



## Regular Meeting Agenda

November 4, 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**

**Phone: (714) 993-8117**

**Fax: (714) 961-0283**

**Email:**

**administration@placentia.org**

**Website: www.placentia.org**

### *Mission Statement*

*The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.*

### *Vision Statement*

*The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.*

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at [www.placentia.org](http://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  
November 4, 2014  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

At this time the public may address the City Council and Boards of Directors concerning any items on the Executive Session Agenda only. 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 – 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 54956.8 Conference with Real Property Negotiator:
  - a. 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
4. Pursuant to Government Code Section 54957(b)(1) for Performance Evaluation of Public Employees:
  - a. City Administrator
  - b. City Attorney

**SUCCESSOR AGENCY:** None

**ICDA:**

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
  - a. Property: 380 S. Placentia Avenue APN: 339-441-02  
City Negotiator: Troy L. Butzlaff, Executive Director  
Negotiating Parties: Larry West, Partner, Premier Automotive  
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.

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
November 4, 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 Arturo Rodriguez

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:** None

**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.f.):**

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 – August 5, 2014 and October 21, 2014**  
Recommended Action: Approve
- c. **City Fiscal Year 2014-15 Check Register for November 4, 2014**  
Fiscal Impact: \$902,346.31  
Recommended Action: It is recommended that the City Council:  
1) Receive and file

**COUNCIL CONSENT CALENDAR:**

d. **Approval of Amended and Restated City Administrator Employment Agreement**

Fiscal Impact: Annual Increase \$1,200 (Automobile Allowance Increase) and Performance/One (1) Time Adjustments (to be determined)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Amended and Restated Employment Agreement with Mr. Troy L. Butzlaff
- 2) Authorize the Mayor to sign the documents in a form approved by the City Attorney

e. **Approval of Contract Amendment to Western Transit Systems, Inc. for Additional Grant Funded Transportation Services**

Fiscal Impact: Expense \$15,000

Offsetting Revenue \$15,000 OCTA & USDA Grants

Budgeted: \$15,000 (Account No.: 504071-6401 & 101572-6401)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to execute a contract amendment with Western Transit Systems, Inc. for additional Senior Mobility Program transportation services and Farmers Market transportation services in the amount of \$15,000 for Fiscal Year 2014-15, in a form approved by the City Attorney

**SUCCESSOR AGENCY CONSENT CALENDAR:**

f. **Consideration of Successor Agency Staffing Support Services**

Fiscal Impact: Expense \$25,000

Offsetting Revenue \$25,000

Budgeted: \$25,000 (Account No.: 547525-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Kosmont Companies, Inc. for an amount not-to-exceed \$25,000
- 2) Authorize the City Administrator to sign the required documents in a form approved by the City Attorney

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA:** None

**COUNCIL:** None

**SUCCESSOR AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS:** None

**COUNCIL OLD BUSINESS:** None

**SUCCESSOR AGENCY OLD BUSINESS:** None

**ICDA OLD BUSINESS:** None

**4. NEW BUSINESS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS:** None

**COUNCIL NEW BUSINESS:**

- a. **Consideration and First Reading of Ordinance No. O-2014-12 Adding § 1.04.060 to Chapter 1.04 of the Placentia Municipal Code to Confirm Compliance with Revisions to State Law and Safeguard City Funding**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, reading by title only, and conduct first reading of Ordinance No. O-2014-12, an Ordinance of the City Council of the City of Placentia, California, adding a new § 1.04.060 to Chapter 1.04 of the Placentia Municipal Code to confirm compliance with Revisions to State Law and Safeguard City Funding

- b. **Consideration of Contract Services for City Initiated General Plan Amendment**

Fiscal Impact: Expense: \$26,100

Budgeted: \$26,100 (Account No. 102531-6290)

Recommended Action: It is recommended that the City Council:

- 1) Direct Staff to initiate a General Plan Amendment to include an overlay zone to encourage future transit oriented developments on specific properties adjacent to the Placentia Metrolink Station
- 2) Approve the Professional Services Agreement with Lilley Planning Group for an amount not-to-exceed \$7,600
- 3) Approve the Professional Services Agreement with Tom Dodson & Associates for an amount not-to-exceed \$18,500
- 4) Authorize the City Administrator to sign the required documents in a form approved by the City Attorney

**SUCCESSOR AGENCY NEW BUSINESS:** None

**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 November 18, 2014 at 5:30 p.m.

*In  
Memory  
of  
Karen King  
Sister-in-law to Mayor Nelson*

**TENTATIVE AGENDA FORECAST**

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

November 18, 2014

- Second Reading of Ordinance Effecting Compliance with Senate Bill 7
- Professional Services Agreement for Placentia Old Town Santa Fe District Revitalization Plan
- Resolution of Support for Imperial Highway/SR-90 Corridor Traffic Light Synchronization Program Project

**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 November 4, 2014 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on October 30, 2014.

\_\_\_\_\_  
Amy Diaz, Deputy City Clerk

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
August 5, 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 5:40 p.m.

**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 – 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 54956.8 Conference with Real Property Negotiator:
  - a. 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
  - b. 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: 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
  - b. 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.

**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/Authority Counsel, Andrew V. Arczynski; Assistant City Administrator, Damien R. Arrula; Director of Administrative Services, Stephen D. Pischel; Chief Financial Officer, Linda Magnuson; Acting Chief of Police, Ward Smith; Director of Community Services, Jon Nicks; Public Works Manager, Michael McConaha; Finance Manager, Michael Nguyen; Management Analyst, Maggie Le; Deputy City Clerk, Amy Diaz

**INVOCATION:** Police Chaplain Kenneth Milhandler

**PLEDGE OF ALLEGIANCE:** Councilmember Wanke

**PRESENTATIONS:**

- a. Certificate of Recognition to be mailed to Golden Elementary Student Samuel Littrell – Orange County Spelling Bee Champion**  
Recipients: Samuel Littrell, Golden Elementary Student  
Presenter: Mayor Nelson

City Administrator Butzlaff announced that Samuel Littrell was unable to attend the City Council meeting tonight and Staff would mail out his certificate.

- b. Presentation – OCTA Update**
- **OC Bike Loop**  
Presenter: Paul Martin, Active Transportation Coordinator
  - **Orangethorpe Grade Separation Project**  
Presenter: Tresa Oliveri, Outreach Manager and Ross Lew, Program Manager

City Administrator Butzlaff introduced Active Transportation Coordinator Paul Martin.

**OC Bike Loop**

Active Transportation Coordinator Martin presented the OC Bike Loop project. He noted that the OC Bike Loop is a vision for a 66 mile off-road path for biking and walking that improves quality of life and expanded transportation options and safer journey. He mentioned that seventy (70) percent of the bike loop is already in place.

Councilmember Yamaguchi expressed his concerns regarding the public safety of bike trails connecting with other bike trails. He asked if the City needs to lobby OC Flood Control to complete the bike trail.

Active Transportation Coordinator Martin noted that the County, Orange County Transportation Authority (OCTA) and the City will work collaboratively to complete the bike loop.

Mayor Nelson commended Fourth District Supervisor Shawn Nelson for being involved in the Bike Loop.

**Orangethorpe Grade Separation Project**

City Administrator Butzlaff provided a brief overview of the Orangethorpe Grade Separation Project and introduced the OCTA representatives to present the Orangethorpe Grade Separation Project.

Outreach Manager Tresa Oliveri presented the Orangethorpe Grade Separation Project. She introduced Program Manager Lew.

Program Manager Lew announced that there have been delays on the project and some options to address delays are as follows: Option 1: No Mitigation of Delays. He mentioned that several options to mitigate the delays are to continue the project as planned. Option 2: Close Orangethorpe Avenue and Maintain the Orangethorpe Avenue/Chapman Avenue Detour; Option 3: Full Project Closure; Option 4: Close Orangethorpe Avenue with Early Chapman Avenue Opening. He noted that by working with City Staff and Roy Stephenson, they have decided that Option 4 is the best option to provide the least amount of schedule delays.

Outreach Manager Oliveri shared that a tri-fold Detour Information Brochure will be delivered to every resident.

City Administrator Butzlaff added that OCTA agreed to provide additional traffic support throughout this period.

Councilmember Wanke inquired if shaking during construction will damage resident's homes.

Outreach Manager Oliveri replied that OCTA has a process set up for damages that may occur.

Mayor Nelson noted that OCTA has been a great partner and Outreach Manager Oliveri has done a great job. He noted that by 2017, the corridor should be complete. He thanked residents for their patience.

**c. Business Recognition – Better Floors and Restorations 40<sup>th</sup> Anniversary in Placentia**

Recipient: Corinne Linqvist, Partner and Dennis Blake, Partner of Better Floors and Restorations

Presenter: Mayor Nelson and City Administrator Butzlaff

City Administrator Butzlaff introduced Corinne Linqvist and her business partner Dennis Blake, from Better Floors and Restorations.

Mayor Nelson announced that Mr. Blake has done a great job.

Business Partner Blake expressed his appreciation and is thankful for the opportunity to be at the meeting. He noted that he is the 5<sup>th</sup> generation in Orange County and his family has lived here for 150 years. He thanked Placentia for the recognition.

Mayor Nelson presented a certificate of recognition to Better Floors and Restorations.

**d. Presentation – El Dorado High School Football Team – Night of Champions**

Presenter: Skylar Francine, Booster Club Member

City Administrator Butzlaff introduced Booster Club Representative Skylar Francine.

Booster Club Representative Francine announced that they started the Night of Champions last year. He asked for residents to visit the website of EDHSfootball.com for more information regarding the fundraiser. He noted that the Bell game between El Dorado and Valencia will be on September 19<sup>th</sup>.

**e. Certificate of Recognition – Newly formed Placentia-Linda Lions Club**

Recipient: Aurora Hernandez, Secretary of Placentia-Linda Lions Club

Presenter: Mayor Nelson

City Administrator Butzlaff recognized the newly formed Placentia-Linda Lions Club.

Mayor Nelson introduced Councilmember Yamaguchi to present the certificate of recognition.

Secretary Hernandez provided a brief overview of the Placentia-Linda Lions Club.

Councilmember Yamaguchi presented a certificate of recognition to the Placentia-Linda Lions Club and congratulated them on becoming part of the community.

**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. He noted that Council will be returning back to Executive Session during the recess to conduct the tabulation of the ballots.

**CITY ADMINISTRATOR REPORT:**

City Administrator Butzlaff announced that the Concert in the Park will be held on Thursday, August 7<sup>th</sup> at Tri-City Park featuring the Sights and Sounds of Centerfold. He announced that the Movie in the Park will be held on Friday at the Champions Sports Complex featuring the Lego Movie. He announced that the City, in collaboration with the Community Action Partnership, will be distributing free backpacks with school supplies.

Mayor Nelson moved to discuss Public Hearing Item No. 2.a.

**ORAL COMMUNICATIONS:**

Tom Eisner, resident, expressed his concerns regarding the Landscape Maintenance District No. 92-1. He thanked Public Works Manager, Mike McConaha for answering his questions.

Eileen Harris, resident, noted that the State of California is in a current drought and asked that there should be a decrease in watering lawns to save money.

Stella Blair, resident, provided a brief overview of the MellosRoos history. She expressed her concern regarding the MellosRoos issue.

Michelle Dehaven, resident, expressed her concerns regarding how the City has managed the MelloRoos situation. She addressed how much money she has put into the MelloRoos and asked why Council did not allow for the citizens to vote for increases throughout the years.

Carmina Kissinger, resident, inquired how much MellosRoos dollars has been collected and how much has been spent throughout the years.

Roxie Persi, resident, expressed her concerns regarding the City of Placentia being business friendly. She addressed a daycare that she attempted to open at her home but it did not get approved.

Craig Green, City Treasurer, addressed the City of Placentia budget and his suggestions for improvement. He noted that he has not received a response regarding his suggestions. He noted that he does not believe it is right for the City to abstract special assessments from property owners to pay off funds and then to change the rules to pay off certain funds.

**CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:**

Councilmember Yamaguchi inquired about the process for opening a daycare facility in the City.

City Administrator Butzlaff noted that the zoning code sets what is allowed in various zones in the City. He introduced Assistant City Administrator Arrula to address the daycare issue.

Assistant City Administrator Arrula noted that Staff worked with the applicant that sought to conduct a daycare within a single-family residential area. He noted that the City requested for all applicants to reach out to the adjacent neighbors. He noted that Staff learned that the applicant had not followed Staff's request to inform the neighbors. He noted that the applicant voluntarily withdrew the application for a daycare. He noted that Staff received seventy (70) opposed letters due to traffic issues within the area. He also addressed the parking requirement that the applicant was not able to meet.

City Administrator Butzlaff requested for City Attorney Arczynski to address Councilmember Yamaguchi's question regarding if the City Council wishes to approve a project that is not allowed by zone.

City Attorney Arczynski replied that if someone has a project that is proposed and is not permitted by zone, then that individual has the right to apply for a zoning change. He noted it would go before Planning Commission and then before the City Council for approval. He noted that if the project is brought forward and does not comply with zoning standards, Staff would recommend denial based on it not complying with zoning standards.

Councilmember Wanke inquired about variances and zone changes.

City Attorney Arczynski addressed the different forms of variances and zone changes.

Councilmember Yamaguchi expressed his concerns regarding the zoning code and noted it should be updated.

City Attorney Arczynski noted that several years ago the code was modified for bringing forth zone changes.

Councilmember Yamaguchi noted that at the last Council meeting, Council voted on the proposed sales tax measure. He noted that the measure did not pass and noted that he does see a gray financial issue with the City. He thanked Staff for the work they have done thus far. He requested that the Council form a City Council Select Committee on the fiscal recovery of the City of Placentia. He noted that his vision is for residents to come together independent from City staff to look into all spending habits, fees, and look at all the departments within the City. He noted that he attended the San Gabriel Job Fair. He noted that he attended the Water Advisory Council of Orange County.

Councilmember Underhill noted that she is in favor of the formation of a City Council Select Committee to look at the City's spending.

Mayor Pro Tem Aguirre reported that he attended the Orange County Fire Authority (OCFA) Board of Directors meeting on July 24<sup>th</sup>. He announced what the OCFA discussed at their meeting.

Mayor Nelson noted that he is in favor of Councilmember Yamaguchi's recommendation. He noted that the City currently has an Economic Development Committee and perhaps both can be incorporated together.

Councilmember Yamaguchi clarified that he feels the Economic Development Committee has an important role and should be separate from the committee he recommended.

Mayor Nelson directed City Administrator Butzlaff to address MellosRoos issue.

City Administrator Butzlaff noted that everything that the City Council has done is legal and acceptable. He addressed the refinancing that was done.

Mayor Nelson inquired on why the City refinanced.

City Administrator Butzlaff said that City refinanced to save on interest charges and by doing so it freed up money being held by fiscal agent so it can be returned for legitimate use.

Mayor Nelson inquired who paid for the bond refinancing.

City Administrator Butzlaff announced that he would need to confirm who paid for the bond refinancing.

Councilmember Wanke inquired about the role of the City Treasurer in the bond process.

City Administrator Butzlaff noted that it is the City Council's role to set the annual tax rate and to approve the tax amount. He noted that the City Treasurer was listed by mistake on the document.

Mayor Nelson inquired about other bonds that may have been refinanced.

City Administrator Butzlaff noted that refinancing is done through the City and through CFD or Successor Agency.

Mayor Nelson clarified that the City did not have to refinance the bonds but did so to benefit the City and the community.

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

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

**COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:**

**a. Consideration to Waive Reading in Full of all Ordinances and Resolutions**

Fiscal Impact: None

Recommended Action: Approve

**(5-0, as recommended)**

**b. City Fiscal Year 2013-14 Check Register for August 5, 2014**

Fiscal Impact: \$1,010,364.52

Recommended Action: It is recommended that the City Council:

1) Receive and file.

**(5-0, as recommended)**

**c. City Fiscal Year 2014-15 Check Register for August 5, 2014**

Fiscal Impact: \$697,615.26

Recommended Action: It is recommended that the City Council:

1) Receive and file.

**(5-0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

**d. Replacement Purchase of Mobile Data Computers**

Financial Impact: Expense: Amount not-to-exceed \$72,000

Budgeted in Fiscal Year 2014-15: \$72,000 (Account No.: 2013041-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of replacement Mobile Data Computers and necessary equipment and installation for an amount not-to-exceed \$72,000;
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney, to effectuate these actions.

**(5-0, as recommended)**

**e. Recommendation to Approve Amendment with HR Green, Inc. for Engineering Services**

Financial Impact: Expense: \$10,710 per month for as-needed City Engineering Services

Offsetting Revenue: Engineering Deposits

Budgeted: As-needed Engineering – 20% Account No. 103550-6015

80% Account No. 484356-6015

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 with HR Green, Inc., for as-needed civil engineering services;
- 2) Authorize the City Administrator to execute subject documents on behalf of the City in a form approved by the City Attorney.

**(5-0, as recommended)**

**f. Cost Sharing Agreement with the City of Yorba Linda for the Construction of the Buena Vista Avenue Pavement Rehabilitation Project**

Financial Impact: Expense: \$61,645.00

Offsetting Revenue: \$61,645.00 Measure M Fairshare Funds

Budgeted: \$61,645.00 (Account No. 333552-6185 J/L 61137)

Recommended Action: It is recommended that the City Council:

- 1) Approve Cooperative Agreement for Buena Vista Avenue Pavement Rehabilitation from Jefferson Street to Van Buren Street;
- 2) Authorize the City Administrator to execute the Cooperative Agreement on behalf of the City, in a form approved by the City Attorney;
- 3) Adopt Resolution No. R-2014-52, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment on Fiscal Year 2014-15 in the aggregate amount of \$61,645.00 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures;
- 4) Authorize the City Administrator to approve additional funding up to 20% of total project construction for change orders approved by the City of Yorba Linda related to the City of Placentia portion of the project;

**(5-0, as recommended)**

**g. City Council Appointments to Orange County Fire Authority Board of Directors**

Financial Impact: None.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-53, A Resolution of the City Council of the City of Placentia, California, designating and appointing its representative and alternate to the Orange County Fire Authority's Board of Directors;
- 2) Direct Staff to notify the Orange County Fire Authority Board of Authority of the Council's decision.

**(5-0, as recommended)**

Councilmember Wanke noted the he currently serves as the representative to the Orange County Fire Authority (OCFA) Board of Directors. He recommended appointing Mayor Pro

Tem Aguirre to serve as the representative and to appoint himself as the alternate to the OCFA Board of Directors.

A motion was made by Mayor Nelson, seconded by Councilmember Yamaguchi, and carried (5-0) to appoint Mayor Pro Tem Aguirre to serve as the representative and Councilmember Wanke to serve as the alternate to the Orange County Fire Authority Board of Directors; to adopt Resolution No. R-2014-53, A Resolution of the City Council of the City of Placentia, California, designating and appointing its representative and alternate to the Orange County Fire Authority's Board of Directors; and Direct Staff to notify the Orange County Fire Authority Board of Authority of the Council's decision.

**RECESS WAS TAKEN BY CITY COUNCIL AT 9:45 P.M. AND RECONVENED AT 9:55 P.M.**

**SUCCESSOR AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA:** None

**COUNCIL:**

a. **Public Hearing and Tabulation of Ballots for formation of Landscape Maintenance District No. 2014-01; Approval of Resolution Ordering Levy of Assessments (If Approved)**

Financial Impact: Recouped through Assessments: \$199,557

Single Family Equivalent Rate: \$92.00/Parcel (Zone A), \$82.80/Parcel (Zone B), \$64.40/Parcel (Zone C)

Recommended Action: It is recommended that the City Council:

- 1) Hold a public hearing for the proposed Landscape Maintenance District No. 2014-1 assessment.
- 2) After the conclusion of the public input portion of the public hearing, close the balloting period and direct the City Clerk, as the tabulator, to tabulate all ballots received, and continue the public hearing until the tabulation of ballots is complete.
- 3) Hear and accept the tabulation of ballot results from the City Clerk, the Tabulator, for the proposed Landscape Maintenance District No. 2014-1 assessment.
- 4) If a majority protest does not exist (i.e. a majority of weighted ballots cast are in favor of the assessment), adopt Resolution No. R-2014-51, A Resolution of the City Council of the City of Placentia, California, approving Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of the Landscape Maintenance District No. 2014-1 Assessment for Fiscal Year 2014-15.

City Administrator Butzlaff provided a brief overview of the Landscape Maintenance District No. 2014-01 and addressed how the Public Hearing will be conducted with the ballot tabulation. City Administrator Butzlaff introduced Consulting Engineer Jerry Bradshaw.

Consulting Engineer Bradshaw provided a brief overview of the Landscape Maintenance District No. 2014-01 (LMD).

Mayor Nelson opened the public hearing.

Tom Eisner, resident, noted that his property tax assessment already has an LMD and asked whether it will continue and how long it will continue. He also inquired about the Champions

Complex, is there any finance or revenue being assessed from those that use the sports complex.

Dodger Gogsta, resident, noted that he has not been able to use the Champions Sports Complex because it's been occupied by baseball players. He inquired why he should pay for the complex if he cannot use it. He also addressed that dogs are not allowed in most areas within the City of Placentia.

Janice Rollins, resident, expressed her concerns regarding the Landscape Maintenance District. She noted that the Landscape Maintenance District should be a general fee that should be shared equally by all residents.

John Hoovers, resident, noted that he has been in the Landscape Maintenance District since its been established. He believes the Champions Sports Complex should be changed to a park.

Christopher Thompson, resident, inquired if the City has looked into increasing fees with the leagues to maintain costs. He inquired about discussion with the three sports leagues to pick up the additional costs.

