



Regular Meeting Agenda

March 17, 2015

Placentia City Council

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

Chad P. Wanke
Mayor

Jeremy B. Yamaguchi
Mayor Pro Tem

Craig S. Green
Council Member

Scott W. Nelson
Council Member

Constance M. Underhill
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
Acting City Administrator

Andrew V. Arczynski
City Attorney

City of Placentia
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Mission Statement

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

Vision Statement

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
March 17, 2015
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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 54956.8 Conference with Real Property Negotiator:
 - a. Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
City Negotiator: Damien R. Arrula, Acting City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY:

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 132 E. Crowther Avenue, Ave APN: 339-091-08
City Negotiator: Damien R. Arrula, Acting City Administrator
Negotiating Parties: Mark McEwen, DMWP, LLC
Under Negotiations: Price and Terms of Payment

ICDA: None

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
March 17, 2015
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Police Chaplain Sterling Bennett

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.g.):

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 Meeting – February 3, 2015
Recommended Action: Approve.

c. **City Fiscal Year 2014-15 Check Register for March 17, 2015**

Fiscal Impact: \$ 649,056.04

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

COUNCIL CONSENT CALENDAR:

d. **Approval of Plans and Specifications and Award of Contract to G2 Construction, Inc. for the OCTA M2 Environmental Cleanup Program Tier 1 Grant Project**

Fiscal Impact: Expense: \$80,000 for Construction Services

Offsetting Revenue: \$80,000 M2 Funds & Used Oil Recycling Funds

Budgeted: \$80,000 (Account No.: 333552-6185 J/L 61122)

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by G2 Construction, Inc. dated February 24, 2015, for the Catch Basin Insert Project; and
- 2) Accept the proposal submitted by G2 Construction, Inc. in the amount of \$60,000, and award a construction contract; and
- 3) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed \$9,000 (15% of the project construction contract amount); and
- 4) Authorize the Acting City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney; and
- 5) Adopt Resolution No. R-2015-07, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2014-15 Increasing the Appropriation and Offsetting Revenue Budgets in the Capital Improvement Projects Fund in the Amount of \$80,000 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

e. **Approval of Easement Agreement with Orange County Transportation Authority for Placentia Avenue Grade Separation Project**

Fiscal Impact: Expense: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached easement dedication to the City; and
- 2) Authorize the Mayor to sign the subject easement dedication on behalf of the City, in a form approved by the City Attorney; and
- 3) Direct the City Clerk to endorse the easement dedication which embodies the acceptance of said right-of-way easement, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the document.

f. **Approval of Agreement with Government Staffing Services, Inc., dba MuniTemps for Interim Chief Deputy City Clerk Services**

Fiscal Impact: Expense: Not-To-Exceed \$29,000 (Account No.: 101513-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve an Agreement Extension with Government Staffing Services, Inc., dba MuniTemps, for Interim Chief Deputy City Clerk services for a period of up to one hundred and twenty (120) days in an amount not-to-exceed \$29,000; and
- 2) Authorize the Acting City Administrator to sign the Municipal Staffing Agreement, in a form approved by the City Attorney.

g. **Award of Contract with CBRE, Inc. for Professional Retail Recruitment and Consulting Services**

Fiscal Impact: Expenditure: Not-to-exceed \$19,500 from April 1, 2015 to June 30, 2015

Budgeted: \$19,500 (Account No.: 102534-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with CBRE, Inc. for professional retail recruitment and consulting services for an amount not-to-exceed \$19,500 from April 1, 2015 to June 30, 2015 with a one (1) year extension option; and
- 2) Authorize the Acting City Administrator to sign the Professional Services Agreement in a form approved by the City Attorney.

2. PUBLIC HEARING: None

3. OLD BUSINESS: None

4. 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 April 7, 2015 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

April 7, 2015

- Historical Resources Ordinance
- Acceptance of Construction Work for the Demolition and Clean Up of the Placentia Packing House

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Interim Chief 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 March 17, 2015 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on March 12, 2015.

