS is required is the period that commences on January 1, 2015 and ends on June 30, 2015 ("ROPS 14-15B").

(v) The City Council, in its capacity as the Successor Agency, desires to adopt this Resolution approving the ROPS 14-15B in accordance with California Health and Safety Code § 34177, which covers the six-month fiscal period that commences on January 1, 2015 and ends on June 30, 2015.

(vi). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, 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 ROPS 14-15B, covering the period of January 1, 2015 through June 30, 2015, 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 § 34177, 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 X1 26 and AB 1484. 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 his designee, hereby is authorized and directed to submit the ROPS 14-15B 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 14-15B on the Successor Agency's website.

PASSED, APPROVED and ADOPTED this 16th day of September, 2014.

Scott W. Nelson, Chairman

Attest:

Patrick J. Melia, Secretary

I, Patrick J. Melia, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. RSA-2014-XX was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 16th day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Patrick J. Melia, Secretary

Approved as to Form:

Andrew V. Arczynski, General Counsel

Exhibit A:

Recognized Obligation Payment Schedule for January 1, 2015 to June 30, 2015 (ROPS 14-15B)

Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary

Filed for the January 1, 2015 through June 30, 2015 Period

Name of Successor Agency: Placentia
 Name of County: Orange

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):		
A	Bond Proceeds Funding (ROPS Detail)	\$ -
B	Reserve Balance Funding (ROPS Detail)	-
C	Other Funding (ROPS Detail)	-
D		-
Enforceable Obligations Funded with RPTTF Funding (F+G):		
E	Non-Administrative Costs (ROPS Detail)	\$ 1,233,523
F	Administrative Costs (ROPS Detail)	1,205,573
G		27,950
H	Current Period Enforceable Obligations (A+E):	\$ 1,233,523

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	1,233,523
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 1,233,523

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	1,233,523
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	1,233,523

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (m) of the Health and Safety code, I
 hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named agency.

Ed Garcia Board Chairman
 Name Title
 /s/ Signature
 Date

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf.

A	B	C	D	E	F	G	H	I				
									Fund Sources			
									Bond Proceeds	Reserve Balance	Other	RPTTF
Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	Comments						
Cash Balance Information by ROPS Period												
ROPS 13-14B Actuals (01/01/14 - 06/30/14)												
1	Beginning Available Cash Balance (Actual 01/01/14)	1,513,100				(900,870)	17,539					
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014											
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	113				1,186,872	1,236,084					
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B	866,993				286,002	1,253,623					
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S	646,220										
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	-										
ROPS 14-15A Estimate (07/01/14 - 12/31/14)												
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	646,220										
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014											
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)					334,952	752,964					
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A	646,220				334,952	752,964					
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	-										

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments
 Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (e)
 (Report Amounts in Whole Dollars)

ROPS 13-14B Successor Agency (SA) self-reported Prior Period Adjustments (PPA) Pursuant to HSC Section 34186 (e). SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also requires that the prior period adjustments self-reported by SAs are based on the county administrative computer (CAS) and the State Computer.

A	B	C	D	E		F		G		H		I		J		K		L		M		N		O		P		Q		R		S		T		
				Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin		Admin		Difference (If total actual exceeds total authorized, the difference is zero)		Difference (If total actual exceeds total authorized, the difference is zero)		Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)		Net Lesser of Authorized / Available		Difference (If K is less than L, the difference is zero)		Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)		Net Lesser of Authorized / Available		Difference (If total actual exceeds total authorized, the difference is zero)		Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)								
1	2002 Tax Allocation Bonds																																			
2	2002 Tax Allocation Bonds																																			
3	2003 Tax Allocation Notes																																			
4	2003 COPs City Reimbursement																																			
5	Citywide Reimbursement																																			
6	132 Crowder Building																																			
7	132 Crowder Building																																			
8	132 2007 Property Tax																																			
9	Admin Fee																																			
10	External Legal Services																																			
11	Property Tax Administration																																			
12	LMI Income Housing Properties																																			
13	Real Estate Advisory Services																																			
14	Real Estate Advisory Services																																			
15	Administrative Oversight																																			
16	Legal Services																																			
17	External Legal Services																																			
18	External Audit																																			
19	Bond Administration																																			
20	2009 Bond Refinancing																																			
21	2009 Bond Refinancing																																			
22	2009 Notes Refunding																																			
23	2009 Notes Refunding																																			
24	2009 Notes Refunding																																			
25	2009 Notes Refunding																																			
26	2009 Notes Refunding																																			
27	2009 Tax Allocation Bonds																																			
28	2002 Tax Allocation Bonds																																			

* Includes all ROPS 13-14B Loans in ROPS 13-14B