David Irig, resident, mentioned he has been in the Landscape Maintenance District since it has been established. He expressed concerns regarding the maintenance of the Champions Sports Complex.

Sharon Dane, resident, noted that she has invested close to \$80,000 in MelloRoos and would like an accounting of where the money has gone. She inquired who pays for the maintenance of the medians.

Meredith Castillo, resident, noted that values of homes have gone down. He expressed his concerns regarding the responsibility of paying for tree trimming services. He noted that he is concerned with the outcome of the Landscape Maintenance District vote.

Patricia Yeamen, resident, recalls being told that she would be paying for the maintenance of the Champions Sports Complex and that they would need to pay for it for 20 years. She explained that the City of Placentia has stopped maintaining parkways and trees.

Phyllis Bares, resident, inquired where the Landscape Maintenance District money has been going.

Vincent Stevens, resident, noted that he would like to see transparency on where the Landscape Maintenance District money is going. He inquired about how the rest of the City will be maintained.

Mayor Nelson closed the public hearing comments.

City Administrator Butzlaff requested for any additional ballots to be submitted immediately to the City Clerk so that they may begin the tabulation of the ballots.

Mayor Nelson directed Staff to begin the tabulations of the casts' ballots. He noted that tabulations will take place at the City of Placentia's front community meeting room.

City Administrator Butzlaff provided a brief over on Landscape Maintenance District. He introduced Community Services Director Nicks and requested for him to provide an update of the issues the City is currently facing regarding the maintenance of the Champions Sports Complex.

Director of Community Services Nicks provided a brief overview of the maintenance of the Champions Sports Complex.

He responded to Mr. Eisners question relating to the overlay. He noted that the current Landscape Maintenance District is not generating enough money to pay for its costs. He introduced Director of Community Services Nicks.

Councilmember Wanke inquired what could be done if people are blocking sidewalks and are being noisy.

Acting Chief of Police Smith noted that sidewalks are public right-of-way. He noted that the sidewalks in mention are located at a park.

City Administrator Butzlaff addressed the question regarding counting the money, and insured that everything is done in a transparent manner. He noted that reports are posted on the City's website and the report details all of the expenses.

Mayor Nelson inquired if the City can dismantle the Landscape Maintenance Districts.

Consulting Engineer Bradshaw noted that the City can dismantle the Landscape Maintenance Districts. He noted that the City would just stop assessing it but noted that the landscape quality would go down.

Councilmember Wanke inquired if local cities have significant problems trying to maintain Landscape Maintenance Districts.

City Administrator Butzlaff noted about the City of Yorba Linda is having trouble maintaining their Landscape Maintenance District.

Mayor Pro Tem Aguirre inquired what the life span of the Landscape Maintenance District.

Consulting Engineer Bradshaw noted that as long as you have landscape areas then you would need assessments to maintain them.

Mayor Nelson commented that citizens can see exactly where the money is being spent.

Mayor Nelson opened Oral Communications to discuss matters on the agenda that is not a public hearing item.

At 10:25 p.m. City Administrator Butzlaff announced that they have received the results for the formation of Landscape Maintenance District No. 2014-01; Approval of Resolution Ordering Levy of Assessments

City Administrator Butzlaff provided the results of ballot tabulation. He noted that a total of 838 ballots were processed with a total assessed value being \$80,571.76. He noted that the number of yes votes: 263, for a weighted ballot vote of 31.35%. He noted that the total of no votes: 575, for a weighted ballot vote of 68.65%. The measure of the proposed 2014 Landscape Maintenance overlay failed.

**b. Public Hearing to provide for the Annual Levy of Assessment for the City of Placentia Landscape Maintenance District 92-1**

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

Single Family Residential: \$154.87/Parcel

Commercial/Industrial: \$1,548.70/Acre

Multiple Family Residential: \$108.41/Unit

Undeveloped: \$774.35/Parcel

Recommended Action: It is recommended that the City Council:

- 1) Conduct a public hearing concerning the levy and collection of assessments with the Landscape Maintenance District No. 92-1 and consider all objections to the assessments.

- 2) Adopt Resolution No. R-2014-50, A Resolution of the City Council of the City of Placentia, California, approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Continued Assessments for Fiscal Year 2014-15 for Placentia Landscape Maintenance District No. 92-1.

**(5-0, as recommended)**

City Administrator Butzlaff introduced Public Works Manager McConaha.

Public Works Manager McConaha provided a brief overview of Landscape Maintenance District 92-1.

Mayor Nelson opened and closed the public hearing.

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Underhill, and carried (5-0) to conduct a public hearing concerning the levy and collection of assessments with the Landscape Maintenance District No. 92-1 and consider all objections to the assessments; and adopt Resolution No. R-2014-50, A Resolution of the City Council of the City of Placentia, California, approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Continued Assessments for Fiscal Year 2014-15 for Placentia Landscape Maintenance District No. 92-1.

**c. Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Street Lighting District No. 81-1**

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

Single Family Residential: \$27.38/Parcel

Commercial/Industrial: \$164.28/Acre

Tentative/Final Map: \$8.20/Unit

Recommended Action: It is recommended that the City Council:

- 1) Conduct a public hearing concerning the levy and collection of assessments with the Placentia Street Lighting District No. 81-1 and consider all objections to the assessment; and
- 2) Adopt Resolution No. R-2014-51, A Resolution of the City Council of the City of Placentia, California, approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Continued Assessments for Fiscal Year 2014-15 for Placentia Street Lighting District No. 81-1.

City Administrator Butzlaff introduced Public Works Manager, Michael McConaha.

Public Works Manager McConaha provided a brief overview of item 2.c.

Mayor Nelson opened and closed the public hearing.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Aguirre, and carried (5-0) to conduct a public hearing concerning the levy and collection of assessments with the Placentia Street Lighting District No. 81-1 and consider all objections to the assessment; and adopt Resolution No. R-2014-53, A Resolution of the City Council of the City of Placentia, California, approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Continued Assessments for Fiscal Year 2014-15 for Placentia Street Lighting District No. 81-1.

**d. Consideration of Disposition and Development Agreement with Habitat for Humanity of Orange County to Develop Two (2) Single Family Affordable Homes in the Atwood Community**

Financial Impact: None.

Recommended Action: It is recommended that the City Council:

- 1) Approve the proposed Disposition and Development Agreement; and

- 2) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-09, An Ordinance of the City Council of the City of Placentia, California, approving that document entitled 'Disposition and Development Agreement No. 2014-01 concerning property commonly referred to as 1617 Oak Street pertaining to six (6) parcels of real property (APNs 346-181-05,-06,-07,-30,-35,-37), in the City of Placentia, California' and authorizing the Mayor and City Clerk to execute the same on behalf of the City of Placentia. DDA 2014-01.

City Administrator Butzlaff provided a brief overview of item 2.d. He introduced Senior Planner Charles Rangel to present item 2.d.

Senior Planner Rangel provided a brief overview of item 2.d.

Councilmember Wanke asked if the homes will have backyards. Senior Planner Rangel replied yes.

Mayor Pro Tem Aguirre asked if the oil wells will be activated again. Senior Planner Rangel replied that the oil wells can be activated again but would need to go through each measure and be approved through the Orange County Fire Authority. City Administrator Butzlaff commented that the City owns the property and would not allow the oil wells to be used again.

Mayor Nelson opened the public hearing.

Craig Green, City Treasurer, commented that he feels this is a great project. He asked what would be done if the community garden does not work out. City Administrator Butzlaff replied that the community garden could be turned into a landscape buffer.

Mayor Nelson closed the public hearing.

A motion was made by Councilmember Wanke, seconded by Councilmember Underhill, and carried (5-0) to approve the proposed Disposition and Development Agreement; and waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-09, An Ordinance of the City Council of the City of Placentia, California, approving that document entitled 'Disposition and Development Agreement No. 2014-01 concerning property commonly referred to as 1617 Oak Street pertaining to six (6) parcels of real property (APNs 346-181-05,-06,-07,-30,-35,-37), in the City of Placentia, California' and authorizing the Mayor and City Clerk to execute the same on behalf of the City of Placentia. DDA 2014-01.

**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:** None

**COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS:** None

**COUNCIL NEW BUSINESS:**

**a. Introduction and First Reading of Ordinance O-2014-10 Repealing Ordinance O-2014-01 Allowing Digital and Static Advertising Displays on City-Owned Property**

Financial Impact: \$8,500 (Unbudgeted)

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-10, "An Ordinance of the City Council of the City of Placentia, California, Repealing Ordinance O-2014-01, Zoning Code Amendment 2014-01.

**(4-1, Councilmember Yamaguchi voted no)**

City Administrator Butzlaff introduced City Attorney Arczynski.

City Attorney Arczynski provided a brief overview of item 4.a. regarding an ordinance repealing Ordinance No. O-2014-01.

Councilmember Yamaguchi inquired about the process to remove a measure from the ballot.

City Attorney Arczynski provided an overview of the placement and removal of the measure on the ballot.

Mayor Nelson noted that that the City had an opportunity to place a measure on the ballot so the City could produce revenue but it was voted down.

A motion was made by Councilmember Underhill, seconded by Mayor Pro Tem Aguirre and carried a (4-1, Councilmember Yamaguchi voted no) to waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-10, "An Ordinance of the City Council of the City of Placentia, California, Repealing Ordinance O-2014-01, Zoning Code Amendment 2014-01."

**SUCCESSOR AGENCY NEW BUSINESS:** None

**ICDA NEW BUSINESS:** None

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Yamaguchi requested for the formation of a City Council Select Committee to look into the financial health and recovery of the City.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to August 19, 2014 at 5:30 p.m.

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SCOTT W. NELSON  
MAYOR/AGENCY CHAIR

ATTEST:

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PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
October 21, 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 6:10 p.m.

**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 - 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 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
  - a. 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
4. Pursuant to Government Code Section 54957(b)(1) for Performance Evaluation of Employee:
  - a. City Attorney

**SUCCESSOR AGENCY:**

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
  - a. Property: 132 Crowther Avenue, APN 339-091-08  
Agency Negotiator: Troy L. Butzlaff, Executive Director  
Negotiating Parties: Mark McEwen, DMWP, LLC  
Under Negotiations: Price and Terms of Lease

**ICDA:**

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
  - a. Property: 380 S. Placentia Avenue APN: 339-441-02  
City Negotiator: Troy L. Butzlaff, Executive Director  
Negotiating Parties: Larry West, Partner, Premier Automotive  
Under Negotiations: Price and Terms of Payment

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

**CALL TO ORDER:** Mayor/Board Chair Nelson called the meeting to order at 7:06 p.m.

**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; Management Analyst Maggie Le

**INVOCATION:** Arturo Rodriguez, Police Chaplain

**PLEDGE OF ALLEGIANCE:** Fourth District Supervisor Shawn Nelson

**PRESENTATIONS:**

- a. **Commendation - Recognition of Virginia Thomas, (30 Years of Service)  
Police Department Volunteer  
Recipient: Virginia Thomas, Placentia Police Volunteer  
Presenters: Mayor Nelson, Acting Chief of Police Smith, and Crime  
Prevention Officer Anderson**

City Administrator Butzlaff introduced Acting Chief of Police Smith and Crime Prevention Officer Anderson.

Acting Chief of Police Smith provided a brief narrative of Virginia Thomas' volunteer service.

Crime Prevention Officer Anderson presented a recognition plaque to Virginia Thomas.

Mayor Nelson presented a commendation certificate to Virginia Thomas.

Police Volunteer Thomas thanked Brian Yamaguchi for introducing her to the Police Volunteer Program. Ms. Thomas expressed her appreciation for the opportunities and shared her experiences in making a positive impact on the community.

**b. Presentation - Orange County Parks Update - Tri-City Park Improvements**  
**Presenter: Fourth District Supervisor Shawn Nelson**

City Administrator Butzlaff introduced Fourth District Supervisor Shawn Nelson.

Fourth District Supervisor Nelson provided a PowerPoint presentation relating to Tri-City Park with the slides including: Trashcans, Signage, Shelters, Map, FY 2013-2014 Completed Projects, Newest Addition, and FY 2014-2015 Future Projects.

Councilmember Underhill thanked Fourth District Supervisor Nelson for making the improvements and for the successful transition.

Councilmember Yamaguchi inquired about the schedule for the rollout for the parking fees.

Fourth District Supervisor Nelson replied that the rollout would be in approximately one (1) year.

Councilmember Wanke commented that Tri-City Park looks nice and his kids are enjoying the park.

Mayor Nelson presented a Key to the City to Fourth District Supervisor Nelson, the tenth presented in the City's history.

**c. Presentation - Community Services Overview of 2014 Summer Programs**  
**Presenter: Director of Community Services Nicks**

City Administrator Butzlaff introduced Director of Community Services Nicks.

Director of Community Services Nicks provided a brief introduction of the Community Services Overview of 2014 Programs and presented the 2014 Summer Programs Video.

**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 that the City will be having a Shred Day on Saturday, October 25<sup>th</sup> from 8:00 a.m. to 11:00 a.m. He announced that the Placentia Library will be hosting a Halloween Crafts, Treats, and Costume Contest on Saturday, October 25<sup>th</sup> from 2:00 p.m. to 3:00 p.m. He announced that the City will be commemorating the kickoff of the new Placentia Station in the City's historic downtown on Wednesday, October 29<sup>th</sup> at 10:00 a.m. at the former Placentia Orange Growers Association Building, 209 W. Crowther Avenue. He noted that the Placentia Station will be the newest stop on the 91 Line connecting the Inland Empire to Downtown Los Angeles.

**ORAL COMMUNICATIONS:**

Ms. Queen, resident, inquired on the architectural style of the Metrolink Station.

Jeff Buchanan, resident, addressed the City Attorney's current contract. He noted that he was unable to locate any records showing that Council discussed the City Attorney's contract during a public meeting. He inquired as to why there have not been discussions in public.

**CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:**

Mayor Nelson addressed Ms. Queen's question regarding the architectural style of the Metrolink Station. He noted that OCTA has agreed to create a mission style.

Mayor Nelson addressed Mr. Buchanan's question. He asked City Attorney Arczynski to address Mr. Buchanan's concerns.

City Attorney Arczynski commented that in 2009 there was a decision made to retain new legal counsel for the City. He noted that a number of firms submitted proposals to the City and Council interviewed candidates. He mentioned that during a public meeting, Council approved and retained his law firm. He noted that the City Attorney's budget and contract is available to the public and all were approved during a public meeting. He noted that there has been no violations of the Brown Act.

Councilmember Wanke mentioned that the Metrolink Station will fit in nicely and enhance the neighborhood.

Mayor Pro Tem Aguirre thanked everyone that assisted with the Heritage Festival.

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

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi to approve Consent Calendar Nos. 1.a. through 1.g.

**COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:**

- a. Consideration to Waive Reading in Full of all Ordinances and Resolutions  
Fiscal Impact: None  
Recommended Action: Approve  
**(5-0, as recommended)**
  
- b. Minutes  
 City Council/Successor/ICDA Regular Meetings - August 19, September 16 and October 7, 2014  
Recommended Action: Approve  
**(5-0, as recommended)**
  
- c. City Fiscal Year 2014-15 Check Register for October 21, 2014  
Fiscal Impact: \$560,718.75  
Recommended Action: It is recommended that the City Council:
  - 1) Receive and file  
**(5-0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

- d. 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
- (5-0, as recommended)**
- e. Appointment of Representatives to the Public Agency Risk Sharing Authority of California (PARSAC) Board of Directors**  
**Fiscal Impact: None**  
**Recommended Action: It is recommended that the City Council:**
- 1) Adopt Resolution No. R-2014-67, A Resolution of the City Council of the City of Placentia, California, appointing representatives to the PARSAC Board of Directors.
- (5-0, as recommended)**
- f. Approve an Agreement with USDA to Accept a Grant to Expand Marketing for the Placentia Farmers Market**  
**Fiscal Impact: Revenue: \$90,448 Total (FY 2014-15 \$33,916)**  
**Expenditure: \$90,448 Total (FY 2014-15 \$33,916)**  
**Recommended Action: It is recommended that the City Council:**
- 1) Approve an agreement with the USDA to accept a \$90,448 restricted project grant to promote the Placentia Farmers Market over a two (2) year period
  - 2) Adopt Resolution No. R-2014-68, A Resolution of the City Council of the City of Placentia, California, authorizing a Budget Amendment in the Fiscal Year 2014-15 in the aggregate amount of \$33,916 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
  - 3) Authorize the City Administrator, or his designee, to execute all applicable documents in a form approved by the City Attorney
- (5-0, as recommended)**
- g. Adoption of Resolution Related to the Establishment of Disadvantaged Business Enterprise Participation Level (DBE) Goals for Federal Fiscal Year 2014-15**  
**Fiscal Impact: None**  
**Recommended Action: It is recommended that the City Council:**
- 1) Adopt Resolution No. R-2014-69, A Resolution of the City Council of the City of Placentia, California, approving and adopting the anticipated DBE participation levels for Federal Fiscal Year (FFY) 2014-15
  - 2) Authorize the Mayor or City Administrator to execute Exhibit 9B and all other DBE documents required on behalf of the City to facilitate timely submission to the California Department of Transportation
- (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. **Second Reading and Adoption of an Ordinance O-2014-11 Adding § 1.18.130 to Chapter 1.18 of the Placentia Municipal Code Relating to Competitive Design-Build Processes**

**Fiscal Impact: None**

**Recommended Action: It is recommended that the City Council:**

- 1) Waive full reading, reading by title only, and conduct second reading and adoption of Ordinance No. O-2014-11, an Ordinance of the City Council of the City of Placentia, California, adding a new § 1.18.130 to Chapter 1.18 of the Placentia Municipal Code relating to Design-Build Alternate Methods

**(5-0, as recommended)**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi and carried a (5-0) to waive full reading, reading by title only, and conduct second reading and adoption of Ordinance No. O-2014-11, an Ordinance of the City Council of the City of Placentia, California, adding a new § 1.18.130 to Chapter 1.18 of the Placentia Municipal Code relating to Design-Build Alternate Methods.

**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:**

Councilmember Wanke inquired about the status of his request regarding the Community Facilities District expenditures.

City Administrator Butzlaff replied that he will meet with Staff to get an update on Councilmember Wanke's request, including the interaction with the City's auditors.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:54 p.m. to November 4, 2014 at 5:30 p.m.

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SCOTT W. NELSON  
MAYOR/AGENCY CHAIR

ATTEST:

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PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

**City of Placentia  
Check Register  
For 11/04/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 902,346.31

Check Totals by ID	
AP	831,659.31
EP	70,687.00
IP	0.00
OP	0.00

Check Totals by Fund	
101-General Fund (0010)	416,515.49
208-Secssr Agency Ret Oblig (0054)	6,655.00
225-Asset Seizure (0021)	3,596.97
260-Street Lighting District (0028)	30,911.85
265-Landscape Maintenance (0029)	995.10
275-Sewer Maintenance (0048)	13,501.32
280-Misc Grants Fund (0050)	254.06
401-City Capital Projects (0033)	158,796.19
501-Refuse Administration (0037)	1,102.61
601-Employee Health & Wifre (0039)	192,354.96
605-Risk Management (0040)	13,647.05
615-Information Technology (0042)	16,362.56
701-Special Deposits (0044)	46,403.15
715-Community Fac District (0047)	1,250.00

Void Total: 0.00  
Check Total: 902,346.31

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

Check Total: 902,346.31

**1.c.**  
**November 4, 2014**

**City of Placentia  
Check Register  
For 10/30/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	A&J PORTABLES V009198	HERITAGE RESTROOM RENTALS	0044-2067 Heritage Committee	TK101614	2,245.00	8260		00085496	10/16/2014
				<b>Check Total:</b>	<b>2,245.00</b>				
MW OH	AAA FLAG & BANNER V007428	AMERICAN FLAGS FOR STREETS	103655-6301 Special Department Supplies	TK101614	258.55	6005951		00085497	10/16/2014
				<b>Check Total:</b>	<b>258.55</b>				
MW OH	ACTION EMBROIDERY CORP V000082	HERITAGE COMMITTEE SHIRTS	0044-2067 Heritage Committee	TK101614	321.84	0276407		00085498	10/16/2014
				<b>Check Total:</b>	<b>321.84</b>				
MW OH	ADMINSURE V004980	SEPT WORKERS COMP ADMIN	404580-5165 Workers' Compensation Claims	TK101614	3,408.80	7178		00085499	10/16/2014
				<b>Check Total:</b>	<b>3,408.80</b>				
MW OH	ALL CITY MANAGEMENT V000005	8/31-9/13 CROSSING GUARD SVS	103047-6099 Other Professional Services	TK101614	2,499.53	36290	P10370	00085500	10/16/2014
				<b>Check Total:</b>	<b>2,499.53</b>				
MW OH	ANAHEIM REGIONAL V007613	SART EXAM DR#14-3710	103040-6099 Other Professional Services	TK101614	750.00	001319827		00085501	10/16/2014
				<b>Check Total:</b>	<b>750.00</b>				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK101614	155.45	530093989	P10406	00085502	10/16/2014
				<b>Check Total:</b>	<b>155.45</b>				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK101614	64.25	530093990	P10406	00085502	10/16/2014
				<b>Check Total:</b>	<b>64.25</b>				
MW OH	AWARDS BY PAUL V006055	HERITAGE CAR SHOW AWARDS	0044-2067 Heritage Committee	TK101614	974.16	31892		00085503	10/16/2014
				<b>Check Total:</b>	<b>974.16</b>				
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND-1201 HACIENDA	0044-2033 Construction & Demo Deposit	TK101614	100.00	30-14-65		00085504	10/16/2014
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	BREA ROOFING	ROOFING BOND REFUND-2135 TRAY	0044-2033	TK101614	100.00	30-14-75		00085504	10/16/2014
				<b>Check Total:</b>	<b>100.00</b>				