Rosanna Ramirez,
Interim Chief Deputy City Clerk

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
February 3, 2015
5:30 p.m.– City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Wanke called the meeting to order at 5:34 p.m.

ROLL CALL:

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

Councilmember Nelson arrived at 5:35 p.m.

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: 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: None

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

ROLL CALL:

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

STAFF PRESENT: Acting City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Andrew V. Arczynski; Director of Administrative Services Steve Pischel; Chief Financial Officer Linda G. Magnuson; Chief of Police Ward Smith; Director of

Community Services, Jonathan K. Nicks; Finance Manager, Michael Nguyen; Public Works Manager Michael McConaha; Analyst Maggie Le; Interim Chief Deputy City Clerk Rosanna Ramirez; City Clerk Specialist, Candice Martinez

INVOCATION: Police Chief Smith

PLEDGE OF ALLEGIANCE: Councilmember Nelson

PRESENTATIONS:

a. **Recognition of Outgoing City Administrator Troy L. Butzlaff**

Recipient: City Administrator Troy L. Butzlaff

Presenters: Mayor Wanke and Assistant City Administrator Arrula

Mayor Wanke announced the resignation of City Administrator Troy Butzlaff effective February 13, 2015. He noted that Mr. Butzlaff accepted the position of City Manager for the City of Azusa and expressed appreciation for his services to the City. He presented City Administrator Butzlaff a recognition plaque on behalf of City Council and City Staff.

City Administrator Butzlaff provided a brief overview of his employment with the City of Placentia. He thanked Council and City Staff for their loyalty, dedication and commitment to the organization.

b. **Recognition of Rosalina Davis For Her Contributions to the 2014 Las Posadas and Tamale Festival**

Recipient: Placita Santa Fe Merchants President Rosalina Davis

Presenter: Mayor Wanke

Mayor Wanke provided a brief overview of Ms. Davis's volunteer services to the City of Placentia including: the Las Posadas and Tamale Festival and serving as the president of the Placita Santa Fe Merchants.

Mayor Wanke presented Ms. Davis a certificate of recognition for her services for the 2014 Las Posadas and Tamale Festival.

Ms. Davis thanked Council for their continued support of the Las Posadas and Tamale Festival event. She thanked all the volunteers, sponsors and City Staff who assisted with the event. She presented Gas Company representative Emily France a certificate of appreciation for their contributions to the Las Posadas and Tamale Festival. She presented Raul Davis, owner of the Tlaquepaque, a certificate of appreciation for his contributions to the Las Posadas and Tamale Festival.

c. **Orange County Human Relations Annual Report**

Presenter: Orange County Human Relations Board of Directors Member Sean Thomas

Mayor Wanke introduced OC Human relations Board of Directors Member Sean Thomas.

OC Human Relations Board of Directors Member Thomas provided an annual report of the Orange County Human Relations Commissions programs and services they provide to the City. He submitted a copy of the annual report and invited the City Council to attend their fundraising event on May 7, 2015.

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:

Acting City Administrator Arrula announced the Annual Compost Give-Away on Saturday February 7, from 8:30 a.m.-10:30 a.m. at Tri-City Park. He announced the recruitment for the Citizens Fiscal Sustainability Task Force and noted applications are due to the City Clerk's Office by February 25, 2015.

ORAL COMMUNICATIONS:

Janice Lacher, resident, discussed and distributed a list to the Council containing budget saving ideas and ways to generate new business in the City.

Dwayne DeRose, resident and Placentia Chamber of Commerce President, noted that he will provide the Council with an update on upcoming Chamber events at a future Council meeting. He announced the upcoming 2015 Miss Placentia/Yorba Linda pageant on February 7, 2015 and the State of the City Event on February 26, 2015.

Jeff Buchanan, resident, noted that he was in favor of planting additional trees in the City of Placentia. He expressed his concerns regarding comments made during the past Council meeting.