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	V003463		Construction & Demo Deposit						
MW OH	BURKE WILLIAMS & V006247	SEPT LEGAL SERVICES	101005-6005 Legal Services	TK101614	200.00 10,135.91	181607	P10388	00085505	10/16/2014
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	CALIFORNIA DENTAL V008102	OCT DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	TK101614	164.42	OCT 2014		00085506	10/16/2014
				<b>Check Total:</b>	<b>10,135.91</b>				
MW OH	CALIFORNIA DENTAL V008102	OCT DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	TK101614	695.52	OCT 2014		00085506	10/16/2014
				<b>Check Total:</b>	<b>859.94</b>				
MW OH	CALIFORNIA FORENSIC V000232	SEPT BLOOD DRAWS	103040-6055 Medical Services	TK101614	3,176.00	09.30.14	P10368	00085507	10/16/2014
				<b>Check Total:</b>	<b>3,176.00</b>				
MW OH	GBRE INC V009445	RETAIL DEVELOPMENT ANALYSIS	102534-6099 Other Professional Services	TK101614	2,500.00	2014-764041-002	P10313	00085508	10/16/2014
				<b>Check Total:</b>	<b>2,500.00</b>				
MW OH	CLEAN CITY V007411	SEPT GRAFFITI REMOVAL SVS	103652-6290 Dept. Contract Services	TK101614	19,273.00	696	P10437	00085509	10/16/2014
				<b>Check Total:</b>	<b>19,273.00</b>				
MW OH	COMMERCIAL CARPET & V009531	REPLACE CARPET-120 S. BRADFORD	33354-6185 / 6200240011-6185 Construction Services	TK101614	4,482.00	42513	P10407	00085510	10/16/2014
				<b>Check Total:</b>	<b>4,482.00</b>				
MW OH	COMMUNITY SENIOR SERV V008148	JULY SR CENTER KITCHEN SUPERV	1104071-6099 / 79278-6099 Other Professional Services	TK101614	853.90	0007305-JN		00085511	10/16/2014
				<b>Check Total:</b>	<b>853.90</b>				
MW OH	D & D SERVICES INC. V007321	OCT-DEC ANIMAL DISPOSAL SVS	103045-6280 Animal Control Services	TK101614	735.00	88863		00085512	10/16/2014
				<b>Check Total:</b>	<b>735.00</b>				
MW OH	DAYLE MCINTOSH CENTER	9/17 TRANSLATION SERVICES	103042-6299	TK101614	450.00	44938		00085513	10/16/2014
				<b>Check Total:</b>	<b>735.00</b>				

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	V009551		Other Purchased Services						
MW OH	DIAZ, AMY V009453	REIMB-CITY CLERK WORKSHOP	101512-6250 Staff Training	TK101614	450.00	165.00 101414		00085514	10/16/2014
MW OH	V003109	EMPIRE PIPE CLEANING AND/22-10/1 SEWER CLEANING	484376-6120 R & M/Sewer & Storm Drain	TK101614	165.00	11,115.00 9678	P10391	00085515	10/16/2014
MW OH	V003312	ENTERPRISE FLEET SERVICES	103042-6165 / 50070-6165 Vehicle Rental	TK101614	11,115.00	2,948.31 FBN2647485	P10361	00085516	10/16/2014
MW OH	V008132	FIDELITY SECURITY LIFE OCT VISION PREMIUM	395083-5164 Optical Insurance Premiums	TK101614	2,948.31	1,150.90 8888476		00085517	10/16/2014
MW OH	V008132	FIDELITY SECURITY LIFE OCT VISION PREMIUM	395000-4740 ISF Employee Optical Costs	TK101614	1,657.25	8888476		00085517	10/16/2014
MW OH	FIS V008518	SEPT CC PROCESSING FEE	102021-6025 Third Party Administration	TK101614	2,808.15	18.55 34279915		00085518	10/16/2014
MW OH	V009316	FORENSIC NURSE 9/18 CAST EXAM	103040-6099 Other Professional Services	TK101614	18.55	650.00 3163		00085519	10/16/2014
MW OH	V008085	GE CAPITAL DEC COPIER LEASE-PW	484376-6175 Office Equipment Rental	TK101614	650.00	259.22 61514223	P10281	00085520	10/16/2014
MW OH	V009410	GOLDEN STAR TECHNOLOGYPHONE ADAPTER	421523-6301 Special Department Supplies	TK101614	259.22	50.64 JAI109558		00085521	10/16/2014
MW OH	V009410	GOLDEN STATE WATER JULY-OCT WATER CHARGES	109595-6335	TK101614	50.64	7,381.93 100614		00085522	10/16/2014

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	V000928		Water						
MW OH	HORIZONS CONSTRUCTION V009391	STRIPING & MEDIAN WORK	335552-6185 / 6102040155-6185 Construction Services	TK101614	21,136.00	P-0301	P10444	00085523	10/16/2014
				<b>Check Total:</b>	<b>7,381.93</b>				
MW OH	HR GREEN INC V007928	SEPT ENGINEERING SVS	0044-2048 / 45052-2048 Engineering Plan Check Deposit	TK101614	70.00	94597		00085524	10/16/2014
MW OH	HR GREEN INC V007928	JULY-AUG ENGINEERING SVS	0044-2048 / 61135-2048 Engineering Plan Check Deposit	TK101614	1,173.75	94598		00085524	10/16/2014
MW OH	HR GREEN INC V007928	AUG CITY ENGINEERING SVS	103550-6015 Engineering Services	TK101614	9,240.00	94564	P10404	00085524	10/16/2014
MW OH	HR GREEN INC V007928	SEPT CITY ENGINEERING SVS	103550-6015 Engineering Services	TK101614	11,270.00	94596	P10404	00085524	10/16/2014
				<b>Check Total:</b>	<b>21,753.75</b>				
MW OH	HUNTER SIGNS V000481	HERITAGE BANNER REPAIRS	0044-2067 Heritage Committee	TK101614	102.60	1409101		00085525	10/16/2014
MW OH	HUNTER SYSTEMS GROUP V009095	PD SOFTWARE MAINT/SUPPORT	103041-6301 Special Department Supplies	TK101614	299.00	HSG-5663		00085526	10/16/2014
				<b>Check Total:</b>	<b>102.60</b>				
MW OH	IMPERIAL SPRINKLER V006506	LMD IRRIGATION VALVE REPAIRS	296561-6115 Landscaping	TK101614	52.77	2100510-00		00085527	10/16/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK101614	496.11	2100512-00		00085527	10/16/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK101614	219.67	2106950-00		00085527	10/16/2014
				<b>Check Total:</b>	<b>768.55</b>				
MW OH	JP CONSTRUCTION V009035	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK101614	100.00	30-14-79		00085528	10/16/2014

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MW OH	JP CONSTRUCTION V009035	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK101614	100.00	30-14-80		00085528	10/16/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM	103043-6360 / 50080-6360 Uniforms	<b>Check Total:</b> TK101614	<b>200.00</b> 472.96	5653		00085529	10/16/2014
MW OH	KNOWLES-MCNIFF INC V000558	SEPT SOFTWARE MAINT	422023-6136 Software Maintenance	<b>Check Total:</b> TK101614	<b>472.96</b> 1,701.00	INV90691		00085530	10/16/2014
MW OH	MANAGEMENT PARTNERS V008226	9/16-30 GENERAL PLAN MGMT	332531-6017 / 6108670159-6017 Special Studies	<b>Check Total:</b> TK101614	<b>1,701.00</b> 1,508.76	INV01443	P10403	00085531	10/16/2014
MW OH	MONOGRAM MAGIC V008879	PD SHIRTS	103041-6360 / 50130-6360 Uniforms	<b>Check Total:</b> TK101614	<b>1,508.76</b> 130.61	45722		00085532	10/16/2014
MW OH	MONOGRAM MAGIC V008879	PD SHIRTS	103040-6360 / 50100-6360 Uniforms	TK101614	42.09	45722		00085532	10/16/2014
MW OH	MONOGRAM MAGIC V008879	PD SHIRTS	103041-6360 / 50067-6360 Uniforms	TK101614	126.30	45722		00085532	10/16/2014
MW OH	MONOGRAM MAGIC V008879	PD SHIRTS	103047-6360 / 50045-6360 Uniforms	TK101614	126.30	45722		00085532	10/16/2014
MW OH	MONOGRAM MAGIC V008879	PD SHIRTS	103043-6360 / 50080-6360 Uniforms	TK101614	43.09	45723		00085532	10/16/2014
MW OH	MONOGRAM MAGIC V008879	PD SHIRTS	103041-6360 / 50130-6360 Uniforms	TK101614	88.35	45723		00085532	10/16/2014
MW OH	MONOGRAM MAGIC V008879	PD SHIRTS	103043-6360 / 50100-6360 Uniforms	TK101614	43.09	45723		00085532	10/16/2014
MW OH	MONOGRAM MAGIC V008879	PD SHIRTS	103040-6360 / 50040-6360 Uniforms	TK101614	42.23	45723		00085532	10/16/2014
MW OH	MONOGRAM MAGIC	PD SHIRTS	103046-6360 / 50142-6360	TK101614	86.19	45723		00085532	10/16/2014

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	V008879		Uniforms					
MW OH	NON STOP FUN V009554	HERITAGE GAME VENDOR	0044-2067 / 79392-2067 Heritage Committee	TK101614	4,670.25 101114	P10453	00085533	10/16/2014
				<b>Check Total:</b>	<b>728.25</b>			
MW OH	OC PLUMBING V004312	PLUMBING SERVICES	103554-6130 Repair & Maint/Facilities	TK101614	199.50 14545		00085534	10/16/2014
				<b>Check Total:</b>	<b>4,670.25</b>			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	TK101614	139.06 047412		00085535	10/16/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	TK101614	314.38 047418		00085535	10/16/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK101614	26.51 047431I		00085535	10/16/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	TK101614	6.25 047435		00085535	10/16/2014
				<b>Check Total:</b>	<b>486.20</b>			
MW OH	OLSON, WENDY V006562	HERITAGE ENTERTAINMENT	0044-2067 / 79392-2067 Heritage Committee	TK101614	300.00 101114		00085536	10/16/2014
				<b>Check Total:</b>	<b>300.00</b>			
MW OH	ONWARD ENGINEERING V008092	AUG CONSTRUCTION MANAGEMENT	33552-6185 / 6200140017-6185 Construction Services	TK101614	7,647.20 2645	P10442	00085537	10/16/2014
MW OH	ONWARD ENGINEERING V008092	SEPT CONSTRUCTION MANAGEMENT	33552-6185 / 6200140017-6185 Construction Services	TK101614	7,920.00 2667	P10442	00085537	10/16/2014
				<b>Check Total:</b>	<b>15,567.20</b>			
MW OH	ORANGE COUNTY REGISTER V003211	HERITAGE ADVERTISEMENT	0044-2067 / 79392-2067 Heritage Committee	TK101614	2,459.00 093014		00085538	10/16/2014
MW OH	PAK WEST PAPER &	JANITORIAL SUPPLIES	103554-6137	TK101614	2,047.37 PINV149327		00085539	10/16/2014
				<b>Check Total:</b>	<b>2,459.00</b>			

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	V000815		Repair Maint/Equipment					
MW OH	PENNSAVER USA V000856	HERITAGE ADVERTISEMENT	0044-2067 / 79392-2067 Heritage Committee	<b>Check Total:</b> TK101614	2,047.37 317.79 130285212		00085540	10/16/2014
MW OH	PSYCH CONSULT ASSOC. INC V009259	IN0922-26 PRE EMPLOYMENT EXAMS	101512-6099 Other Professional Services	<b>Check Total:</b> TK101614	317.79 800.00 521297		00085541	10/16/2014
MW OH	RAGGED ROBIN RANCH INC V009274	INC9/29-10/9 PLANNING SERVICES	0044-2048 / 45040-2048 Engineering Plan Check Deposit	<b>Check Total:</b> TK101614	800.00 67.50 CR1010A		00085542	10/16/2014
MW OH	RAGGED ROBIN RANCH INC V009274	INC9/29-10/9 PLANNING SERVICES	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK101614	236.25 CR1010A		00085542	10/16/2014
MW OH	RAGGED ROBIN RANCH INC V009274	INC9/29-10/9 PLANNING SERVICES	0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK101614	168.75 CR1010A		00085542	10/16/2014
MW OH	RAGGED ROBIN RANCH INC V009274	INC9/29-10/9 PLANNING SERVICES	0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK101614	67.50 CR1010A		00085542	10/16/2014
MW OH	RAGGED ROBIN RANCH INC V009274	INC9/29-10/9 PLANNING SERVICES	0044-2048 / 45037-2048 Engineering Plan Check Deposit	TK101614	135.00 CR1010A		00085542	10/16/2014
MW OH	RAGGED ROBIN RANCH INC V009274	INC9/29-10/9 PLANNING SERVICES	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK101614	202.50 CR1010A		00085542	10/16/2014
MW OH	RAGGED ROBIN RANCH INC V009274	INC9/29-10/9 PLANNING SERVICES	102531-6290 Dept. Contract Services	TK101614	6,417.50 CR1010	P10340	00085542	10/16/2014
MW OH	REIMER, DEBORAH V009346	9/29-10/9 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	<b>Check Total:</b> TK101614	7,295.00 2,888.50 0119	P10366	00085543	10/16/2014
MW OH	RIVENBURG, DENIENE V009553	POOL DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	<b>Check Total:</b> TK101614	2,888.50 500.00 50-16-31		00085544	10/16/2014
				<b>Check Total:</b>	500.00			

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MW OH	SIEMENS INDUSTRY INC V008785	JULY EXTRA INTERSECTION MAINT	333552-6015 / 61138-6015 Engineering Services	TK101614	238.54	5620000488		00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY EXTRA INTERSECTION MAINT	0044-2048 / 61136-2048 Engineering Plan Check Deposit	TK101614	59.64	5620000489		00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY EXTRA INTERSECTION MAINT	333552-6015 / 61140-6015 Engineering Services	TK101614	238.54	5620004311		00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY EXTRA INTERSECTION MAINT	333552-6015 / 61141-6015 Engineering Services	TK101614	357.81	5620004435		00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK101614	8.75	5620001147	P10413	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	103652-6099 Other Professional Services	TK101614	1,896.65	5620001147	P10413	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK101614	59.63	5620001147	P10413	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK101614	31.25	5620001147	P10413	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	AUG EMERGENCY SIGNAL MAINT	103652-6099 Other Professional Services	TK101614	4,860.10	5620004690	P10413	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	103652-6099 Other Professional Services	TK101614	4,170.27	5610006072	P10414	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	TK101614	28.05	5610006072	P10414	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK101614	127.50	5610006072	P10414	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK101614	176.80	5610006072	P10414	00085545	10/16/2014
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK101614	182.38	5610006072	P10414	00085545	10/16/2014
<b>Check Total:</b>					<b>12,435.91</b>				
MW OH	SOUTHERN CALIFORNIA	AUG ELECTRICAL CHARGES	109595-6330	TK101614	882.53	082313		00085546	10/16/2014

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	V000910		Electricity					
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICAL CHARGES	286560-6330 Electricity	TK101614	30,911.85 100714		00085546	10/16/2014
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICAL CHARGES	109595-6330 Electricity	TK101614	13,307.05 100714		00085546	10/16/2014
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICAL CHARGES	296561-6330 Electricity	TK101614	268.01 100714		00085546	10/16/2014
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICAL CHARGES	0010-1228 AR/County of Orange	TK101614	16.19 100714		00085546	10/16/2014
				<b>Check Total:</b>	<b>45,385.63</b>			
MW OH	SPRINT V006126	SEPT PD FRAME RELAY SVS	109595-6215 Telephone	TK101614	608.41 95091141000736		00085547	10/16/2014
				<b>Check Total:</b>	<b>608.41</b>			
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	TK101614	16.75 196040		00085548	10/16/2014
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	TK101614	9.98 197562		00085548	10/16/2014
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	TK101614	21.03 197772		00085548	10/16/2014
				<b>Check Total:</b>	<b>47.76</b>			
MW OH	T-MOBILE V004339	9/2-10/1 CELL PHONE CHARGES	109595-6215 Telephone	TK101614	1,157.76 SEPT 14		00085549	10/16/2014
MW OH	T-MOBILE V004339	9/2-10/1 PD CELL PHONE CHARGES	109595-6215 Telephone	TK101614	644.36 SEPT PD 14		00085549	10/16/2014
				<b>Check Total:</b>	<b>1,802.12</b>			
MW OH	TRILLIUM V007952	CNG FUEL	103658-6345 Gasoline & Diesel Fuel	TK101614	80.83 INV0010031		00085550	10/16/2014
MW OH	TRIEPEI SMITH &	9/22-24 IT CONSULTING SVS	421523-6290	TK101614	437.50 1187	P10432	00085551	10/16/2014
				<b>Check Total:</b>	<b>80.83</b>			

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	V007848		Dept. Contract Services					
MW OH	TYLER LIGHTING SERVICES V008707	SERVICES PARK LIGHT REPAIRS	103655-6301 Special Department Supplies	TK101614	437.50 954.60 09304		00085552	10/16/2014
				<b>Check Total:</b>	<b>954.60</b>			
MW OH	UNITED STATES POSTAL V001085	PERMIT #26 QUARTERLY POSTAGE	104070-6325 Postage	TK101614	3,000.00 101414	P10272	00085553	10/16/2014
				<b>Check Total:</b>	<b>3,000.00</b>			
MW OH	VAZQUEZ, JOSE V009471	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK101614	100.00 30-14-52		00085554	10/16/2014
				<b>Check Total:</b>	<b>100.00</b>			
MW OH	WANKE, CHAD P. V007435	REIMBURSEMENT-LEAGUE CONF	101001-6245 Meetings & Conferences	TK101614	730.00 100814		00085555	10/16/2014
				<b>Check Total:</b>	<b>730.00</b>			
MW OH	WAXIE SANITARY SUPPLY V001132	JANITORIAL SUPPLIES	103554-6130 Repair & Maint/Facilities	TK101614	644.01 74844749		00085556	10/16/2014
				<b>Check Total:</b>	<b>644.01</b>			
MW OH	WEST COAST ARBORISTS IN V001124	IN#16-30 STREET TREE MAINT	103652-6116 Tree Maintenance	TK101614	19,060.00 100129	P10392	00085557	10/16/2014
				<b>Check Total:</b>	<b>19,060.00</b>			
MW OH	WEST COAST ARBORISTS IN V001124	IN#1-15 STREET TREE MAINT	103652-6116 Tree Maintenance	TK101614	15,810.00 99859	P10392	00085557	10/16/2014
				<b>Check Total:</b>	<b>15,810.00</b>			
MW OH	WILLDAN ENGINEERING V007112	JULY ENGR SVS ALLEY/PARKING	LOI03550-6015 Engineering Services	TK101614	6,781.50 00513011	P10445	00085558	10/16/2014
				<b>Check Total:</b>	<b>6,781.50</b>			
MW OH	WILLDAN ENGINEERING V007112	AUG ENGR SVS ALLEY/PARKING	LOT03550-6015 Engineering Services	TK101614	3,692.82 00513068	P10445	00085558	10/16/2014
				<b>Check Total:</b>	<b>3,692.82</b>			
MW OH	WILLDAN FINANCIAL V005723	JULY-SEPT CFD ADMIN SVS	476562-6030 Trustee Fees	TK101614	1,250.00 010-25509		00085559	10/16/2014
				<b>Check Total:</b>	<b>1,250.00</b>			

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				<b>Check Total:</b>	<b>1,250.00</b>			
MW OH	CALIFORNIA STATE V004813	P/E 10/11/14 PD DATE 10/17/14	0010-2196 Garnishments W/H	PY14021	461.53 2700/1401021		00085560	10/21/2014
				<b>Check Total:</b>	<b>461.53</b>			
MW OH	CALPERS LONG-TERM CARE V000845	P/E 10/11/14 PD DATE 10/17/14	0010-2160 PERS Long Term Care	PY14021	43.08 2630/1401021		00085561	10/21/2014
				<b>Check Total:</b>	<b>43.08</b>			
MW OH	GREAT WEST V006983	P/E 10/11/14 PD DATE 10/17/14	0010-2172 Deferred Comp Pay. - Gr West	PY14021	698.29 2607/1401021		00085562	10/21/2014
MW OH	GREAT WEST V006983	P/E 10/11/14 PD DATE 10/17/14	0029-2172 Deferred Comp Pay. - Gr West	PY14021	9.35 2607/1401021		00085562	10/21/2014
MW OH	GREAT WEST V006983	P/E 10/11/14 PD DATE 10/17/14	0048-2172 Deferred Comp Pay. - Gr West	PY14021	20.24 2607/1401021		00085562	10/21/2014
				<b>Check Total:</b>	<b>727.88</b>			
MW OH	ORANGE COUNTY V000699	P/E 10/11/14 PD DATE 10/17/14	0029-2176 PCEA/OCEA Assoc Dues	PY14021	7.37 2610/1401021		00085563	10/21/2014
MW OH	ORANGE COUNTY V000699	P/E 10/11/14 PD DATE 10/17/14	0048-2176 PCEA/OCEA Assoc Dues	PY14021	15.51 2610/1401021		00085563	10/21/2014
MW OH	ORANGE COUNTY V000699	P/E 10/11/14 PD DATE 10/17/14	0010-2176 PCEA/OCEA Assoc Dues	PY14021	259.00 2610/1401021		00085563	10/21/2014
MW OH	ORANGE COUNTY V000699	P/E 10/11/14 PD DATE 10/17/14	0037-2176 PCEA/OCEA Assoc Dues	PY14021	6.72 2610/1401021		00085563	10/21/2014
				<b>Check Total:</b>	<b>288.60</b>			
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/11/14 PD DATE 10/17/14	0037-2176 PCEA/OCEA Assoc Dues	PY14021	0.70 2615/1401021		00085564	10/21/2014
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/11/14 PD DATE 10/17/14	0048-2176 PCEA/OCEA Assoc Dues	PY14021	1.61 2615/1401021		00085564	10/21/2014
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/11/14 PD DATE 10/17/14	0010-2176 PCEA/OCEA Assoc Dues	PY14021	26.93 2615/1401021		00085564	10/21/2014