Linda Lucio, resident, thanked City Administrator Butzlaff for all of his hard work for the City of Placentia and for being available for the residents to address any concerns that they may have.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Green noted that he toured the Republic Waste Recycling facility. He noted he was sworn in as a board member during the Orange County Fire Authority meeting.

Councilmember Nelson thanked Ms. Linda Lucio for attending the Council meeting tonight. He announced the Oath of Office for Police Chief Ward Smith on Thursday, February 5, 2015. He noted City Administrator Butzlaff accomplishments and thanked him for all his hard work and dedication to the City of Placentia.

Councilmember Underhill thanked City Administrator Butzlaff for his leadership and guidance during his employment with the City.

Mayor Pro Tem Yamaguchi wished City Administrator Butzlaff the best of luck on his new position as City Manager for the City of Azusa. He congratulated Mayor Wanke for his appointment on the Orange County City Selection Committee.

Mayor Wanke thanked City Administrator Butzlaff for all his hard work and dedication to the City of Placentia. He noted that he attended the Gas Energy Project in Irvine, the HR Block ribbon cutting event, and the Orange County City Selection Committee meeting. He announced the 2015 Miss Placentia/Yorba Linda Pageant on Saturday, February 7, 2015.

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

A motion was made by Councilmember Nelson, seconded by Mayor Pro Tem Yamaguchi and carries a (5-0) vote to approve Consent Calendar Items Nos. 1.a. through 1.h. Councilmember Underhill removed item 1.h. 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. **Minutes**
City Council/Successor/ICDA Regular Meeting – November 25, December 2, December 9, and December 16, 2014
Recommended Action: Approve.
(5-0, as recommended)
- c. **City Fiscal Year 2014-15 Check Register for February 3, 2015**
Fiscal Impact: \$612,887.13
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(5-0, as recommended)

COUNCIL CONSENT CALENDAR:

- d. **Approve Amendment No. 3 to Cooperative Agreement C-9-0412 Between the Orange County Transportation Authority and the City of Placentia for the Orange County Gateway/Orangethorpe Corridor Grade Separation Projects**
Fiscal Impact: \$125,000 additional funds in City support and services costs to be reimbursed by Orange County Transportation Authority for a total amount of \$1,030,500
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 3 to Cooperative Agreement C-9-0412, in a form approved by the City Attorney, between the City of Placentia and the Orange County Transportation Authority for the design, right-of-way acquisition and construction phases of the Orange County Gateway/Orangethorpe Corridor Grade Separation Projects; and
2) Authorize the Mayor to execute the Cooperative Agreement on behalf of the City.
(5-0, as recommended)
- e. **Approval of Plans and Specifications and Award of Construction Contract to CLS Constructors, Inc. for the Pedestrian Accessibility-Project Phase III**
Fiscal Impact: Expense: \$378,605 for Construction Services
Offsetting Revenue: \$420,000 CDBG Funds & Gas Tax Funds
Budgeted: \$378,605 (Account No.: 333552-6185 J/L 62001)
Recommended Action: It is recommended that the City Council:
1) Approve the plans and specifications prepared by Onward Engineering and dated December 3, 2014, for the Pedestrian Accessibility Phase III Project; and

- 2) Accept the proposal submitted by CLS Constructors, Inc., the lowest responsive and responsible bidder, in the amount of \$315,505.00, and award CLS Constructors, Inc. a construction contract; and
- 3) Reject all of the other bids; and
- 4) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed \$63,100 (20% of the project construction contract amount).

(5-0, as recommended)

f. **Approval of an Additional Contract Contingency of \$4,000 to the Pedestrian Signal Replacement Project Contract**

Fiscal Impact: Expense: \$4,000 for Construction Services

Offsetting Revenue: \$4,000 Safe Routes to School Grant Funding

Budgeted: \$4,000 (Account No.: 333552-6185 J/L 61114)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount of \$4,000.00 beyond the previously-approved \$5,721.