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MW OH	PCEA C/O NORTH ORANGE V000679	10/11/14 PD DATE 10/17/14	0029-2176 PCEA/OCEA Assoc Dues	PY14021	0.76	2615/1401021		00085564	10/21/2014
				<b>Check Total:</b>	<b>30.00</b>				
MW OH	PLACENTIA POLICE V000839	P/E 10/11/14 PD DATE 10/17/14	0010-2180 Police Mgmt Assn Dues	PY14021	984.17	2625/1401021		00085565	10/21/2014
				<b>Check Total:</b>	<b>984.17</b>				
MW OH	PLACENTIA POLICE V003519	P/E 10/11/14 PD DATE 10/17/14	0010-2178 Placentia Police Assoc Dues	PY14021	2,946.76	2620/1401021		00085566	10/21/2014
MW OH	PLACENTIA POLICE V003519	P/E 10/11/14 PD DATE 10/17/14	0050-2178 Placentia Police Assoc Dues	PY14021	100.06	2620/1401021		00085566	10/21/2014
				<b>Check Total:</b>	<b>3,046.82</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 10/11/14 PD DATE 10/17/14	0010-2170 Deferred Comp Payable - ICMA	PY14021	1,165.41	2606/1401021		00085567	10/21/2014
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 10/11/14 PD DATE 10/17/14	0029-2170 Deferred Comp Payable - ICMA	PY14021	15.91	2606/1401021		00085567	10/21/2014
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 10/11/14 PD DATE 10/17/14	0048-2170 Deferred Comp Payable - ICMA	PY14021	23.88	2606/1401021		00085567	10/21/2014
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 10/11/14 PD DATE 10/17/14	0037-2170 Deferred Comp Payable - ICMA	PY14021	19.36	2606/1401021		00085567	10/21/2014
				<b>Check Total:</b>	<b>1,224.56</b>				
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK102114	534.26	64476	P10376	00085568	10/21/2014
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK102114	1,433.57	64814	P10376	00085568	10/21/2014
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK102114	83.97	64815	P10376	00085568	10/21/2014
				<b>Check Total:</b>	<b>2,051.80</b>				
MW OH	A-1 AUTO BODY AND V005848	TOWING SERVICES	103047-6181 Towing Services	TK1029A	2,285.25	JUNE 14	P10459	00085569	10/30/2014

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MW OH	A-1 AUTO BODY AND V005848	TOWING SERVICES	103047-6181 Towing Services	TK1029A	948.75	MAY 14	P10459	00085569	10/30/2014
MW OH	AAA FLAG & BANNER V007428	AMERICAN FLAGS FOR STREETS	103655-6301 Special Department Supplies	<b>Check Total:</b> TK1029A	<b>3,234.00</b> 1,116.72	6006635		00085570	10/30/2014
MW OH	AAA FLAG & BANNER V007428	AMERICAN FLAGS FOR STREETS	103655-6301 Special Department Supplies	TK1029A	162.00	6007353		00085570	10/30/2014
MW OH	ADAMSON POLICE V007539	BODY ARMOR-MADRIGAL	103041-6360 / 50050-6360 Uniforms	<b>Check Total:</b> TK1029A	<b>1,278.72</b> 729.00	INV152683	P10302	00085571	10/30/2014
MW OH	ADAMSON POLICE V007539	BODY ARMOR	103041-6360 / 50040-6360 Uniforms	TK1029A	2,187.00	INV152683	P10302	00085571	10/30/2014
MW OH	ADMINSURE V004980	OCT WORKERS COMP ADMIN	404580-5165 Workers' Compensation Claims	<b>Check Total:</b> TK1029A	<b>2,916.00</b> 3,494.02	7264		00085572	10/30/2014
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	<b>Check Total:</b> TK1029A	<b>3,494.02</b> 3,126.75	AUGUST 14	P10449	00085573	10/30/2014
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	TK1029A	4,633.75	JULY 14	P10449	00085573	10/30/2014
MW OH	ANAHEIM FULLERTON V006631	TOWING SERVICES	103047-6181 Towing Services	TK1029A	3,217.50	JUNE 14	P10460	00085573	10/30/2014
MW OH	ANAHEIM FULLERTON V006631	TOWING SERVICES	103047-6181 Towing Services	TK1029A	5,337.75	MAY 14	P10460	00085573	10/30/2014
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	<b>Check Total:</b> TK1029A	<b>16,315.75</b> 150.00	530111097	P10406	00085574	10/30/2014
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK1029A	111.68	530111098	P10406	00085574	10/30/2014

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MW OH	ART OF DANCE & BALLET V007955	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK1029A	261.68	297.05 FALL 2014		00085575	10/30/2014
				<b>Check Total:</b>	<b>297.05</b>				
MW OH	AT & T MOBILITY V008709	SEPT IPAD CHARGES	109595-6215 Telephone	TK1029A	441.20	X10152014		00085576	10/30/2014
				<b>Check Total:</b>	<b>441.20</b>				
MW OH	B & M LAWN & GARDEN V000127	LAWN MOWER TOOLS	103655-6301 Special Department Supplies	TK1029A	166.53	187798		00085577	10/30/2014
				<b>Check Total:</b>	<b>166.53</b>				
MW OH	BALI CONSTRUCTION INC V008755	JULY-SEPT CONSTRUCTION SVS	333552-6185 / 6102040155-6185 Construction Services	TK1029A	59,039.64	2 REV	P10468	00085578	10/30/2014
				<b>Check Total:</b>	<b>59,039.64</b>				
MW OH	BEST BEST & KRIEGER LLP V009431	LEGAL SERVICES	404582-6006 / 10038-6006 Litigation	TK1029A	196.00	729128		00085579	10/30/2014
				<b>Check Total:</b>	<b>852.50</b>				
MW OH	BEST BEST & KRIEGER LLP V009431	LEGAL SERVICES	404582-6006 / 10038-6006 Litigation	TK1029A	974.38	734475		00085579	10/30/2014
				<b>Check Total:</b>	<b>2,022.88</b>				
MW OH	BLUE FOUNTAIN POOLS V001188	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	TK1029A	500.00	50-1-635		00085580	10/30/2014
				<b>Check Total:</b>	<b>500.00</b>				
MW OH	BUTTS, BRAD V002941	PD TRAINING-MEALS,MILEAGE	103041-6250 Staff Training	TK1029A	38.27	7162		00085581	10/30/2014
				<b>Check Total:</b>	<b>38.27</b>				
MW OH	BUTZLAFF, TROY V005326	ICMA CONF REIMBURSEMENT	101511-6245 Meetings & Conferences	TK1029A	2,308.08	102114		00085582	10/30/2014
				<b>Check Total:</b>	<b>120.00</b>				
MW OH	BUTZLAFF, TROY	MMASC CONF PER DIEM	101511-6245	TK1029A	120.00	102314		00085582	10/30/2014

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	V005326		Meetings & Conferences					
			<b>Check Total:</b>		<b>2,428.08</b>			
MW OH	CALIFORNIA PUBLIC V006234	NOV MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	TK1029A	114,560.57 10000001440140	P10461	00085583	10/30/2014
MW OH	CALIFORNIA PUBLIC V006234	NOV MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	TK1029A	12,788.27 10000001440140		00085583	10/30/2014
			<b>Check Total:</b>		<b>127,348.84</b>			
MW OH	CAPTURE TECHNOLOGIES V004390	2014-2017 SOFTWARE MAINT	103043-6099 Other Professional Services	TK1029A	7,092.72 1955	P10461	00085584	10/30/2014
MW OH	CARL WARREN & CO V008011	OCT 3RD PARTY LIABILITY CLAIMS	404582-6025 Third Party Administration	TK1029A	1,541.66 1630275	P10364	00085585	10/30/2014
MW OH	CARWASH OF AMERICA V000771	SEPT CITY CAR WASHES	103658-6134 Vehicle Repair & Maintenance	TK1029A	433.52 SEPT 14		00085586	10/30/2014
			<b>Check Total:</b>		<b>1,541.66</b>			
MW OH	CBE V008124	COPY MACHINE STAPLES	109595-6230 Printing & Binding	TK1029A	63.72 IN1620705		00085587	10/30/2014
			<b>Check Total:</b>		<b>433.52</b>			
MW OH	CDCE INC V009479	MOBILE DATA COMPUTERS	333523-6899 / 3002340021-6899 Other Capital Outlay	TK1029A	3,977.65 128521	P10365	00085588	10/30/2014
			<b>Check Total:</b>		<b>63.72</b>			
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	TK1029B	125.00 103B	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	TK1029B	12.50 103C	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	LIEN SERVICES	103047-6182 Lien Services	TK1029B	12.50 214D	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SERVICES	103047-6182	TK1029A	112.50 226B	P10458	00085589	10/30/2014

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	V005847		Lien Services						
MW OH	V005847	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES	103047-6182 Lien Services	TK1029A	112.50	231	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES	103047-6182 Lien Services	TK1029B	12.50	231A	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES	103047-6182 Lien Services	TK1029A	162.50	236	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES	103047-6182 Lien Services	TK1029B	12.50	238D	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES	103047-6182 Lien Services	TK1029B	125.00	241A	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES	103047-6182 Lien Services	TK1029B	37.50	242A	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES	103047-6182 Lien Services	TK1029B	75.00	247A	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES	103047-6182 Lien Services	TK1029B	12.50	248A	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES	103047-6182 Lien Services	TK1029B	87.50	253A	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES	103047-6182 Lien Services	TK1029B	75.00	259A	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES	103047-6182 Lien Services	TK1029B	112.50	265A	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES	103047-6182 Lien Services	TK1029B	12.50	267C	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES	103047-6182 Lien Services	TK1029B	75.00	270D	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103047-6182 Lien Services	TK1029B	125.00	276C	P10458	00085589	10/30/2014
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103047-6182 Lien Services	TK1029B	87.50	280E	P10458	00085589	10/30/2014

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	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES		103047-6182	TK1029B	162.50	286A	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES		103047-6182	TK1029B	87.50	291B	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES		103047-6182	TK1029B	25.00	292	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES OCT LIEN SERVICES		103047-6182	TK1029B	150.00	297D	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES		103047-6182	TK1029A	25.00	3463	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES		103047-6182	TK1029A	50.00	3464	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES		103047-6182	TK1029B	25.00	3466	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES		103047-6182	TK1029B	25.00	3469	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES		103047-6182	TK1029B	50.00	3470	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES		103047-6182	TK1029B	75.00	3471	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES		103047-6182	TK1029B	75.00	3473	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES		103047-6182	TK1029B	25.00	3475	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES LIEN SERVICES		103047-6182	TK1029A	15.00	6661	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES LIEN SERVICES		103047-6182	TK1029A	7.50	6662	P10458	00085589	10/30/2014
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES		103047-6182	TK1029A	7.50	6670	P10458	00085589	10/30/2014

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	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	7.50 6679	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES JULY LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	22.50 6684	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	37.50 6689	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	7.50 6695	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES AUG LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	7.50 6704	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	7.50 6714	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	7.50 6718	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	7.50 6723	P10458	00085589	10/30/2014
MW OH	CLEAR CHOICE LIEN SALES OCT LIEN SERVICES V005847		103047-6182 Lien Services	TK1029B	22.50 6728	P10458	00085589	10/30/2014
				<b>Check Total:</b>	<b>2,320.00</b>			
MW OH	COMMERCIAL CARPET & CARPET FOR CITY HALL V009531		103554-6130 Repair & Maint/Facilities	TK1029B	552.00 42573		00085591	10/30/2014
MW OH	COMMERCIAL CARPET & CARPET FOR CITY HALL V009531		103554-6130 Repair & Maint/Facilities	TK1029B	341.00 42574		00085591	10/30/2014
				<b>Check Total:</b>	<b>893.00</b>			
MW OH	COPWARE INC V000172	2015 CA CODE SOFTWARE	103040-6320 Books & Periodicals	TK1029B	550.00 82695		00085592	10/30/2014
MW OH	CSUF ASC	TRANSCRIPTION SVS	0044-2065	<b>Check Total:</b>	<b>550.00</b>			
				TK1029B	760.00 AR163641		00085593	10/30/2014

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	V004639		Historical Committee						
MW OH	DATAQUICK V000297	SEPT GIS PARCEL DATA SVS	421523-6136 Software Maintenance	<b>Check Total:</b> TK1029B	<b>760.00</b> 130.50	BI-2341624		00085594	10/30/2014
MW OH	DE LA PAZ, SHARLYN V009396	REIMBURSEMENT-NOTARY REG	103040-6250 Staff Training	<b>Check Total:</b> TK1029B	<b>130.50</b> 34.00	20140000330579		00085595	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	JULY LIVESCAN PROCESSING	0044-2053 DOJ Livescan	<b>Check Total:</b> TK1029B	<b>34.00</b> 283.00	048383		00085596	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	JULY LIVESCAN PROCESSING	101512-6099 Other Professional Services	TK1029B	352.00	048383		00085596	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	JULY LIVESCAN PROCESSING	0044-2054 FBI Livescan	TK1029B	68.00	048383		00085596	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	AUG LIVESCAN PROCESSING	0044-2053 DOJ Livescan	TK1029B	375.00	053900		00085596	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	AUG LIVESCAN PROCESSING	0044-2054 FBI Livescan	TK1029B	119.00	053900		00085596	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	AUG LIVESCAN PROCESSING	101512-6099 Other Professional Services	TK1029B	320.00	053900		00085596	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	0044-2054 FBI Livescan	TK1029B	68.00	059760		00085596	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	0044-2053 DOJ Livescan	TK1029B	896.00	059760		00085596	10/30/2014
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	101512-6099 Other Professional Services	TK1029B	96.00	059760		00085596	10/30/2014
MW OH	DFS FLOORING INC V000099	SEPT CARPET CLEANING	103554-6130 Repair & Maint/Facilities	<b>Check Total:</b> TK1029B	<b>2,577.00</b> 605.00	300098-112		00085597	10/30/2014

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MW OH	ESCARSEGA, STEVEN V009558	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	TK1029B	605.00		00085598	10/30/2014
				<b>Check Total:</b>	<b>500.00</b>			
MW OH	FAIRWAY FORD V000376	AUTO BODY REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK1029B	4,472.58	11567	00085599	10/30/2014
				<b>Check Total:</b>	<b>500.00</b>			
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK1029B	543.80	11597	00085599	10/30/2014
				<b>Check Total:</b>	<b>1,211.84</b>	201203	00085599	10/30/2014
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK1029B	605.92	202255	00085599	10/30/2014
				<b>Check Total:</b>	<b>6,834.14</b>			
MW OH	FASTSIGNS V007748	METROLINK STATION SIGNS	333552-6185 / 61133-6185 Construction Services	TK1029B	928.97	261/30484	00085600	10/30/2014
				<b>Check Total:</b>	<b>928.97</b>			
MW OH	FENSTERMAKER, DANIEL V005067	OCTOBER MEDIA SERVICES	441573-6099 Other Professional Services	TK1029C	5,077.93	PLA-14-010	00085601	10/30/2014
				<b>Check Total:</b>	<b>5,077.93</b>			
MW OH	FILLERS, JACOB V009181	DUI CLASS REG, MEALS, MILEAGE	103041-6250 Staff Training	TK1029B	519.70	76219	00085602	10/30/2014
				<b>Check Total:</b>	<b>519.70</b>			
MW OH	GLOBAL POOLS V009561	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	TK1029B	500.00	50-1-636	00085603	10/30/2014
				<b>Check Total:</b>	<b>500.00</b>			
MW OH	GLOE, ADAM V002828	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK1029B	38.27	3132	00085604	10/30/2014
				<b>Check Total:</b>	<b>38.27</b>			
MW OH	GONSALVES & SON, JOE	NOV LEGISLATIVE SERVICES	101001-6099	TK1029B	4,000.00	24821	00085605	10/30/2014
				<b>Check Total:</b>	<b>4,000.00</b>	24821	00085605	10/30/2014

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	V005577		Other Professional Services					
MW OH	HARDDOGS REQUISITES V009535	K9 BITE SUITE	213041-6840 Machinery & Equipment	<b>Check Total:</b> TK1029B	4,000.00 2,013.60 05956	P10424	00085606	10/30/2014
MW OH	HAZ PARTY RENTALS V000462	HERITAGE TENT, TABLE, CHAIR	0044-2067 Heritage Committee	<b>Check Total:</b> TK1029B	2,013.60 4,724.00 27490	P10456	00085607	10/30/2014
MW OH	HDL SOFTWARE V007926	14/15 BUSINESS LICENSE MAINT	421523-6136 Software Maintenance	<b>Check Total:</b> TK1029B	4,724.00 8,137.84 00090701-IN	P10470	00085608	10/30/2014
MW OH	HEAVENLY WORLD V009569	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	<b>Check Total:</b> TK1029B	8,137.84 500.00 50-1-637		00085609	10/30/2014
MW OH	HILL, BRENDA V009563	ALARM PERMIT REFUND	100000-4355 Alarm System Monitoring	<b>Check Total:</b> TK1029B	500.00 50.00 102414		00085610	10/30/2014
MW OH	HONEYWELL V001388	HVAC MAINT-120 S. BRADFORD	333554-6185 / 6200240011-6185 Construction Services	<b>Check Total:</b> TK1029B	50.00 461.90 5230626591		00085611	10/30/2014
MW OH	HONEYWELL V001388	HVAC MAINT-120 S. BRADFORD	333554-6185 / 6200240011-6185 Construction Services	<b>Check Total:</b> TK1029B	1,161.66 5230626592		00085611	10/30/2014
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	<b>Check Total:</b> TK1029B	1,623.56 100.00 30-14-82		00085612	10/30/2014
MW OH	HR GREEN INC V007928	SEPT ENGINEERING SERVICES	333552-6015 / 6105615155-6015 Engineering Services	<b>Check Total:</b> TK1029B	100.00 3,420.00 94523	P10389	00085613	10/30/2014
MW OH	HUNT JR, BRUCE	HERITAGE REIMBURSEMENT	0044-2067	<b>Check Total:</b> TK1029B	3,420.00 24.00 101114		00085614	10/30/2014

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	V006512		Heritage Committee						
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK1029B	24.00	129.42 2113492-00		00085615	10/30/2014
MW OH	IMPERIAL SPRINKLER V006506	LMD IRRIGATION VALVE REPAIR	296561-6115 Landscaping	TK1029B	554.05	2118884-00		00085615	10/30/2014
			<b>Check Total:</b>		<b>683.47</b>				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-DISPATCH	103043-6360 / 50080-6360 Uniforms	TK1029B	156.58	6103		00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103042-6360 / 50072-6360 Uniforms	TK1029B	15.00	6246		00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103043-6360 / 50100-6360 Uniforms	TK1029B	66.99	6301		00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103043-6360 / 50080-6360 Uniforms	TK1029B	461.38	6335		00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	342.60	6056	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	412.80	6065	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	442.20	6066	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	194.38	6067	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	194.38	6104	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	151.18	6115	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-TRAFFIC	103047-6360 Uniforms	TK1029B	5.00	6206	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS	PD UNIFORMS-TRAFFIC	103047-6360	TK1029B	301.29	6207	P10324	00085616	10/30/2014

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	V009178		Uniforms						
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	10.00	6208	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	170.63	6209	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	10.00	6220	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	35.00	6221	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	5.40	6222	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	83.15	6223	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	15.00	6245	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	5.00	6257	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	30.00	6258	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	10.00	6300	P10324	00085616	10/30/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK1029B	32.00	6329	P10324	00085616	10/30/2014
			<b>Check Total:</b>		<b>3,149.96</b>				
MW OH	KOSMONT REALTY CORP V009555	AUG BOV RESEARCH/ANALYSIS	547525-6099 Other Professional Services	TK1029B	3,500.00	0001	P10454	00085617	10/30/2014
			<b>Check Total:</b>		<b>3,500.00</b>				
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0029-2192 Police Legal Services	TK1029B	6.59	101614A		00085618	10/30/2014
MW OH	LEGAL SHIELD	OCT LEGAL SERVICES	0037-2192	TK1029B	14.93	101614A		00085618	10/30/2014

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MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	Police Legal Services 0048-2192	TK1029B	26.04	101614A		00085618	10/30/2014
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	Police Legal Services 0010-2192	TK1029B	423.64	101614A		00085618	10/30/2014
MW OH	LEGAL SHIELD V008104	LEGAL SERVICES	Police Legal Services 0010-2192	TK1029B	100.00	102214A		00085618	10/30/2014
			<b>Check Total:</b>		<b>571.20</b>				
MW OH	LIEBERT CASSIDY V000597	SEPT LEGAL SERVICES	Legal Services 101005-6005	TK1029B	661.50	1394042		00085619	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	7/18-23 PW INSPECTOR SVS	484376-6999 / 61134-6999 Other Expenditure	TK1029C	980.00	PLA147 B3		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	7/16-31 BLDG INSPECTOR SVS	0044-2048 / 45037-2048 Engineering Plan Check Deposit	TK1029C	260.00	PLA147C		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/4-6 PW INSPECTOR SVS	484376-6999 / 61134-6999 Other Expenditure	TK1029C	600.00	PLA148 B3		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/20 PW INSPECTOR SVS	484376-6999 / 61134-6999 Other Expenditure	TK1029C	200.00	PLA149 B2		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/28 BLDG INSPECTOR SVS	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK1029C	20.00	PLA149 C2		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/1-8/27 BLDG INSPECTOR SVS	0044-2048 / 45037-2048 Engineering Plan Check Deposit	TK1029C	540.00	PLA149 C3		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/11-12 PW INSPECTOR SVS	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK1029C	400.00	PLA150 B2		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/18-23 PW INSPECTOR SVS	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK1029C	600.00	PLA151 B2		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/9-24 BLDG INSPECTOR SVS	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK1029C	200.00	PLA151 C2		00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/29-10/8 PW INSPECTOR SVS	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK1029C	800.00	PLA152 B2		00085620	10/30/2014