(5-0, as recommended)

g. **Acceptance of Construction Work for the Richfield Road and Orchard Drive Traffic Signal Project**

Fiscal Impact: Expense: \$213,753

Offsetting Revenue: \$150,000 OCTA Cooperative Agreement Funds and \$20,000 Yorba Linda, \$49,086 Placentia

Budgeted: \$213,753 (Account No.: 333552-6185 J/L 61117)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Steiny and Company, for construction of the Richfield Road and Orchard Drive Traffic Signal Project in the total amount of \$213,753; and
- 2) Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project; and
- 3) Authorize the City Engineer to release retention funds in accordance with the terms of the contract.

(5-0, as recommended)

h. **Approval of 2015 Heritage Festival Date, Location, Parade Route, and Expenditure Amount**

Fiscal Impact: \$25,000 Estimated Net Expenditures for Fiscal Year 2015-16

Recommended Action: It is recommended that the City Council:

- 1) Approve the Heritage Festival Committee's recommendation of event date, location, parade route, and estimated net expenditure amount of \$25,000 for the 2015 Heritage Festival.

(5-0, as recommended)

Councilmember Underhill inquired about the budget for the Heritage Festival event. She requested for this item to be reviewed by the Citizens Fiscal Sustainability Task Force.

Councilmember Green noted that Council can approve the item tonight, and have the Citizens Fiscal Sustainability Task Force review the budget for the Heritage Festival and make a determination at a future City Council meeting.

Mayor Pro Tem Yamaguchi inquired about the theme for the Heritage Festival.

Acting City Administrator introduced Community Services Director Jon Nicks.

Community Services Director Nicks noted that the Heritage Festival Committee did not meet in the months of December 2014, and January 2015. He noted that the committee was waiting for direction from Council in regards to moving forward on planning the 2015 event.

A motion was made by Councilmember Underhill, seconded by Councilmember Green and carried a (5-0) vote to approve the Heritage Festival Committee's recommendation of event date, location, parade route, and estimated net expenditure amount of \$25,000 for the 2015 Heritage Festival.

2. PUBLIC HEARING:

COUNCIL:

- a. **Public Hearing and Consideration to Approve Proposed Programs and Activities that will be Submitted to the County of Orange for Community Development Block Grant (CDBG) Funding for Fiscal Year 2015-16**

Fiscal Impact: CDBG Funds in the Amount of \$460,690 for Fiscal Year 2015-16

Recommended Action: It is recommended that the City Council:

- 1) Open the hearing, receive public testimony, close the public hearing; and
- 2) Authorize the City Administrator to submit the application to the County of Orange to receive Community Development Block Grant Funds to support public service programs, public facilities improvements, housing needs, economic development and administrative expenses in the amount of \$460,690.

(5-0, as recommended)

Acting City Administrator Arrula introduced Neighborhood Services Manager Jeanette Ortega.

Neighborhood Services Manager Ortega provided a brief overview on public hearing item 2.a. regarding the Community Development Block Grant (CDBG) Funding for Fiscal Year 2015-16. She noted the CDBG amount of \$409,271 will be allocated to the City and will serve as a direct offset/supplement to the general fund. She noted the remaining amount of \$51,419 will be provided to the County to cover the cost related to the preparation of the five (5) year consolidated plan and other administrative costs.

Mayor Wanke opened the public hearing at 8:03 p.m. and closed the public hearing at 8:04 p.m.

A motion was made by Councilmember Nelson, seconded by Councilmember Green and carried a (5-0) vote to authorize the City Administrator to submit the application to the County of Orange to receive Community Development Block Grant Funds to support public

service programs, public facilities improvement, housing needs, economic development and administrative expenses in the amount of \$460,690.

3. OLD BUSINESS:

CITY COUNCIL OLD BUSINESS:

a. **Approval to Adopt Revised Economic Development Branding Logo and Tagline**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the revised Branding Logo and Tagline for Marketing Materials related to Economic Development.

(5-0, as recommended)

Acting City Administrator Arrula noted at the last City Council meeting, Council had suggested revisions to the logo and requested that the item be brought back to Council for approval. He presented the amended logo and tagline.

Councilmember Nelson clarified that at the last Council meeting, he was in favor of the proposed logo and tagline without the suggested changes.

Mayor Wanke noted that he was in favor of the proposed logo and tagline with the changes.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Nelson and carried a (5-0) vote to approve the revised Branding Logo and Tagline for Marketing Materials related to Economic Development.

4. NEW BUSINESS:

COUNCIL NEW BUSINESS:

a. **Approval of Cost Reduction Consulting Services with Procure America and Spyglass Group, LLC**

Fiscal Impact: Approximate Cost Savings: \$115,350 Annually Total (FY 2014-15 \$62,370)

Approximate Expenditure: \$57,675 Annually Total (FY 2014-15 \$31,190)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the cost reduction consulting services with Procure America and Spyglass Group LLC; and
- 2) Adopt Resolution No. R-2015-02, A Resolution of the City Council of the City of Placentia, California, authorizing a Budget Amendment in Fiscal Year 2014-15 adjusting the General Fund appropriations with a net of zero in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
- 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)

Acting City Administrator Arrula provided a brief overview on item 4.a. He introduced Management Analyst Maggie Le.

Management Analyst Maggie Le provided a brief overview on item 4.a. She noted that Staff had retained Procure America and Spyglass Group to perform comprehensive billing audits toward the City's telecommunications, printing and electricity to identify potential cost savings. She noted that there were no upfront costs for the audit services, and any savings the consultants discover are subject to cost savings share between the City and Procure America of 50% of the cost savings share for a three (3) year term. Spyglass Group also did not require any upfront costs for the audit and will receive 50% of the cost savings share for a term of one (1) year.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Underhill and carried a (5-0) vote to authorize the cost reduction consulting services with Procure American and Spyglass Group LLC; and Adopt Resolution No. R-2015-02, A Resolution of the City Council of the City of Placentia, California, authorizing a Budget Amendment in Fiscal Year 2014-15 adjusting the General Fund appropriations with a net of zero in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and Authorize the City Administrator, or his designee, to execute all applicable documents in a form approved by the City Attorney.

b. Overview of Position Allocation Plan for Fiscal Year 2014-15

Acting City Administrator Arrula provided a PowerPoint presentation entitled, 'Overview of Position Allocation Plan for Fiscal Year 2014-15' with slides displaying an overview of the City's funded positions, vacant positions, and employee promotions and merit increases.

Councilmember Green inquired if there had been any promotions, merit increases, attendance of training and/or hiring of employees since the last Council meeting.

Acting City Administrator Arrula noted that the City Clerk's Office had reviewed the minutes from the past City Council meeting, and confirmed that there was not a consensus from Council to implement a freeze on any promotions, merit increases, attendance of trainings, and/or hiring for employees.

Councilmember Nelson requested clarification on the process for Council to add an item on to a future City Council agenda.

City Attorney Arczynski noted in order for formal action to be taken on an item presented by Council, the proposed item would need to receive approval by majority of City Council and placed on a future City Council meeting agenda.

Director of Administrative Services Pischel noted the following changes in the City since the December 2, 2015 meeting including the promotion of the Chief of Police position and conditional job offers for front line police officer positions.

Councilmember Underhill requested clarification from Councilmember Green request from the December 2, 2014 meeting.

Councilmember Green noted that Council should look at the potential savings for freezing the positions and for the City Administrator to provide additional feedback to Council.

Mayor Wanke requested for Staff to look into the vacancy review board process the City of Brea uses to determine which positions should be filled.

Councilmember Green requested a vote from Council to approve the freeze on any promotions, merit increases, attendance of trainings, and/or hiring for employees until Council is able to review and provided additional direction to City Staff.

Councilmember Nelson inquired about the funded vacant and promotional positions slide and inquired if Councilmember Green wanted to place a freeze on all the positions listed.

Councilmember Green requested to implement the freeze on all positions with the exception of the Chief Deputy City Clerk position and line level Police Officers.