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	V008540		Engineering Plan Check Deposit						
MW OH	LILLEY PLANNING GROUP V008540	7/1-9 CHIEF BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	TK1029C	3,196.00	PLA146	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	7/1-10 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK1029C	1,680.00	PLA146	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	7/14-31 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK1029C	2,880.00	PLA147	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	7/14-31 CHIEF BLDG OFFICIAL SV	102532-6290 Dept. Contract Services	TK1029C	5,066.00	PLA147	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/4-13 CHIEF BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	TK1029C	3,264.00	PLA148	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/4-14 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK1029C	1,920.00	PLA148	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/18-27 CHIEF BLDG OFFICIAL SV	102532-6290 Dept. Contract Services	TK1029C	3,128.00	PLA149	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/18-28 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK1029C	1,920.00	PLA149	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/17 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK1029C	60.00	PLA149 C1	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/2-11 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK1029C	1,680.00	PLA150	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/2-10 CHIEF BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	TK1029C	2,652.00	PLA150	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/15-25 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK1029C	1,920.00	PLA151	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/15-24 CHIEF BLDG OFFICIAL SV	102532-6290 Dept. Contract Services	TK1029C	3,196.00	PLA151	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/25 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK1029C	80.00	PLA151 C1	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/29-10/9 BLDG INSPECTOR SVS	102532-6045	TK1029C	1,920.00	PLA152	P10451	00085620	10/30/2014

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	V008540		Building Inspection Services						
MW OH	LILLEY PLANNING GROUP V008540	9/29-10/8 CHIEF BLDG OFFICAL	102532-6290 Dept. Contract Services	TK1029C	3,128.00	PLA152	P10451	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	AUG GENERAL PLAN UPDATE SVS	332531-6017 / 6108670159-6017 Special Studies	TK1029C	2,300.00	PLSP111	P10452	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	SEPT GENERAL PLAN UPDATE SVS	332531-6017 / 6108670159-6017 Special Studies	TK1029C	7,440.00	PLSP112 R1	P10452	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/22-10/9 GENERAL PLAN UPDATE	332531-6017 / 6108670159-6017 Special Studies	TK1029C	4,550.00	PLSP113	P10452	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	7/1-10 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK1029C	1,400.00	PLA146B	P10467	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	7/14-31 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK1029C	1,640.00	PLA147 B1	P10467	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	8/14 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK1029C	200.00	PLA148 B1	P10467	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/2-10 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK1029C	1,200.00	PLA150 B1	P10467	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/15-24 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK1029C	1,000.00	PLA151 B1	P10467	00085620	10/30/2014
MW OH	LILLEY PLANNING GROUP V008540	9/30-10/9 INSPECTOR SVS	103550-6290 Dept. Contract Services	TK1029C	800.00	PLA152 B1	P10467	00085620	10/30/2014
				<b>Check Total:</b>	<b>62,820.00</b>				
MW OH	LOGAN, JASON V009565	CLAIM SETTLEMENT PAYMENT	404582-6210 Liability Claims	TK1029C	600.69	090514		00085621	10/30/2014
				<b>Check Total:</b>	<b>600.69</b>				
MW OH	LOPEZ, ANGEL V009564	SR CENTER ENTERTAINMENT	0044-2040 / 79278-2040 Special Deposits	TK1029C	250.00	90514		00085622	10/30/2014
				<b>Check Total:</b>	<b>250.00</b>				
MW OH	MADRIGAL, RAUL	SUMMER TUITION REIMBURSEMENT	09595-5150	TK1029C	1,269.47	05062014		00085623	10/30/2014

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	V002903		Tuition Reimbursement						
MW OH	MANAGED HEALTH V008122	NOV EAP SERVICES	395083-5161 Health Insurance Premiums	<b>Check Total:</b> TK1029C	<b>1,269.47</b> 308.20	3200062623		00085624	10/30/2014
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	<b>Check Total:</b> TK1029C	<b>308.20</b> 16.53	71331		00085625	10/30/2014
MW OH	MARTINEZ, JUANITA V002976	PD TRAINING MEALS, MILEAGE	103043-6250 Staff Training	<b>Check Total:</b> TK1029C	<b>16.53</b> 264.50	3218		00085626	10/30/2014
MW OH	MC ELHINNEY, JAMES V003620	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	<b>Check Total:</b> TK1029C	<b>264.50</b> 38.27	3162		00085627	10/30/2014
MW OH	MC FADDEN-DALE V000635	PW TOOLS	103658-6301 Special Department Supplies	<b>Check Total:</b> TK1029C	<b>38.27</b> 23.75	167279/5		00085628	10/30/2014
MW OH	MC FADDEN-DALE V000635	PW TOOLS	103658-6301 Special Department Supplies	TK1029C	51.18	168906/5		00085628	10/30/2014
MW OH	MC FADDEN-DALE V000635	PW TOOLS	103658-6301 Special Department Supplies	TK1029C	37.15	169902/5		00085628	10/30/2014
MW OH	MCKAY, MIKE V009557	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	<b>Check Total:</b> TK1029C	<b>112.08</b> 100.00	30-14-72		00085629	10/30/2014
MW OH	MP ENTERTAINMENT V009560	HERITAGE AUDIO SERVICES	0044-2067 Heritage Committee	<b>Check Total:</b> TK1029C	<b>100.00</b> 2,300.00	1129		00085630	10/30/2014
MW OH	NGUYEN, HONG V008918	DEPOSIT REFUND-AGUIRRE	100000-4385 Facility Rental	<b>Check Total:</b> TK1029C	<b>2,300.00</b> 100.00	2000343.002		00085631	10/30/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	OC PLUMBING V004312	SEWER DRAIN REPAIR	103554-6130 Repair & Maint/Facilities	TK1029C	325.00 14553		00085632	10/30/2014
<b>Check Total:</b>					<b>100.00</b>			
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK1029C	244.13 047388		00085633	10/30/2014
<b>Check Total:</b>					<b>325.00</b>			
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK1029C	244.13 0474453		00085633	10/30/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	TK1029C	97.86 047452		00085633	10/30/2014
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK1029C	244.13 047505		00085633	10/30/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK1029C	3.23 0475201		00085633	10/30/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK1029C	105.38 0475671		00085633	10/30/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK1029C	222.39 0475211	P10337	00085633	10/30/2014
<b>Check Total:</b>					<b>1,161.25</b>			
MW OH	ORANGE COUNTY HONDA V008818	PD MOTORCYCLE REPAIRS	103658-6301 Special Department Supplies	TK1029C	245.18 78871		00085634	10/30/2014
MW OH	ORANGE COUNTY HONDA V008818	PD MOTORCYCLE REPAIRS	103658-6301 Special Department Supplies	TK1029C	172.51 78894		00085634	10/30/2014
MW OH	ORANGE COUNTY HONDA V008818	PD MOTORCYCLE REPAIRS	103658-6301 Special Department Supplies	TK1029C	233.55 78903		00085634	10/30/2014
<b>Check Total:</b>					<b>651.24</b>			
MW OH	ORANGE COUNTY V007306	SEPT PARKING CITATIONS	0044-2038 Parking Fines	TK1029C	6,437.50 101514A		00085635	10/30/2014
<b>Check Total:</b>					<b>6,437.50</b>			

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MW OH	PACHECO, MARISOL V006574	DEPOSIT REFUND-KRAEMER	100000-4385 Facility Rental	TK1029C	100.00	2000336.002		00085636	10/30/2014
MW OH	PARK PLACE CATERING V006555	CATERING DEPOSIT DEC PD EVENT	103040-6250 Staff Training	<b>Check Total:</b> TK1029C	<b>100.00</b> 500.00	100914		00085637	10/30/2014
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	<b>Check Total:</b> TK1029C	<b>500.00</b> 86.40	1020138779		00085638	10/30/2014
MW OH	PARS V006999	OCT TRUST ADMIN SVS	395083-6025 Third Party Administration	<b>Check Total:</b> TK1029C	<b>86.40</b> 400.00	29939		00085639	10/30/2014
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6301 Special Department Supplies	<b>Check Total:</b> TK1029C	<b>400.00</b> 113.34	13940		00085640	10/30/2014
MW OH	PISCHEL, STEVE V002520	REIMBURSE HERITAGE CAR RENTAL	1044-2067 Heritage Committee	<b>Check Total:</b> TK1029C	<b>113.34</b> 85.19	574271003		00085641	10/30/2014
MW OH	PISCHEL, STEVE V002520	REIMBURSE HERITAGE CAR RENTAL	1044-2067 Heritage Committee	TK1029C	84.19	574273265		00085641	10/30/2014
MW OH	PISCHEL, STEVE V002520	REIMBURSE HERITAGE CAR RENTAL	1044-2067 Heritage Committee	TK1029C	86.19	574285762		00085641	10/30/2014
MW OH	PISCHEL, STEVE V002520	REIMBURSE HERITAGE CAR RENTAL	1044-2067 Heritage Committee	TK1029C	82.87	574288890		00085641	10/30/2014
MW OH	PLACENTIA ROUND TABLE V006507	FACILITY RENTAL DEC PD EVENT	213041-6301 / 50095-6301 Special Department Supplies	<b>Check Total:</b> TK1029C	<b>338.44</b> 250.00	100914		00085642	10/30/2014
MW OH	PREMIER POOLS & SPA V009566	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	<b>Check Total:</b> TK1029C	<b>250.00</b> 500.00	50-1-638		00085643	10/30/2014

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			<b>Check Total:</b>		<b>500.00</b>				
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	TK1029C	221.48	124129435000-00		00085644	10/30/2014
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	TK1029C	126.23	124129435000-00		00085644	10/30/2014
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	TK1029C	402.45	124129435000-00		00085644	10/30/2014
			<b>Check Total:</b>		<b>750.16</b>				
MW OH	PRINCIPAL LIFE V008141	OCT DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	TK1029C	580.16	OCT 2014		00085645	10/30/2014
MW OH	PRINCIPAL LIFE V008141	OCT DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	TK1029C	674.24	OCT 2014		00085645	10/30/2014
			<b>Check Total:</b>		<b>1,254.40</b>				
MW OH	PSYCH CONSULT ASSOC. INC V009259	PRE-EMPLOYMENT EXAM	101512-6099 Other Professional Services	TK1029C	400.00	521324		00085646	10/30/2014
			<b>Check Total:</b>		<b>400.00</b>				
MW OH	PUBLIC AGENCY RISK V000241	PREMIUM ADJUSTMENT	404582-6201 Liability Insurance Premiums	TK1029C	2,579.00	15-205		00085647	10/30/2014
			<b>Check Total:</b>		<b>2,579.00</b>				
MW OH	PUBLIC SAFETY SYSTEMS V000820	PD SOFTWARE SUPPORT/MAINT	103043-6099 / 50080-6099 Other Professional Services	TK1029C	77,590.00	4333	P10297	00085648	10/30/2014
MW OH	PUBLIC SAFETY SYSTEMS V000820	ICIS MTX SYSTEM UPGRADE	333523-6899 / 3003640021-6899 Other Capital Outlay	TK1029C	20,000.00	4371	P10309	00085648	10/30/2014
			<b>Check Total:</b>		<b>97,590.00</b>				
MW OH	RAGGED ROBIN RANCH INC V009274	PLANNING SVS	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK1029C	168.75	CR1023A		00085649	10/30/2014
MW OH	RAGGED ROBIN RANCH INC V009274	PLANNING SERVICES	102531-6290 Dept. Contract Services	TK1029C	7,240.00	CR1023	P10340	00085649	10/30/2014
			<b>Check Total:</b>		<b>7,408.75</b>				

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MW OH	RAY ALLEN V009552	K9 HEAT ALERT SYSTEM	213041-6840 Machinery & Equipment	TK1029C	1,333.37 310236	P10448	00085650	10/30/2014
				<b>Check Total:</b>	<b>1,333.37</b>			
MW OH	RBF CONSULTING V009460	AIR QUALITY & NOISE ANALYSES	332531-6017 / 6108670159-6017 Special Studies	TK1029C	8,049.88 888513	P10354	00085651	10/30/2014
				<b>Check Total:</b>	<b>8,049.88</b>			
MW OH	REIMER, DEBORAH V009346	10/13-23 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK1029C	2,860.00 0120	P10366	00085652	10/30/2014
				<b>Check Total:</b>	<b>2,860.00</b>			
MW OH	RODRIGUEZ HERNANDEZ, V009567	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	TK1029C	150.00 2000342-002		00085653	10/30/2014
				<b>Check Total:</b>	<b>150.00</b>			
MW OH	SA AQUATICS V002842	SEPT FOUNTAIN MAINT	103554-6290 Dept. Contract Services	TK1029C	142.50 203968		00085654	10/30/2014
				<b>Check Total:</b>	<b>142.50</b>			
MW OH	SA AQUATICS V002842	SEPT FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK1029C	142.50 203968		00085654	10/30/2014
				<b>Check Total:</b>	<b>285.00</b>			
MW OH	SEVERSON, MICHELE V009568	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	TK1029C	150.00 2000344-002		00085655	10/30/2014
				<b>Check Total:</b>	<b>150.00</b>			
MW OH	SHRED-IT LOS ANGELES V000905	10/8 SHRED SERVICES	374386-6299 Other Purchased Services	TK1029C	92.74 9404300576		00085656	10/30/2014
				<b>Check Total:</b>	<b>92.74</b>			
MW OH	SHRED-IT LOS ANGELES V000905	10/23 SHRED SERVICES	374386-6299 Other Purchased Services	TK1029C	92.74 9404368806		00085656	10/30/2014
				<b>Check Total:</b>	<b>185.48</b>			
MW OH	SIEMENS INDUSTRY INC V008785	AUG EXTRA INTERSECTION MAINT	333552-6015 / 61139-6015 Engineering Services	TK1029C	357.81 5620003997		00085657	10/30/2014
				<b>Check Total:</b>	<b>357.81</b>			
MW OH	SIEMENS INDUSTRY INC V008785	AUG EXTRA INTERSECTION MAINT	333552-6015 / 61138-6015 Engineering Services	TK1029C	1,073.43 5620003997		00085657	10/30/2014
				<b>Check Total:</b>	<b>1,073.43</b>			

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MW OH	SIEMENS INDUSTRY INC V008785	AUG EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK1029C	14.91	5620004401	P10413	00085657	10/30/2014
MW OH	SIEMENS INDUSTRY INC V008785	AUG EMERGENCY SIGNAL MAINT	103652-6099 Other Professional Services	TK1029C	1,245.12	5620004401	P10413	00085657	10/30/2014
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	TK1029C	28.05	5610006136	P10414	00085657	10/30/2014
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	103652-6099 Other Professional Services	TK1029C	4,170.27	5610006136	P10414	00085657	10/30/2014
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK1029C	127.50	5610006136	P10414	00085657	10/30/2014
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK1029C	182.38	5610006136	P10414	00085657	10/30/2014
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK1029C	176.80	5610006136	P10414	00085657	10/30/2014
				<b>Check Total:</b>	<b>7,376.27</b>				
MW OH	ST JOSEPH HERITAGE V001728	SEPT PRE-EMPLOYMENT EXAMS	101512-6099 Other Professional Services	TK1029C	400.00	38212		00085658	10/30/2014
				<b>Check Total:</b>	<b>400.00</b>				
MW OH	SUNGARD PUBLIC SECTOR V005987	NOV OS-ASP SERVICES	421523-6136 Software Maintenance	TK1029C	5,905.08	88940	P10283	00085659	10/30/2014
				<b>Check Total:</b>	<b>5,905.08</b>				
MW OH	T-MOBILE USA V009215	8/26-9/24 GPS LOCATE SVS	103040-6290 Dept. Contract Services	TK1029C	3,000.00	1801715531		00085660	10/30/2014
MW OH	T-MOBILE USA V009215	SET UP PEN REGISTER FOR PD	103040-6290 Dept. Contract Services	TK1029C	2,500.00	2014-047479		00085660	10/30/2014
				<b>Check Total:</b>	<b>5,500.00</b>				
MW OH	TETRAS CONSTRUCTION V009392	METROLINK FIXTURES, EQUIPMENT	1547525-6099 Other Professional Services	TK1029C	3,155.00	10-23-14	P10472	00085661	10/30/2014
				<b>Check Total:</b>	<b>3,155.00</b>				

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MW OH	TOM DODSON & ASSOCIATES V009472	19-9/10 CEQA SUPPORT	332531-6017 / 6108670159-6017 Special Studies	TK1029B	1,850.40	PLA-088-1	P10447	00085662	10/30/2014
MW OH	TOM DODSON & ASSOCIATES V009472	16-21 CEQA SUPPORT	332531-6017 / 6108670159-6017 Special Studies	TK1029C	656.00	PLA-088-2	P10447	00085662	10/30/2014
			<b>Check Total:</b>		<b>2,506.40</b>				
MW OH	TRUJILLO, ADOLFO V009256	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	TK1029C	150.00	2000334.002		00085663	10/30/2014
			<b>Check Total:</b>		<b>150.00</b>				
MW OH	TUNBY, BRAD V009559	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	TK1029C	500.00	50-1-625		00085664	10/30/2014
			<b>Check Total:</b>		<b>500.00</b>				
MW OH	TURBO DATA SYSTEMS INC V001238	SEPT PARKING CITATION PROCESS	103047-6099 Other Professional Services	TK1029C	1,490.33	21943	P10315	00085665	10/30/2014
			<b>Check Total:</b>		<b>1,490.33</b>				
MW OH	UNITED RENTALS V001082	TRAILER RENTAL FOR HERITAGE	103652-6301 Special Department Supplies	TK1029C	483.82	123319894-001		00085666	10/30/2014
			<b>Check Total:</b>		<b>483.82</b>				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 10/11 PD 10/17	0010-2131 Employer PARS/ARS Payable	TK1029C	1,601.55	101614J		00085667	10/30/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 10/11 PD 10/17	0010-2126 Employee PARS/ARS W/H	TK1029C	1,601.55	101614J		00085667	10/30/2014
			<b>Check Total:</b>		<b>3,203.10</b>				
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK1029C	222.83	70524402		00085668	10/30/2014
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK1029C	310.65	70524403		00085668	10/30/2014
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK1029C	225.76	70527274		00085668	10/30/2014
			<b>Check Total:</b>		<b>759.24</b>				

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MW OH	WAGONER, BEAU V009143	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK1029C	16.53 3133		00085669	10/30/2014
MW OH	WEST COAST ARBORISTS INC V001124	IN00/1-15 RESIDENTAL TREE TRIMMI	0044-2039 Tree Trimming Deposits	<b>Check Total:</b> TK1029C	<b>16.53</b> 3,922.00 100479		00085670	10/30/2014
MW OH	WEST COAST ARBORISTS INC V001124	IN00/1-15 STREET TREE MAINT	103652-6116 Tree Maintenance	TK1029C	13,650.00 100478	P10392	00085670	10/30/2014
MW OH	WESTMINSTER PRESS V001125	QUARTERLY PRINTING-WINTER	104070-6230 Printing & Binding	<b>Check Total:</b> TK1029C	<b>17,572.00</b> 4,712.28 0029442-IN	P10303	00085671	10/30/2014
MW OH	WEX BANK V007269	OCT PD FLEET GASOLINE	103658-6345 Gasoline & Diesel Fuel	<b>Check Total:</b> TK1029C	<b>4,712.28</b> 678.55 38577117	P10335	00085672	10/30/2014
MW OH	WM CURBSIDE INC V000230	SEPT USED OIL COLLECTION	504315-6301 / 20045-6301 Special Department Supplies	<b>Check Total:</b> TK1029C	<b>678.55</b> 154.00 0000754-2960-5		00085673	10/30/2014
MW OH	XCS DOCUMENT V006561	PW PLOTTER SUPPLIES	484376-6175 Office Equipment Rental	<b>Check Total:</b> TK1029C	<b>154.00</b> 116.85 162541		00085674	10/30/2014
				<b>Check Total:</b>	<b>116.85</b>			
				<b>Type Total:</b>	<b>831,659.31</b>			
				<b>Check Total:</b>	<b>831,659.31</b>			