Acting City Administrator Arrula suggested for Council to review the presentation provided by Staff tonight and continue the discussion of the item during the midyear budget review at the next City Council meeting and decide if Council wishes to continue to impose the freeze on all positions.

Mayor Pro Tem Yamaguchi inquired if Staff was anticipating any hiring or promotion of employees before the next City Council meeting on February 17, 2015 and if Staff has participated in any lengthy and/or extensive training in the past year.

Director of Administrative Service Pischel noted they intended to hire for several positions but this can wait until the midyear budget review. He noted that there is currently a Lieutenant attending the National Academy 10 week training program.

Councilmember Green motioned for an immediate freeze/moratorium, with the exception of actions that may be required in Memorandum of Understanding (MOU) or contract, Police Line level hiring and the hiring of the Chief Deputy City Clerk position, promotions raises, merit increases, changes in status, changes in titles or any other such actions including lengthy and/or expensive trainings that may increase spending until such time the City Administrator presents a thorough review of each and any position to City Council to include necessity and the fiscal viability aspects of any possible changes as mention above.

Acting City Administrator Arrula requested for the motion to include that this freeze will be in effect until the review of the midyear budget and City Council makes a determination whether to continue the implementation.

A motion was made by Mayor Pro Yamaguchi, seconded Councilmember Green and carried a (3-2, Councilmember Underhill and Councilmember Nelson voted no) vote to implement a freeze on all full-time hiring, promotions, merit increases, changes in titles, with the exception of the positions of the Chief Deputy City Clerk, Line Level Police Officers, and contractually obligated agreements until the review of the midyear budget at the next City Council meeting on February 17, 2015.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Pro Tem Yamaguchi noted the challenges that City has been facing recently, and that Council is taking the budgetary issue seriously.

Mayor Wanke requested for Staff to research into a vacancy review board, similar to the City of Brea, and report back to Council.

Councilmember Green requested copy of the PowerPoint presentation regarding Overview of Position Allocation Plan for Fiscal Year 2014-15 to be provided to Council.

RECESS: The City Council and Boards of Directors recessed to Executive Session at 9:06 p.m.

ROLL CALL:

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

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.

TENTATIVE AGENDA FORECAST

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

February 17, 2015

- Oath of Office- City Treasurer
- Notice of Completion for 235 Bradford Avenue Parking Lot Project
- Resolution of Intent to Annex Territory to Community Facilities Distinct No. 2014-01
- Approval of Final Tract Map 17145, Including a Conditional Acceptance of the Offer of Dedication, Approval of the Subdivision Improvement Agreement, and Acceptance of the Subdivision Improvement Bonds
- Placentia Old Town Santa Fe District Revitalization Plan

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:34 p.m. to February 17, 2015 at 5:30 p.m. in memory of Maria Aileen Aguirre Olivas, Henry C. Grote, and Danielle Blehm.

CHAD P. WANKE
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

**City of Placentia
Check Register
For 03/17/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 649,056.04

Check Totals by ID	
AP	579,320.45
EP	69,735.59
IP	0.00
OP	0.00

Check Totals by Fund	
101-General Fund (0010)	160,191.11
265-Landscape Maintenance (0029)	3,826.86
275-Sewer Maintenance (0048)	240.73
401-City Capital Projects (0033)	8,976.81
501-Refuse Administration (0037)	226,156.35
601-Employee Health & Wfire (0039)	189,494.75
605-Risk Management (0040)	7,657.82
610-Equipment Replacement (0041)	29,420.39
615-Information Technology (0042)	15,228.83
701-Special Deposits (0044)	7,862.39