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EP	ICMA RETIREMENT TRUST V000496	P/E 10/11/14 PD DATE 10/17/14	0037-2170 Deferred Comp Payable - ICMA	PY14021	143.03	2995/1401021		00006330	10/21/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 10/11/14 PD DATE 10/17/14	0010-2170 Deferred Comp Payable - ICMA	PY14021	11,347.73	2995/1401021		00006330	10/21/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 10/11/14 PD DATE 10/17/14	0029-2170 Deferred Comp Payable - ICMA	PY14021	80.29	2995/1401021		00006330	10/21/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 10/11/14 PD DATE 10/17/14	0048-2170 Deferred Comp Payable - ICMA	PY14021	142.97	2995/1401021		00006330	10/21/2014
			<b>Check Total:</b>		<b>11,714.02</b>				
EP	ACOSTA, JOAQUIN E000017	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	188.23	NOVEMBER 14		00006331	11/01/2014
			<b>Check Total:</b>		<b>188.23</b>				
EP	ALDWIR, MAMOUN E000113	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,069.64	NOVEMBER 14		00006332	11/01/2014
			<b>Check Total:</b>		<b>1,069.64</b>				
EP	ANDERSON, MARLA E000071	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46	NOVEMBER 14		00006333	11/01/2014
			<b>Check Total:</b>		<b>495.46</b>				
EP	ARMSTRONG, JOHN T E000046	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,293.35	NOVEMBER 14		00006334	11/01/2014
			<b>Check Total:</b>		<b>1,293.35</b>				
EP	BABCOCK, CHARLES A E000015	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	278.00	NOVEMBER 14		00006335	11/01/2014
			<b>Check Total:</b>		<b>278.00</b>				
EP	BEALS, SHARLENE E000076	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	188.23	NOVEMBER 14		00006336	11/01/2014
			<b>Check Total:</b>		<b>188.23</b>				
EP	BONESCHANS, DENNIS E000020	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	188.23	NOVEMBER 14		00006337	11/01/2014
			<b>Check Total:</b>		<b>188.23</b>				

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				<b>Check Total:</b>	<b>188.23</b>			
EP	BUNNELL, DONALD E000062	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46 NOVEMBER 14		00006338	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>			
EP	BURGNER, ARTHUR E000074	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46 NOVEMBER 14		00006339	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>			
EP	CHANDLER, JOHN P E000109	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,008.00 NOVEMBER 14		00006340	11/01/2014
				<b>Check Total:</b>	<b>1,008.00</b>			
EP	CHANG, ROBERT E000107	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,326.00 NOVEMBER 14		00006341	11/01/2014
				<b>Check Total:</b>	<b>1,326.00</b>			
EP	COBBETT, GEOFFREY E000007	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46 NOVEMBER 14		00006342	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>			
EP	COOK, ARLENE M E000018	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46 NOVEMBER 14		00006343	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>			
EP	D'AMATO, ROBERT E000056	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46 NOVEMBER 14		00006344	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>			
EP	DAVID, PRESTON E000112	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	795.34 NOVEMBER 14		00006345	11/01/2014
				<b>Check Total:</b>	<b>795.34</b>			
EP	DAVIS, CAROLYN E000005	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46 NOVEMBER 14		00006346	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>			
EP	DELOS SANTOS, JAMIE	NOV MEDICAL REIMBURSEMENT	395083-5161	R102814	995.00 NOVEMBER 14		00006347	11/01/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000045		Health Insurance Premiums						
EP	DICKSON, ROBERTA JO E000011	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>993.00</b> 188.23	NOVEMBER 14		00006348	11/01/2014
EP	DOWNEY, CAROL E000082	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>188.23</b> 495.46	NOVEMBER 14		00006349	11/01/2014
EP	ECKENRODE, NORMAN E000029	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>495.46</b> 495.46	NOVEMBER 14		00006350	11/01/2014
EP	ELSTRO, ANN M E000027	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>495.46</b> 495.46	NOVEMBER 14		00006351	11/01/2014
EP	ESCOBOSA, LILLIAN E000055	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>495.46</b> 495.46	NOVEMBER 14		00006352	11/01/2014
EP	ESPINOZA, ROSALINDA E000016	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>495.46</b> 437.00	NOVEMBER 14		00006353	11/01/2014
EP	FISCHER, HAROLD A E000023	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>437.00</b> 672.00	NOVEMBER 14		00006354	11/01/2014
EP	FRICKE, JUERGEN E000075	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>672.00</b> 672.00	NOVEMBER 14		00006355	11/01/2014
EP	FULLER, GLENN H E000081	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>672.00</b> 659.00	NOVEMBER 14		00006356	11/01/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>659.00</b>				
EP	GALLANT, KAREN E000008	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46	NOVEMBER 14		00006357	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>				
EP	GARNER, JO ANN E000047	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46	NOVEMBER 14		00006358	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>				
EP	GARNER, KITTY E000080	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	993.00	NOVEMBER 14		00006359	11/01/2014
				<b>Check Total:</b>	<b>993.00</b>				
EP	GOMEZ, DANIEL E000049	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46	NOVEMBER 14		00006360	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>				
EP	GRIMM, DENNIS L E000042	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	442.00	NOVEMBER 14		00006361	11/01/2014
				<b>Check Total:</b>	<b>442.00</b>				
EP	HOCH, ELEANOR M E000078	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	188.23	NOVEMBER 14		00006362	11/01/2014
				<b>Check Total:</b>	<b>188.23</b>				
EP	HOLTSLAW, KATHERINE E000121	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	437.00	NOVEMBER 14		00006363	11/01/2014
				<b>Check Total:</b>	<b>437.00</b>				
EP	IRVINE, SUZETTE E000019	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	800.48	NOVEMBER 14		00006364	11/01/2014
				<b>Check Total:</b>	<b>800.48</b>				
EP	JENKINS, ROBERT E000084	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46	NOVEMBER 14		00006365	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>				
EP	JOHNSON, SHARON	NOV MEDICAL REIMBURSEMENT	395083-5161	R102814	495.46	NOVEMBER 14		00006366	11/01/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	E000099		Health Insurance Premiums					
EP	JONES, ROBERT E000053	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	495.46 179.21 NOVEMBER 14		00006367	11/01/2014
EP	JUDD, TERRELL E000115	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	179.21 1,069.64 NOVEMBER 14		00006368	11/01/2014
EP	KIRKLAND, RICHARD L E000110	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	1,069.64 338.17 NOVEMBER 14		00006369	11/01/2014
EP	LITTLE, DIANE M E000098	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	338.17 442.00 NOVEMBER 14		00006370	11/01/2014
EP	LOOMIS, CORINNE E000122	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	442.00 338.17 NOVEMBER 14		00006371	11/01/2014
EP	LOWREY, B J E000041	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	338.17 272.00 NOVEMBER 14		00006372	11/01/2014
EP	MAERTZWEILER, MICHAEL E000032	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	272.00 495.46 NOVEMBER 14		00006373	11/01/2014
EP	MANNING, VEDA M E000063	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	495.46 188.23 NOVEMBER 14		00006374	11/01/2014
EP	MARMOLEJO, PACO E000068	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	188.23 1,326.00 NOVEMBER 14		00006375	11/01/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>1,326.00</b>			
EP	MILANO, JAMES E000054	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46 NOVEMBER 14		00006376	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>			
EP	MILLER, RICHARD E000106	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,008.00 NOVEMBER 14		00006377	11/01/2014
				<b>Check Total:</b>	<b>1,008.00</b>			
EP	MOORE, LARRY W E000044	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	188.23 NOVEMBER 14		00006378	11/01/2014
				<b>Check Total:</b>	<b>188.23</b>			
EP	NAJERA, ROBERT JR E000065	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	795.34 NOVEMBER 14		00006379	11/01/2014
				<b>Check Total:</b>	<b>795.34</b>			
EP	OLEA, ARLENE J E000014	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,069.64 NOVEMBER 14		00006380	11/01/2014
				<b>Check Total:</b>	<b>1,069.64</b>			
EP	ORTEGA, MANUEL E E000100	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	3,130.00 NOVEMBER 14		00006381	11/01/2014
				<b>Check Total:</b>	<b>3,130.00</b>			
EP	PALMER, GEORGE E000094	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	830.00 NOVEMBER 14		00006382	11/01/2014
				<b>Check Total:</b>	<b>830.00</b>			
EP	PASCUA, RAYNALD E000114	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,326.00 NOVEMBER 14		00006383	11/01/2014
				<b>Check Total:</b>	<b>1,326.00</b>			
EP	PASPALL, MIHAJLO E000085	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	477.42 NOVEMBER 14		00006384	11/01/2014
				<b>Check Total:</b>	<b>477.42</b>			
EP	PEREZ, ROBERT	NOV MEDICAL REIMBURSEMENT	395083-5161	R102814	179.21 NOVEMBER 14		00006385	11/01/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000111		Health Insurance Premiums						
EP	PICHON, WALTER E000103	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>179.21</b> 208.36	NOVEMBER 14		00006386	11/01/2014
EP	PONCE, EDMUND M E000040	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>208.36</b> 188.23	NOVEMBER 14		00006387	11/01/2014
EP	REDIFER, KIM R E000022	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>188.23</b> 830.00	NOVEMBER 14		00006388	11/01/2014
EP	RENDEN, BRIAN E000083	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>830.00</b> 820.82	NOVEMBER 14		00006389	11/01/2014
EP	REYES, ROGER T E000024	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>820.82</b> 495.46	NOVEMBER 14		00006390	11/01/2014
EP	RICE, RUSSELL J E000059	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>495.46</b> 993.00	NOVEMBER 14		00006391	11/01/2014
EP	RISHER, THOMAS A E000013	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>993.00</b> 807.00	NOVEMBER 14		00006392	11/01/2014
EP	RITCHIE, SYLVIA E000072	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>807.00</b> 495.46	NOVEMBER 14		00006393	11/01/2014
EP	RIVERA, AIDA E000026	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	<b>495.46</b> 188.23	NOVEMBER 14		00006394	11/01/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>188.23</b>				
EP	ROACH, MICHAEL E000105	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,008.00	NOVEMBER 14		00006395	11/01/2014
				<b>Check Total:</b>	<b>1,008.00</b>				
EP	ROBB, SANDRA E000043	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46	NOVEMBER 14		00006396	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>				
EP	ROBERTSON, JAMES S E000093	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	188.23	NOVEMBER 14		00006397	11/01/2014
				<b>Check Total:</b>	<b>188.23</b>				
EP	ROKOSZ, KEN A E000035	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	338.17	NOVEMBER 14		00006398	11/01/2014
				<b>Check Total:</b>	<b>338.17</b>				
EP	ROSE, RICHARD D E000050	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	919.30	NOVEMBER 14		00006399	11/01/2014
				<b>Check Total:</b>	<b>919.30</b>				
EP	SALE, LEE R E000031	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	495.46	NOVEMBER 14		00006400	11/01/2014
				<b>Check Total:</b>	<b>495.46</b>				
EP	SANCHEZ, LAURA E000058	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	188.23	NOVEMBER 14		00006401	11/01/2014
				<b>Check Total:</b>	<b>188.23</b>				
EP	SANGOLUISA, ZORA G E000048	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	188.23	NOVEMBER 14		00006402	11/01/2014
				<b>Check Total:</b>	<b>188.23</b>				
EP	SCHLIEDER, BEVERLY E000120	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R102814	1,326.00	NOVEMBER 14		00006403	11/01/2014
				<b>Check Total:</b>	<b>1,326.00</b>				
EP	SCHULTZ, DANIEL	NOV MEDICAL REIMBURSEMENT	395083-5161	R102814	179.21	NOVEMBER 14		00006404	11/01/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	E000070		Health Insurance Premiums					
EP	SOMOYA, JOHN P E000089	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	179.21 659.00 NOVEMBER 14		00006405	11/01/2014
EP	SOTO, PHILIP J E000052	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	659.00 495.46 NOVEMBER 14		00006406	11/01/2014
EP	SPRAGUE, GARY A E000064	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	495.46 1,313.00 NOVEMBER 14		00006407	11/01/2014
EP	STEPHEN, JEFFREY E000119	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	1,313.00 1,326.00 NOVEMBER 14		00006408	11/01/2014
EP	TAYLOR, DAVID M E000088	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	1,326.00 1,008.00 NOVEMBER 14		00006409	11/01/2014
EP	THOMANN, DARYLL L E000101	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	1,008.00 495.46 NOVEMBER 14		00006410	11/01/2014
EP	TOTH, STEVE E000067	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	495.46 830.00 NOVEMBER 14		00006411	11/01/2014
EP	TRIFOS, WILLIAM E000104	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	830.00 1,212.00 NOVEMBER 14		00006412	11/01/2014
EP	VALENTINE, THOMAS E000118	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R102814	1,212.00 1,313.00 NOVEMBER 14		00006413	11/01/2014

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
EP	VERSTYNEN, WILLIAM E000092	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R102814	1,313.00			
					350.91	NOVEMBER 14	00006414	11/01/2014
EP	WAHL, KATHLEEN A E000030	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R102814	350.91			
					188.23	NOVEMBER 14	00006415	11/01/2014
EP	WIEST, STEPHEN E000079	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R102814	188.23			
					495.46	NOVEMBER 14	00006416	11/01/2014
EP	WORDEN, LARRY M E000116	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R102814	495.46			
					1,102.77	NOVEMBER 14	00006417	11/01/2014
EP	YAMAGUCHI, BRIAN E000123	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R102814	1,102.77			
					1,313.00	NOVEMBER 14	00006418	11/01/2014
EP	ZAMORA, JERRY E000037	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R102814	1,313.00			
					830.00	NOVEMBER 14	00006419	11/01/2014
EP	ZINN, JOHN E000009	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R102814	830.00			
					795.34	NOVEMBER 14	00006420	11/01/2014
				Check Total:	795.34			
				Type Total:	70,687.00			
				Check Total:	70,687.00			



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ATTORNEY

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: NOVEMBER 4, 2014

SUBJECT: **APPROVAL OF AMENDED AND RESTATED CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

FISCAL IMPACT: ANNUAL INCREASE \$1,200 (Automobile Allowance Increase) and Performance/One (1) Time Adjustments (to be determined)

### **SUMMARY:**

The City Council has conducted a performance evaluation of City Administrator Mr. Troy L. Butzlaff (Mr. Butzlaff). A subcommittee of the City Council was formed to meet with Mr. Butzlaff for the purpose of amending the City Administrator's employment agreement. The subcommittee has completed their negotiations and is recommending that the attached amended and restated agreement be approved by the City Council. This action will approve an amended and restated employment agreement with Mr. Butzlaff to continue serving as City Administrator for the City of Placentia.

### **RECOMMENDATION:**

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

1. Approve the Amended and Restated Employment Agreement with Mr. Troy L. Butzlaff; and
2. Authorize the Mayor to sign the documents in a form approved by the City Attorney.

### **DISCUSSION:**

On May 6, 2008, the City Council approved an employment agreement with Mr. Butzlaff to serve as the City of Placentia's City Administrator. Mr. Butzlaff has served the City Council and community in this capacity for the past 6½ years. The original agreement has been amended twice which primarily addressed clarification in language. The proposed amendment to the employment agreement would make the following adjustments:

- Amends the agreement to increase automobile allowance from \$500 per month to \$600 per month, consistent with certain other management employees.

**1.d.**

**November 4, 2014**

- Amends the agreement to eliminate amount of fuel allowance and consider fuel as a general business expense requiring all appropriate back-up documentation for reimbursement.
- Amends agreement for City Council to consider, at its sole discretion, granting an annual one (1) time payment of up to 5% of Employee's annual base salary. Any such one (1) time payment, if granted, either in whole or in part, shall reflect performance by the Employee that exceeds expectations. Such one (1) time payment shall not be reportable to the California Public Retirement System (CalPERS) and shall not be included in the calculation of the Employee's retirement allowance.

The City Administrator continues to be committed to serving the City Council and the community of Placentia during the term of the amended employment agreement.

**FISCAL IMPACT:**

The annual cost to the City of Placentia for the amended portions of the agreement are \$1,200 (Automobile Allowance Increase) and Performance/One (1) Time Adjustments (to be determined).

Prepared by:



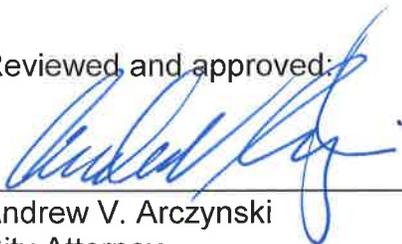
Stephen D. Pischel  
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula  
Assistant City Administrator

Reviewed and approved:



Andrew V. Arczynski  
City Attorney

**Attachment:**

1. Amended and Restated City Administrator Employment Agreement

**AMENDED AND RESTATED  
CITY ADMINISTRATOR  
EMPLOYMENT AGREEMENT**

This Amended and Restated City Administrator Employment Agreement (“Agreement”) is made and entered into as of this 4<sup>th</sup> day of November, 2014, by and between the City of Placentia, a Charter City and municipal corporation (“City”), and Troy L. Butzlaff, an individual possessing the education, training and experience in local government management and who, as a member of the International City/County Management Association (“ICMA”), is subject to the ICMA Code of Ethics (“Employee”) (“Parties” sometimes hereinafter).

**A. Recitals**

(i). In order to insure that its governmental responsibilities are met at all times, the City must attract and retain management personnel who exhibit the highest degree of knowledge, experience, technical ability, professionalism, and leadership qualities.

(ii). In order to attract and retain in its employment a city administrator who possesses those qualities and the experience necessary to fulfill the City’s immediate and long-term objectives, the City Council, City’s governing body, has determined that it is advisable to enter into this employment agreement with Employee.

(iii). It is the desire of the City to receive the services of Employee and to provide certain benefits, establish conditions of employment, and set working conditions for Employee.

(iv). City and Employee desire to enter into this Agreement in order to establish the terms and conditions of Employee’s employment with City.

**B. Agreement.**

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

**1. Term.** This Agreement shall remain in full force and effect for the period, commencing November 4, 2014, through April 30, 2017, and shall automatically be renewed for a new three (3) year term on first day of May in each subsequent year. Notwithstanding the foregoing, this Agreement may be terminated at any time by City or Employee as provided in §§ 9 or 11 of this Agreement. If termination occurs pursuant to § 9.A.1, 9.A.2, 9.A.3 or in the event of an uncured material breach of contract by City pursuant to § 9.A.5, the severance provision of § 10 shall apply. In the event of other termination, the severance provisions of § 10 shall not apply. Employee is employed by City in an “at-will” capacity serving at the pleasure of the City Council. Either the City Council or Employee may terminate this Agreement at any time with or without cause, and in its or his sole discretion.

**2. Duties and Authority.** City hereby employs Employee as City Administrator of City to perform the functions and duties specified in § 802 of the Charter of the City, as the same may be amended from time to time, and any successor provisions thereto, and to perform other legally permissible and proper duties and functions consistent with the office of City Administrator, as the City Council shall from time to time assign, including, but not limited to, the duties of Executive Director of the Placentia Industrial/Commercial Development Authority and similar such agencies of which the City Council serves as the Board of Directors.

**3. Compensation.**

A. City agrees to pay Employee an annual base salary of One Hundred Ninety Four Thousand Four Hundred Forty-eight Dollars and Thirty-Six Cents (\$194,448.36), payable in installments at the same time that the other City management employees are paid.

B. Employee shall receive the same percentage Cost of Living adjustments to his annual base salary under this Agreement, at the same time, that other City management employees receive such adjustments. This provision shall not apply to merit increases which may be provided to other management employees from time to time.

C. The City Council may, at its sole discretion, grant Employee an annual one (1) time payment of up to 5% of Employee's annual base salary. Any such one (1) time payment, if granted, either in whole or in part, shall reflect performance by Employee that exceeds expectations. The decision by the City Council regarding the one (1) time payment shall be made for each fiscal year at the time the City Council is providing the performance evaluation of Employee, required by § 12 of this Agreement. It is the understanding and intent of City and Employee that any such one (1) time payment shall not reportable to the California State Public Employees Retirement System ("CalPERS") and shall not be included in the calculation of Employee's retirement allowance. Any such one (1) time payment shall not be added to Employee's annual base salary and shall be paid in a lump sum.

**4. Health, Disability and Life Insurance Benefits.**

A. City agrees to provide and to pay the premiums for vision, dental, life and comprehensive medical insurance for Employee and his dependents in an amount equal to that which is provided to other City management employees.

B. City agrees to put into force and to make required premium payments for long term disability coverage for the Employee on the same terms available to all other City management employees.

C. Employee may elect to submit once per calendar year to a complete physical

examination, including a cardio-vascular examination, by a qualified physician under the City's medical plan selected by the Employee, the co-pay cost of which shall be paid by City.

D. City shall pay the amount of premium due for whole life and term life insurance each in the amount of one-half of Employee's adjusted annual base salary, including all increases in the annual base salary during the term of this Agreement. Employee shall name the beneficiary or beneficiaries of the life insurance policies.

**5. Paid Time Off, Sick, Administrative, Bereavement, Military Leave and Holidays.**

A. Upon commencing employment, Employee shall be credited with forty (40) hours of sick leave and eighty (80) hours of paid time off ("PTO") leave. The Employee shall then accrue sick and PTO leave on an annual basis at the same rates and on the same basis as other City management employees.

B. Employee is entitled to be compensated for sick and PTO leave in the event the Employee's employment is terminated, either voluntarily or involuntarily, on the same terms as all other City management employees.

C. Employee is entitled to an annual administrative leave of eighty (80) hours.

D. During the first pay period in August of each year of employment, Employee shall be entitled to have City buy back up to one hundred twenty (120) hours of accrued PTO leave after Employee has accrued at least one hundred twenty (120) hours of PTO leave.

E. Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

F. Employee shall be entitled to bereavement leave and holidays on the same basis as other City management employees.

**6. Automobile and Telecommunications Allowances.**

A. Employee shall be provided with an automobile allowance of Six Hundred Dollars (\$600.00) per month for job-related usage of his or her personal vehicle. City shall provide Employee with a toll way transponder, and shall pay the monthly toll charges.

B. City further agrees to provide Employee a telecommunications allowance of One Hundred Dollars (\$100.00) per month in order to ensure Employee has access to cellphone and related services.

C. Neither the automobile nor the telecommunications allowance shall be reported as income for purposes of contribution or payment by City or Employee to City's retirement plan.

**7. Retirement.** City agrees to enroll Employee in CalPERS, in accordance with City's contract with CalPERS, and to make all required and appropriate contributions on Employee's behalf. Employee understands and agrees that the employee contribution (currently 7%) to CalPERS shall be deducted from Employee's gross pay and both the City and Employee contribution shall be made in accordance with the provisions of § 3.A, above. City further agrees to match Employee's contributions, up to and including maximum contribution(s), to a qualified deferred compensation plan such as offered by the International City/County Management Association Retirement Corporation.

**8. General Business Expenses.** City recognizes that Employee may incur expenses of a non-personal, job-related nature that are reasonably necessary to Employee's services to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as such expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be established by the City Council. To be eligible for reimbursement, all expenses, including fuel expenses, must be supported by documentation pursuant to City's normal requirements for reimbursement of expenses incurred.

**9. Termination.**

A. For purposes of this Agreement, termination of this Agreement and Employee's employment shall occur when:

(1). A majority of the City Council, in its sole discretion, votes to terminate the services of Employee pursuant to § 800 of the City Charter.

(2). Either the City Charter or the Placentia Municipal Code pertaining to the role, powers, duties, authority, and/or responsibilities of the City Administrator is amended in a manner that substantially changes the functions of the City Administrator position, without Employee's concurrence.

(3). City reduces the annual base salary, other compensation or any other financial benefit of the Employee, unless the reduction is applied in no greater percentage than the average reduction of all management employees.

(4). Employee resigns following the City Council's acceptance of the resignation, whether formal or informal.

(5). A Material breach of contract declared by either party with a thirty (30) day cure period for either Employee or City. Written notice of a material breach of contract shall be provided in accordance with the provisions of § 17.

B. Notwithstanding any provision(s) to the contrary in this Agreement, Employee shall not be removed from office, except for malfeasance or nonfeasance, within a ninety (90) day period before, or within a ninety (90) day period following, any general municipal election in which a member of the City Council will be, or is, elected.

## **10. Severance.**

A. Severance shall be paid to Employee if employment is terminated pursuant to §§ 9.A.(1), 9.A.(2), 9.A.(3), or in the event of an uncured material breach of this Agreement by City pursuant to § 9.A.(5). In such circumstances, City shall provide a severance payment equal to twelve (12) months annual base salary at the then-current rate of pay. Said severance shall be paid in a lump sum at the time of termination. Severance shall also include payment for Employee's COBRA insurance premiums for a period not to exceed twelve (12) months. If Employee obtains employment, and becomes eligible to receive group health benefits, prior to the expiration of the twelve (12) month period following termination, the City shall have no obligation to continue making such payments on Employee's behalf. Employee is obligated to notify City immediately upon obtaining employment after separation from the City. Failure to do so will extinguish City's obligation to make any payments pursuant to this Section.

B. Notwithstanding the provisions of § 10.A., in the event Employee is terminated because of conviction of any felony or other offense involving a violation of his official duties, misappropriation of public funds, or corruption in office, City shall have no obligation to pay the severance pay and benefits designated above.

**11. Resignation.** In the event Employee voluntarily resigns his position with City, Employee shall provide a minimum of sixty (60) days' notice, unless the parties otherwise agree in writing.

## **12. Performance Evaluation.**

A. At least once annually, the City Council shall review and evaluate Employee's performance, in writing, and shall mutually define such goals and performance objectives which they determine necessary for the proper operation of the City and the City's agencies in the attainment of the City Council's established policy objectives. Further, the City Council and Employee shall establish a relative priority among those various goals and objectives which shall be reduced to writing with a mutual expectation of Employee's achievement of those goals and objectives within a mutually agreed upon timeframe. The annual evaluation of Employee shall be conducted and completed during the first quarter of each calendar year.

B. Employee's annual review and evaluation shall be conducted and completed in accordance with criteria developed jointly by the City Council and Employee. Relevant criteria may be added or deleted as the City Council may from time to time determine in consultation with Employee.

C. In giving effect to the provisions of this § 12, the City Council and Employee mutually agree to abide by all provisions of applicable law.

D. In its sole discretion, City shall be entitled to review the performance of

Employee on a more frequent basis, and without a written evaluation.

**13. Hours of Work.** Employee shall devote his entire productive time, ability and attention to the business of the City during the term of this Agreement.

**14. Outside Activities.**

A. During the term of this Agreement, Employee shall be a fulltime City Administrator. Employee shall not engage in any other occupation, business, educational, professional or charitable activities that would conflict or materially interfere with Employee's performance of his City Administrator duties.

B. This § 14 shall not be interpreted to prohibit Employee from making personal investments or conducting private business affairs, if such activities are not deemed to be a conflict of interest under state law or would otherwise not be a violation of state or federal law or the City's Charter or Municipal Code, or do not materially interfere with the services required under this Agreement.

**15. Indemnification.** Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of nolo contendere for a crime involving moral turpitude, City shall defend, indemnify and hold harmless Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his employment as City Administrator, in accordance with the provisions of California Government Code § 825, applicable provisions of the California Tort Claims Act and other applicable law. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered there from.

**16. Bonding.** City shall bear the full cost of any fidelity or other bond(s) required of Employee under any law, Charter provision or City ordinance.

**17. Notices.** Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by United States mail. Mailed notices shall be addressed to the parties as set forth below, but each party may change the specified address by written notice given in accordance with this § 17. Notices delivered personally will be deemed communicated as of the date of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

CITY:

City of Placentia  
Attention: Mayor  
401 East Chapman Avenue

EMPLOYEE:

Notices to Employee shall be directed to Employee's address of record as set forth in Employee's Personnel File

Placentia, CA 92780

**18. Memberships and Conferences.** City agrees to budget and pay for the annual base professional membership dues on behalf of Employee for any membership in the Orange County City Managers' Association and the International City/County Management Association. City shall, in accordance with City policies, allow Employee to attend and shall pay the cost of the conference as well as the Employee's time while attending a conference, such as those of the League of California Cities, ICMA and other similar conferences, contingent on approval of the City Council.

**19. General Provisions.**

**A. Integration.** This Agreement sets forth and establishes the entire understanding between City and the Employee relating to the employment of Employee by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of the Agreement.

**B. Binding Effect.** This Agreement shall be binding on City and Employee as well as on their respective heirs, assigns, executors, personal representatives and successors in interest.

**C. Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**D. Construction and Amendment.** This Agreement shall be governed by the laws of the State of California. This Agreement may not be modified, altered, or amended except in writing and signed by the City and Employee.

**E. Enforcement.** The prevailing party in any action brought to enforce this Agreement or resolve any dispute or controversy arising under the terms and conditions hereof shall be entitled to payment of reasonable attorneys' fees and costs.

**20. City's Policies and Procedures.** The terms and conditions of Employee's employment, including additional employment benefits of Employee not specifically provided for in this Agreement, shall be governed by City's personnel policies and procedures and City Charter, to the extent not inconsistent with the provisions of this Agreement. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set above written:

CITY

\_\_\_\_\_  
Scott W. Nelson,  
Mayor

EMPLOYEE

\_\_\_\_\_  
Troy L. Butzlaff, ICMA-CM

ATTEST:

\_\_\_\_\_  
Patrick J. Melia,  
City Clerk

Approved as to form:

\_\_\_\_\_  
Andrew V. Arczynski,  
City Attorney



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: NOVEMBER 4, 2014

SUBJECT: **APPROVAL OF CONTRACT AMENDMENT WITH WESTERN TRANSIT SYSTEMS INC. FOR ADDITIONAL GRANT FUNDED TRANSPORTATION SERVICES**

### FISCAL

IMPACT: EXPENSE: \$15,000  
OFFSETTING REVENUE: \$15,000 OCTA & USDA GRANTS  
BUDGETED: \$15,000 (Account No.: 504071-6401 & 101572-6401)

### **SUMMARY:**

The City provides a transportation service to the Senior Center Monday through Friday for older adults in the community. The City funds this program through a grant agreement with the Orange County Transportation Authority (OCTA) where OCTA covers 80% of the annual operating cost. The balance of the annual operating costs are covered by the City through Air Quality Management District funds (AB 2766). The City currently has a multi-year agreement with Western Transit Systems Inc. (WTS) to provide the transportation services. The OCTA grant amount for Fiscal Year (FY) 2014-15 was more than anticipated and the City was also recently awarded an additional grant from the United States Department of Agriculture (USDA) to provide additional transportation services for seniors and low income residents to the weekly Farmers Market (Market). This item requests an amendment to the agreement with WTS in the amount of \$15,000 to increase service levels to include additional senior mobility program services and transportation services to the Market.

### **RECOMMENDATION:**

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

1. Authorize the City Administrator to execute a contract amendment with Western Transit Systems, Inc. for additional Senior Mobility Program transportation services and Farmers Market transportation services in the amount of \$15,000 for Fiscal Year 2014-15, in a form approved by the City Attorney.

### **DISCUSSION:**

On December 20, 2011, after completing a thorough Request for Proposal process, the City Council approved an agreement with WTS to provide senior transportation services. The City

**1.e.**

**November 4, 2014**

currently provides an average of over 4,000 trips per FY for older adults from their homes to the Senior Center. OCTA notified the City that the grant funding amount for FY 2014-15 would be approximately \$5,000 more than the City initially budgeted. The additional grant funding can be used for supplementary senior mobility services such as trips and excursions for seniors, including Concerts in the Park, senior citizen activity areas, local retail centers, and other local events.

Additionally, to ensure a robust and successful weekly Market for Placentia residents, the City submitted a proposal to the USDA's 2014 Farmers' Market Promotion Program to support and promote the Market, as well as to provide improved transportation access to residents. As part of the improved access, the grant will provide approximately \$10,000 during FY 2014-15 for the City to provide a shuttle bus from low income areas and senior citizen complexes such as Bradford Terrace Senior Apartments, Whitten Community Center, and Emerald Isle Senior Apartments to the Market.

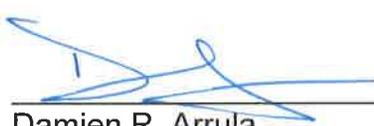
**FISCAL IMPACT:**

Under the proposed amendment WTS will provide the vehicle, drivers (qualified and specifically trained), gas, maintenance, dispatch services, and insurance for a fixed cost of \$15,000. The additional cost will be funded through the \$5,000 in additional funds the City received from OCTA and \$10,000 from the USDA grant. No general fund dollars will be needed to cover the costs of the additional services contemplated under this amendment.

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



# Successor Agency to the Redevelopment Agency of the City of Placentia

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: NOVEMBER 4, 2014

SUBJECT: **CONSIDERATION OF SUCCESSOR AGENCY STAFFING SUPPORT SERVICES**

FISCAL  
IMPACT: EXPENSE: \$25,000  
OFFSETTING REVENUE: \$25,000  
BUDGETED: \$25,000 (ACCOUNT NO.: 547525-6099)

### **SUMMARY:**

Since October 2013, Kosmont Companies, Inc. (Kosmont) has provided staffing support services to the Successor Agency (City) for redevelopment agency (RDA) dissolution pursuant to Assembly Bill 1484 (AB 1484). Since that time, Kosmont has assisted the City in fulfilling several requirements associated with AB 1484, including submittal of our recognized obligation payment schedules (ROPS), property management plan (PMP), housing successor agency property disposition list and obtaining a finding of completion (FOC) from the State Department of Finance (DOF). While these accomplishments are noteworthy, additional requirements of AB 1484 remain and the original agreement with Kosmont has now expired. At Staff's request, Kosmont has submitted a proposal to provide the remaining successor agency support services needed to fulfill the requirements of AB 1484.

### **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 actions:

1. Approve the Professional Services Agreement with Kosmont Companies, Inc. for an amount not to exceed \$25,000; and
2. Authorize the City Administrator to sign the required documents in a form approved by the City Attorney.

**1.f.**

**November 4, 2014**

**DISCUSSION:**

Since October 2013, Kosmont Companies, Inc. (Kosmont) has provided staffing support services to the City for RDA dissolution pursuant to AB 1484. Since that time, Kosmont has assisted the City in fulfilling several requirements associated with AB 1484, including clean-up and submittal of our ROPS, PMP, housing successor agency property disposition list and obtaining an FOC from DOF. The existing agreement with Kosmont has now expired. Since the Successor Agency has continued reporting and other obligations under AB 1484, Staff is recommending a new agreement with Kosmont to provide successor agency support services.

Under the proposed agreement Kosmont will perform the following tasks:

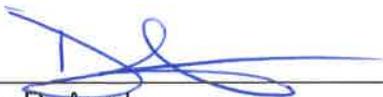
- Task 1: AB 1484 Administrative Services (Successor Agency and Oversight Board staffing)
- Task 2: Preparation and Distribution of ROPS 15-16A
- Task 3: Revision of Long-Range Property Management Plan (“PMP”)
- Task 4: Coordination with Legal Counsel
- Task 5: Economic Development Services (Market Analysis/Opinion of Values)

As mentioned previously, much has been accomplished with Kosmont to address the requirements of AB 1484; however there are still ongoing discussions with DOF regarding the City’s PMP and the need for support services regarding our ongoing ROPS schedules.

**FISCAL IMPACT:**

Funds for administrative support services have been budgeted in the Successor Agency’s budget and are included on the ROPS as an enforceable obligation. The proposed agreement for administrative support services will not exceed \$25,000. In addition, and while difficult to measure, Kosmont’s services have aided the City in securing several million dollars in enforceable obligations that DOF is now recognizing and paying to the City. These support services have ensured that the City continues to receive funds for its enforceable obligations and that the City’s properties are adequately positioned for future economic development. For these reasons, Staff is recommending that the City continue to contract with Kosmont for RDA dissolution services.

Prepared by:



Damien R. Arrula  
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachments:**

1. Kosmont Companies, Inc. Professional Services Agreement
2. Kosmont Companies Proposal for RDA Dissolution Services

**CITY OF PLACENTIA  
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 4th day of November, 2014, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Kosmont Companies, Inc (hereinafter "CONSULTANT").

**A. Recitals.**

(i) CITY requires professional services pertaining to Successor Agency Staffing Support Services" ("Work" hereinafter).

(ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Work.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

**B. Agreement.**

**1. Definitions:** The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Scope of Services: The provision of Successor Agency Support services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

**2. Time of Completion:** (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress

of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

**3. Payment for Services:** (a) CITY shall pay CONSULTANT a maximum sum of \$ 25,000 for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

**4. CITY Assistance to CONSULTANT:** CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.

(c) Such information as is generally available from CITY files applicable to the Work.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

**5. Records and Documents:** (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

**6. Suspension or Termination:** (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

**7. Default of CONSULTANT:** (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

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

**8. Notices and Designated Representatives:** Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia  
401 E. Chapman Avenue  
Placentia, California 92870-6101  
Attention: Troy Butzlaff, ICMA-CM  
City Administrator

To Consultant: Kosmont Companies  
865 S. Figueroa Street, Suite 3500  
Los Angeles, Ca 90017  
Attention: Brian Moncrief, Vice President

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 Brian Moncrief shall perform the services described in this Agreement. Brian Moncrief 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 Brian Moncrief 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 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. 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.

**17. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**18. 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.

**19. 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.

**20. 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

\_\_\_\_\_  
City Administrator

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Andrew V. Arczynski,  
City Attorney



October 13, 2014

Troy L. Butzlaff, ICMA-CM  
City Administrator  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870

**Re: Proposal for Redevelopment Dissolution Services pursuant to AB 1484**

Dear Mr. Butzlaff:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal for redevelopment dissolution consulting services to the Successor Agency ("SA") of the former City of Placentia Redevelopment Agency ("Client").

#### **PROPOSED SCOPE OF SERVICES**

##### **Task 1: AB 1484 Administrative Services**

- a. Kosmont will draft and distribute monthly meeting agendas, resolutions and staff reports. Consultant will provide regular communication to SA members, the Oversight Board, the County Auditor Controller's Office, and the DOF as may be necessary.
- b. Consultant will process and maintain records of financial transactions including, but not limited to, preparation of financial statements and other reports as needed and or requested by the Authority.
- c. Consultant will work with the City of Placentia, who is acting as the fiscal agent for the SA to assure timely receipt of revenues and payment of authorized expenses.

##### **Task 2: Preparation and Distribution of ROPS 15-16A**

Kosmont will prepare and distribute the eighth Recognized Obligation Payment Schedule ("ROPS") as required to the SA, the Oversight Board, the County Auditor Controller's Office, the DOF and the State Controller's Office. As necessary, Kosmont will respond to questions raised by various reviewing entities.

##### **Task 3: Preparation of Long-Range Property Management Plan ("PMP")**

AB1484 requires that within six months of the SAs receipt of the FOC, SA must prepare and submit a PMP as related to all real estate assets owned by the former RDA. Kosmont assisted with the preparation and submittal of the PMP to the DOF on July 3, 2014.

Kosmont understands that the Client will need further assistance to make any necessary modifications to the PMP and/or interface with the DOF regarding questions and documentation related to acquiring final approval from the DOF. If modifications to the

PMP are necessary, Kosmont will be available to attend subsequent meetings for SA and Oversight Board review and approval prior to submittal to the DOF. Consultant will also use its best efforts to work with the Department of Finance and ascertain new and emerging requirements.

**Task 4: Coordination with Legal Counsel**

Consultant will work with SA legal counsel, to be retained by the SA, to jointly prepare recommendations and assure that the SA meets its legal obligations under AB 1484.

**Task 5: Staffing of Oversight Board**

- a. Consultant will draft and distribute monthly meeting agendas, resolutions and staff reports.
- b. Consultant will distribute ROPS and other reports to the State Department of Finance, State Controller's Office and County Auditor Controller's Office as required.

**Task 6: Economic Development Services**

As needed economic development efforts and project specific economic development and advisory services including but not limited to market and feasibility analyses, developer and end-user lead generation, evaluation and selection (RFQ/RFP process), fiscal impact reporting, financing strategies and project execution.

**III. COMPENSATION**

Compensation for services is estimated at \$25,000 to be billed on a time and materials basis. Future increases in budget, if needed, will require approval by Client in advance. Budget may be increased by City request at any point in time.

Services will be invoiced monthly at Consultant's billing rates, as shown on Attachment A. Invoices will include additional reimbursement for out-of-pocket expenses such as air and automotive travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at Consultant's normal mileage reimbursement rate of 56.5 cents per mile), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Out-of-state travel requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

**Disclosure: Kosmont Realty Corporation ("KRC"): Compensation for possible future transaction-based services.**

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation formats for such services. This disclosure is not intended to commit the City.

When public agency assignments involve real estate/property brokerage or public financing transactions on behalf of the public agency, such transaction based services are typically provided by Kosmont Realty Corporation ("KRC") which is a licensed California brokerage firm (#01770428) and a registered municipal advisor with the

Securities Exchange Commission (SEC). Compensation for KRC's transactional services are typically brokerage commissions for property and lease transactions, and/or success/broker fees for financial advisory ("FA")/loan broker services.

KRC is available to provide Broker Opinion of Value on a property specific basis, as requested. If requested by Client, KRC will provide a flat fee budget for each BOV assignment.

#### **IV. START DATE FOR ASSIGNMENT**

Consultant is prepared to commence work immediately, contingent upon receipt of authorization and execution of this Agreement. The Initial term will be for twelve (8) months. Contract can be terminated by either party in advance based upon a mutual written agreement between Client and Consultant.

#### **V. OTHER PROVISIONS**

**A. Termination.** Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

**B. Arbitration.** Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

**C. Attorneys' Fees.** In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

**D. Authority.** Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

**E. Further Actions.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

**F. Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

**G. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**H. Entire Agreement; Amendments and Waivers.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

**I. Severability.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

**J. Notices.** All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

**K. Titles and Captions.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

**L. Governing Law.** The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

**M. Confidentiality.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

**N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

**O. Disclaimer.** Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

**P. Limitation of Damages.** In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

**Q. Expiration of Proposal for Services.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

**R. Not an agreement for Legal Services or Legal Advice.** This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

## **VI. ACCEPTANCE AND AUTHORIZATION**

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement and services deposit.

Read, understood, and agreed to this

\_\_\_\_ Day of \_\_\_\_\_ 2014

**City of Placentia**

**Kosmont & Associates, Inc.**  
doing business as “Kosmont Companies”

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Name: Larry J. Kosmont, CRE

Its: \_\_\_\_\_  
(Title)

Its: President & CEO

## ATTACHMENT A

### Kosmont Companies 2014 Public Agency Fee Schedule

#### Professional Services

President & CEO	\$295.00/hour
Partner/Senior Vice President/Senior Consultant	\$275.00/hour
Vice President/Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
GIS Mapping/Graphics Service/Research	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

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- **Additional Expenses**

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

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*Rates shall remain in effect until December 31, 2014.*



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CITY ATTORNEY

DATE: NOVEMBER 4, 2014

**SUBJECT: CONSIDERATION AND FIRST READING OF ORDINANCE NO. O-2014-xx  
ADDING § 1.04.060 TO CHAPTER 1.04 OF THE PLACENTIA MUNICIPAL  
CODE TO CONFIRM COMPLIANCE WITH REVISIONS TO STATE LAW  
AND SAFEGUARD CITY FUNDING**

FISCAL  
IMPACT: EXPENSE: N/A

### **SUMMARY:**

City Charter § 608 specifies that the City of Placentia is not bound by the requirements of the California Public Contract Code ("Code") and, pursuant to the "home rule" provisions of the State Constitution, the City is not obligated to require the payment of prevailing wages on public works contracts. Senate Bill 7 (SB 7), which was signed into law last year, requires all cities including charter cities to pay prevailing wages to workers on public projects, such as street work, or infrastructure projects such as replacing sewer lines. SB 7, which becomes effective January 1, 2015, mandate adherence to provisions of the Code and payment of prevailing wages and related standards in order to continue receiving state funds. In order to comply with the requirements of SB 7, the City's Municipal Code needs to be amended. This action approves for first reading an ordinance amending the City's Municipal Code to remain compliant with State Law and to safeguard future State funding.

### **RECOMMENDATION:**

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

1. Waive full reading, reading by title only, and conduct first reading of Ordinance No. O-2014-xx, **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADDING A NEW § 1.04.060 TO CHAPTER 1.04 OF THE PLACENTIA MUNICIPAL CODE TO CONFIRM COMPLIANCE WITH REVISIONS TO STATE LAW AND SAFEGUARD CITY FUNDING."**

### **DISCUSSION:**

Section 608 of the Placentia City Charter provides, in part: "The City shall not be bound by the California Public Contracts Code except as expressly provided in this Charter or as expressly required by the City Council by ordinance." The California Constitution provides that charter

**4.a.**

**November 4, 2014**

cities, such as Placentia, are authorized to make and enforce laws that deal with "municipal affairs" with the same effect as state law. However, the Legislature, upon a finding that a particular matter is of "statewide concern" may preclude charter cities from enacting legislation which is deemed to encroach upon matters of "statewide concern."

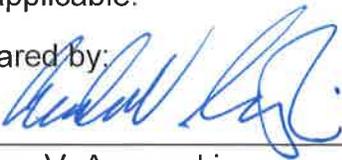
The Legislature, in recent sessions, has adopted several bills which purport to determine that the payment of prevailing wages and compliance with provisions of the Code dealing with project labor agreements relative to public works projects are matters of "statewide concern" coupled with the stated intent of eliminating state funds for use on such projects. One of these bills SB 7, which Governor Brown signed into law on October 13, 2013, adds § 1782 to the California Labor Code. The law generally provides that a charter city cannot receive or use state funding or financial assistance for a construction project if the city authorizes a contractor to avoid paying prevailing wages on any public works contract. Notably, SB 7 does not apply to all public works contracts. It does not affect contracts awarded by cities prior to January 1, 2015. The legislation also excludes construction contracts of \$25,000 or less or alteration, demolition, repair, or maintenance contracts of \$15,000 or less. While a number of charter cities are currently litigating the application of SB 7, the courts have not overturned the legislation thus exposing charter cities which do not comply with the recent enactments to the elimination of state funding for such projects. The threat of the elimination of state funding becomes effective January 1, 2015.

The purpose of this proposed Ordinance is to eliminate the risk the City faces from the state's imposition of the new statutes. The proposed Ordinance, in keeping with the provisions of City Charter § 608, requires future public works projects to pay prevailing wages, thus ensuring that the City will remain eligible for state funding. City Staff, therefore, recommends that Ordinance No. O-2014-xx be accepted for first reading, by title only, and set the Ordinance for second reading and adoption.

**FISCAL IMPACT:**

Not applicable.

Prepared by:



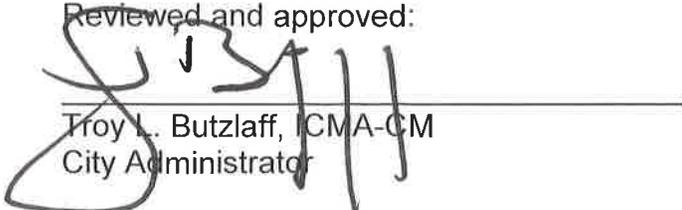
Andrew V. Arczynski,  
City Attorney

Reviewed and approved:



Damien R. Arrula  
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachment:**

1. Ordinance No. O-2014 xx, an Ordinance of the City Council of the City of Placentia, California, adding a new § 1.04.060 to Chapter 1.04 of the Placentia Municipal Code confirming compliance with revisions to state law and safeguarding City Funding.

ORDINANCE NO. O-2014-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA, ADDING A NEW § 1.04.060  
TO CHAPTER 1.04 OF THE PLACENTIA MUNICIPAL CODE  
TO CONFIRM COMPLIANCE WITH REVISIONS TO STATE  
LAW AND SAFEGUARD CITY FUNDING

City Attorney's Summary

This Ordinance adds a new § 1.04.060 to Chapter 1.04 of the Placentia Municipal Code as authorized by § 608 of the Charter of the City of Placentia to reflect compliance with requirements of state law and ensure continued state funds to which the City is entitled.

**A. Recitals.**

(i). Section 608 of the Placentia City Charter provides, in relevant part, as follows: "The City shall not be bound by the California Public Contracts Code except as expressly provided in this Charter or as expressly required by the City Council by ordinance."

(ii). Provisions of the California Constitution, Article XI, § 3(a) authorize the adoption of a city charter and provides that a charter thereby adopted has the force and effect of state law. The provisions of California Constitution, Article XI, § 5(a), the "home rule" provision, affirmatively grants to charter cities supremacy over "municipal affairs." Thus, charters act as instruments of limitation on the broad power of charter cities over matters of municipal affairs.

(iii). Notwithstanding the "home rule" provisions of the California Constitution, the Legislature may, upon a determination that a matter is of statewide concern, impose upon charter cities mandates to perform certain actions or conform to specified requirements.

(iv). The Legislature recently adopted, and the Governor signed several bills imposing upon municipalities, including charter cities, requirements for compliance with provisions of the California Labor Code and the California Public Contracts Code pertaining to the payment of prevailing wages and project labor agreements related to public works projects.

(v). SB 7, enacted October 13, 2013, added a new § 1782 to the California Labor Code which provides, in relevant part:

"(a) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with the provisions of this article on any public works contract.

"(b) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has awarded, within the prior two years, a public works contract without requiring the contractor to comply with all of the provisions of this article. This subdivision shall not apply if the charter city's failure to include the prevailing wage or apprenticeship requirement in a particular contract was inadvertent and contrary to a city charter provision or ordinance that otherwise requires compliance with this article.

"(c) A charter city is not disqualified by subdivision (a) from receiving or using state funding or financial assistance for its construction projects if the charter city has a local prevailing wage ordinance for all its public works contracts that includes requirements that in all respects are equal to or greater than the requirements imposed by the provisions of this article and that do not authorize a contractor to not comply with this article."

(vi). SB 922 enacted October 2, 2011 added Chapter 2.8 to the California Public Contract Code including § 2502 which provides:

"If a charter provision, initiative, or ordinance of a charter city prohibits the governing board's consideration of a project labor agreement that includes all the taxpayer protection provisions of Section 2500 for a project to be awarded by the city, or prohibits the governing board from considering whether to allocate funds to a city-funded project covered by such an agreement, then state funding or financial assistance shall not be used to support that project. This section shall not be applicable until January 1, 2015, for charter cities in which a charter

provision, initiative, or ordinance in effect prior to November 1, 2011, would disqualify a project from receiving state funding or financial assistance."

(vii). SB 829 enacted April 26, 2012 added § 2503 to the California Public Contract Code as follows:

"If a charter provision, initiative, or ordinance of a charter city prohibits, limits, or constrains in any way the governing board's authority or discretion to adopt, require, or utilize a project labor agreement that includes all the taxpayer protection provisions of Section 2500 for some or all of the construction projects to be awarded by the city, then state funding or financial assistance shall not be used to support any construction projects awarded by the city. This section shall not be applicable until January 1, 2015, for charter cities in which a charter provision, initiative, or ordinance in effect prior to November 1, 2011, would disqualify a construction project from receiving state funding or financial assistance."

(viii). The City Council of the City of Placentia, in order to assure that state funds are not imperiled, has determined it is in the best interests of the City to comply with the recent legislative enactments and to continue to comply therewith so long as the requirements of the above-referenced statutes remain in effect.

(ix). All legal prerequisites to the adoption of this ordinance have occurred.

#### **B. Ordinance.**

The City Council of the City of Placentia does ordain as follows:

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

Section 2. A new § 1.04.060 hereby is added to Chapter 1.04 of the Placentia Municipal Code to read, in words and figures, as follows:

"1.04.060. Compliance with prevailing wage and related state laws.

"In accordance with the provisions of § 608 of the Charter of the City of Placentia, all public works contracts issued by the City shall comply with the requirements of California Labor Code § 1782 and the requirements of Chapter 2.8 of the California Public Contracts Code on and after January 1, 2015."

Section 3. Presentation of certified copy.

On or before the effective date of this Ordinance, the City Clerk shall present a certified copy hereof to the California Department of Industrial Relations, Office of the Director - Legal Unit.

Section 4. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014.

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SCOTT W. NELSON,  
MAYOR

ATTEST:

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PATRICK J. MELIA,  
CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 4th day of November, 2014 and was finally adopted at a regular meeting held on the 18th day of November, 2014, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

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PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

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ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: NOVEMBER 4, 2014

SUBJECT: **CONSIDERATION OF CONTRACT SERVICES FOR CITY INITIATED GENERAL PLAN AMENDMENT**

FISCAL  
IMPACT: EXPENSE: \$26,100  
BUDGETED: \$26,100 (ACCOUNT NO.:102531-6290)

### **SUMMARY:**

In January, 2013, the City Council and Planning Commission conceptually approved several General Plan Land Use Element Amendments (LUAs). LUA #7 proposed the creation of an overlay zone to encourage transit oriented developments (TOD) in and around the proposed Placentia Metrolink Station. With the pending construction of the Metrolink Station and to encourage the development of transit oriented development in and around the Station, Staff is requesting that the City Council initiate a General Plan Amendment process to formally include this overlay zone. This action initiates a General Plan Amendment process to include the preparation of a Transit Oriented Development Overlay Zone for specific parcels in and around the Metrolink Station and to retain the services of Lilley Planning Group and Tom Dodson Associates to provide the necessary planning and CEQA support services needed to prepare the General Plan Amendment.

### **RECOMMENDATION:**

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

1. Direct Staff to initiate a General Plan Amendment to include an overlay zone to encourage future transit oriented developments on specific properties adjacent to the Placentia Metrolink Station; and
2. Approve the Professional Services Agreement with Lilley Planning Group for an amount not to exceed \$7,600; and
3. Approve the Professional Services Agreement with Tom Dodson & Associates for an amount not to exceed \$18,500; and
4. Authorize the City Administrator to sign the required documents in a form approved by the City Attorney.

**4.b.**

**November 4, 2014**

**DISCUSSION:**

The General Plan is the City's land use constitution, a legal policy document that is mandated by the State of California. The General Plan is intended to reflect the community's values and set policies to guide in the development, maintenance, and use of the City's built environment. It forms the basis for future decision making as it relates to the seven (7) mandatory elements: Land Use, Housing, Conservation, Open Space, Circulation, Safety, and Noise. The City's Housing Element was last updated in January, 2014. Current efforts to update the other General Plan Elements are well underway, with draft documents to be completed in the next few weeks and City Council review anticipated in Spring, 2015. Final adoption of the updated General Plan is scheduled for June 2015.

In January, 2013, the City Council and Planning Commission conceptually approved several LUAs, including the creation of an overlay zone to encourage transit oriented development on specific properties adjacent to the proposed Placentia Metrolink Station. Although the comprehensive General Plan update is underway, it is not scheduled for completion until June 2015. In order to prepare for the pending Metrolink Station and address zoning of adjacent uses, the City must initiate a General Plan Amendment in advance of the comprehensive update.

Due to staffing limitations, Staff is recommending that the General Plan Amendment be prepared by contract staff (Lilley Planning Group and Tom Dodson & Associates) whom are already working on the comprehensive update to the General Plan. This will ensure "best value" pricing as these consultants are already familiar with the remaining General Plan Amendments and necessary CEQA for the comprehensive update, and can accomplish this General Plan Amendment within an efficient time period. It is anticipated that this General Plan Amendment will be completed in January-February 2015.

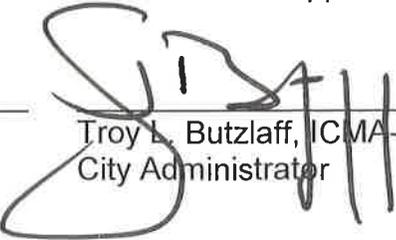
**FISCAL IMPACT:**

Lilly Planning Group is proposing a not-to-exceed cost of \$7,600 to prepare the General Plan Amendment. Tom Dodson & Associates has agreed to perform the required environmental assessment to comply with the California Environmental Quality Act (CEQA) for \$18,500. Funding is available in the current year budget.

Prepared by:

Reviewed and approved:

  
Damien R. Arrula  
Assistant City Administrator

  
Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachments:**

1. Lilley Planning Group Professional Services Agreement
2. Tom Dodson & Associates Professional Services Agreement

**CITY OF PLACENTIA  
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 4th day of November, 2014, by and between the City of Placentia, a Charter City and municipal corporation (“CITY”) and Lilley Planning, a California Corporation (“CONSULTANT”).

**A. Recitals.**

(i). CITY requires professional services pertaining to General Plan Amendment and Zone Change (“Work” hereinafter).

(ii). CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

(iii). CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Work.

(iv). CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

**B. Agreement.**

**1. Definitions:** The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a). Administrator: The City Administrator of CITY or his or her designee.

(b). Scope of Services: The provision of planning services, Scope of Services attached to this Agreement as Exhibit “A” and incorporated herein by reference (the “services”), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

**2. Time of Completion:** (a). The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit “A.” CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT’s control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b). CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c). CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

**3. Payment for Services:** (a). CITY shall pay CONSULTANT a maximum sum of \$7,600 at \$95.00 an hour for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b). Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c). CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

**4. CITY Assistance to CONSULTANT:** CITY agrees to provide to CONSULTANT:

(a). Information and assistance as set forth in Exhibit "A" hereto.

(b). Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.

(c). Such information as is generally available from CITY files applicable to the Work.

(d). Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

**5. Records and Documents:** (a). CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b). Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

**6. Suspension or Termination:** (a). CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b). In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of

termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to § 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: Troy L. Butzlaff ICMA-CM  
City Administrator

To Consultant: Lilley Planning Group  
564 S. Brea Blvd  
Brea, CA 92821  
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."

(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 § 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 Jennifer Lilley shall perform the services described in this Agreement. Jennifer Lilley 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 Jennifer Lilley 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 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. 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.

**17. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**18. 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.

**19. 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.

**20. 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

\_\_\_\_\_  
City Administrator

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Andrew V. Arczynski,  
City Attorney

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 related to Zone Change and General Plan Amendment.

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 planning services related to the Zone Change and General Plan project. 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. We are proposing Kathleen Haton to serve as the Project Manager for this work effort. Kathleen's time will be billed at \$95.00 an hour. Phase I of the GPA and ZC effort has begun work and we anticipate would be completed to reach a November 12, 2014 Planning Commission hearing. The services for Phase I is expected to be a not to exceed of \$7,600.00. Phase II would begin following the completion of Phase I and will need to be evaluated following the completion of Phase I. Phase II includes processing the TOD entitlements.

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

**CITY OF PLACENTIA  
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 4th day of November, 2014, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Tom Dodson and Associates a Corporation (hereinafter "CONSULTANT").

**A. Recitals.**

(i) CITY requires professional services pertaining to General Plan Amendment CEQA Services ("Work" hereinafter).

(ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Work.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

**B. Agreement.**

**1. Definitions:** The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Scope of Services: The provision of CEQA services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

**2. Time of Completion:** (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set

forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

**3. Payment for Services:** (a) CITY shall pay CONSULTANT a maximum sum of \$ 18,500 for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

**4. CITY Assistance to CONSULTANT:** CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.

(c) Such information as is generally available from CITY files applicable to the Work.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

**5. Records and Documents:** (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

**6. Suspension or Termination:** (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

**7. Default of CONSULTANT:** (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

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

**8. Notices and Designated Representatives:** Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia  
401 E. Chapman Ave.  
Placentia, California 92870-6101  
Attention: Troy Butzlaff, ICMA-CM  
City Administrator

To Consultant: Tom Dodson and Associates  
2150 N. Arrowhead Avenue  
San Bernardino CA, 92405

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 Tom Dodson shall perform the services described in this Agreement. Tom Dodson 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 Tom Dodson 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 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. 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.

**17. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**18. 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.

**19. 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.

**20. 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

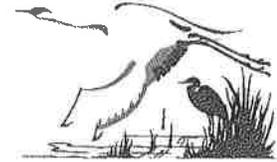
\_\_\_\_\_  
City Administrator

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Andrew V. Arczynski,  
City Attorney

**TOM DODSON & ASSOCIATES**  
2150 N. ARROWHEAD AVENUE  
SAN BERNARDINO, CA 92405  
TEL (909) 882-3612 • FAX (909) 882-7015  
E-MAIL tda@tdaenv.com



October 19, 2014

Mr. Damien R. Arrula  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870

Dear Mr. Arrula:

At the request of the City of Placentia (City), I am submitting this proposal regarding the preparation an environmental document for an amendment to the City's General Plan to permit a high density residential development in the vicinity of the City's proposed Metrolink Station (proposed project). Based on past discussions with the City, I have prepared this letter proposal and cost estimate for the City of Placentia to assist the City in complying with the California Environmental Quality Act (CEQA) for the proposed project. Tom Dodson & Associates (TDA) will provide support to the City to carry out the CEQA review process by preparing environmental documents suitable for the City to make a decision regarding the proposed project in full compliance with CEQA. TDA proposes to implement the following scope of work to address all of the standard issues on the City's environmental checklist form. The process outlined below includes the assumption that the City and developer representatives will provide several of the technical studies required to support the environmental documentation. If this is not the case, then TDA will perform these studies after providing a separate cost estimate to the City.

## **I. SCOPE OF WORK**

### Task 1: Prepare the Initial Study

Using the technical studies provided by the City and available data from the City of Placentia, TDA will compile an Initial Study that will identify those environmental issues with a potential for significant impact and those issues that are either less than significant or can be mitigated to a less than significant impact level. All issues in the standard Initial Study Environmental Checklist Form will be address under this task. This Initial Study will utilize the environmental data base compiled for the Metrolink Station EIR; the data base currently being compiled for the General Plan Update; and any other studies in progress for nearby projects as a major source of data for the Initial Study. A detailed project description, which will frame the issues to be addressed, will be a primary component of this document. This Initial Study will be used to establish whether any environmental issues are unavoidable significant impacts, or whether all potential impacts can be reduced to a less than significant impact.

To complete compilation of the Initial Study the following technical studies will be required, primarily due to cumulative effects of the proposed residential complex with the surrounding proposed uses:

- Air Quality/Greenhouse Gases
- Noise
- Cultural Resources (TDA will provide)
- Phase I Investigation
- Drainage
- Traffic

The above studies are required to determine whether a significant impact may result from implementing the proposed residential project. The fee for compiling this Initial Study is \$8,500. The fee for the cultural resources study is \$4,500. TDA will coordinate the other technical studies with the City and developer.

The Initial Study will require about 30 days to complete once the project description is finalized and the technical reports are completed. After submittal of the completed Initial Study TDA will meet with the City and developer to determine whether a Mitigated Negative Declaration or an EIR is required. If a Mitigated Negative Declaration is appropriate TDA will process this environmental determination with the City. If an EIR is deemed required, TDA will finalize the Initial Study; prepare a Notice of Preparation (NOP) and distribute the NOP to initiate the EIR review process (see Task 3 below)

#### Task 2: Complete the Processing of a Mitigated Negative Declaration

Assuming that the data support the issuance of a Mitigated Negative Declaration (MND) and the City concurs, TDA will provide assistance in processing the action for decision by the City. This will include providing copies of documents, assisting with the public review of the MND package, providing responses to any comment received on the project, attending meetings and answering questions and completing the final Negative Declaration package. TDA will provide time and materials support not to exceed \$5,500 for this task, based on assignments by City Staff. The end result would be adoption of the MND and filing of the Notice of Determination with the Orange County Clerk's office. The CEQA process relying on a MND is expected to require between 90 and 120 days, depending on the amount of time required to complete the technical studies.

If a decision is made to proceed with an EIR, TDA would undertake the following tasks.

#### Task 3: Compile and Distribute the Notice of Preparation and Conduct Scoping Meeting

Working with the City, TDA will prepare a summary project description and identify the environmental issues for evaluation in the EIR. TDA will prepare a Notice of Preparation (NOP) for distribution to pertinent agencies and interested parties. This will include meeting with City Staff to obtain concurrence with the scope of the EIR and the content of the NOP. A distribution list will also be compiled of those persons, parties and agencies that should receive a copy of the NOP.

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I anticipate a narrow mailing list based on the location of proposed project. TDA assumes that the City will be responsible for mailing the NOP, but we can assist with this task if requested. TDA will also file the NOP and a Notice of Completion with the County Clerk and the State Clearinghouse as appropriate. I anticipate a total of 16 hours effort to complete this task for a fee of \$2,400. The NOP can be completed within one week of finalizing the Initial Study.

This project is large enough to require a scoping meeting. Because of the size and potential controversy of a project like this, I recommend that a scoping meeting be conducted during the period that the NOP is being circulated. If the City decides to conduct such a meeting, TDA will prepare the meeting materials and conduct the meeting in conjunction with City Staff. The fee for conducting the scoping meeting is \$2,200.

Once the NOP is distributed, TDA would submit a follow-on proposal to complete the CEQA process by preparing, processing and finalizing an EIR.

#### Conclusion

TDA appreciates the opportunity to provide support to the City of Placentia in the CEQA review and ultimate approval of the proposed General Plan Amendment project. The scope of work outlined above will lead to either an adopted Mitigated Negative Declaration or initiation of an EIR to meet CEQA requirements. Total estimated TDA fee for preparing the MND is \$18,500 and this does not include the filing fee paid to the County Clerk. The additional fee to prepare the NOP and hold a scoping meeting is \$4,600, but I am not requesting funding for this task under at this time. I believe this is a reasonable schedule to comply with CEQA and meet the City's objectives for a project such as proposed. Should you have any questions regarding the above proposal, please feel free to give me a call.

Sincerely,



Tom Dodson