Void Total: 0.00
Check Total: 649,056.04

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

Check Total: 649,056.04

*Reversed & Approved 3/11/15
Linda H. McPherson*

**1.c.
March 17, 2015**

City of Placentia
Check Register
For 03/11/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	PD UNIFORMS	103046-6360 / 50142-6360 Uniforms	ITK0223	43.67	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	INTOXIMETER #5 REPAIRS	103043-6301 / 50100-6301 Special Department Supplies	ITK0223	140.16	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	EVIDENCE PACKAGING SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	ITK0223	945.69	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	POWER STRIP FOR PD	103043-6301 / 50040-6301 Special Department Supplies	ITK0223	22.22	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	DISPATCHER & CADET BADGES	103043-6301 Special Department Supplies	ITK0223	524.77	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	911 TRAINING REG-WOLFLEY	103043-6250 Staff Training	ITK0223	330.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	911 TRAINING REG-KUHN	103043-6250 Staff Training	ITK0223	110.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING REG-TORRES	103043-6250 Staff Training	ITK0223	200.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD VIP RECOGNITION LUNCHEON	103043-6245 / 50095-6245 Meetings & Conferences	ITK0223	510.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING REG-UCEDA	103042-6250 Staff Training	ITK0223	450.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING REG-UCEDA	103042-6250 Staff Training	ITK0223	250.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	MCV CABLE CHARGES	103041-6301 Special Department Supplies	ITK0223	54.99	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CREDIT FOR PD BADGES	103041-6301 Special Department Supplies	ITK0223	-220.42	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	FALKON RETIREMENT SUPPLIES	103041-6301 Special Department Supplies	ITK0223	20.29	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	FALKON RETIREMENT SUPPLIES	103041-6301 Special Department Supplies	ITK0223	6.03	JANUARY 15		00086674	02/26/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	K9 TRAINING HOTEL-KENEHAN	103041-6250 Staff Training	ITK0223	296.37	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	K9 TRAINING HOTEL-ANDERSON	103041-6250 Staff Training	ITK0223	296.37	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING HOTEL-MILLSAP	103041-6250 Staff Training	ITK0223	443.52	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING HOTEL-RADOMSKI	103041-6250 Staff Training	ITK0223	687.50	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING HOTEL-MILLSAP	103041-6250 Staff Training	ITK0223	443.52	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING HOTEL-ANGEL	103041-6250 Staff Training	ITK0223	304.20	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	LAPEL INSIGNIA	103040-6360 / 50040-6360 Uniforms	ITK0223	37.58	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 / 50100-6325 Postage	ITK0223	28.95	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES-FBI TRAINING	103040-6325 Postage	ITK0223	43.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES-FBI TRAINING	103040-6325 Postage	ITK0223	181.18	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	FBI TRAINING SUPPLIES	103040-6315 Office Supplies	ITK0223	25.70	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	BAGGAGE FEE-PASCARELLA	103040-6250 Staff Training	ITK0223	17.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	BAGGAGE FEE-PASCARELLA	103040-6250 Staff Training	ITK0223	17.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	AIRFARE-FBI TRNG PASCARELLA	103040-6250 Staff Training	ITK0223	402.60	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	AIRFARE-FBI TRNG PASCARELLA	103040-6250 Staff Training	ITK0223	558.10	JANUARY 15		00086674	02/26/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	FBI TRNG SUPPLIES-PASCARELLA	103040-6250 Staff Training	ITK0223	471.21	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	BAGGAGE FEE-PASCARELLA	103040-6250 Staff Training	ITK0223	60.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CM CONF MEAL-ARRULA, BUTZLAFF	102534-6245 Meetings & Conferences	ITK0223	135.62	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CM CONF REG-ARRULA	102534-6245 Meetings & Conferences	ITK0223	625.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	AIRPORT SHUTTLE SVS-ARRULA	102534-6245 Meetings & Conferences	ITK0223	79.50	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	ICSC CONF BOOTH REG	102534-6245 Meetings & Conferences	ITK0223	1,100.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	AIRFARE-CM MEETING-ARRULA	102534-6245 Meetings & Conferences	ITK0223	500.20	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	WEBSITE DOMAIN NAME	102534-6255 Dues & Memberships	ITK0223	11.48	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	JAN FINANCE WEBINAR	102021-6099 Other Professional Services	ITK0223	49.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	ITK0223	6.99	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	BINDERS FOR COUNCIL PACKETS	101513-6315 Office Supplies	ITK0223	67.90	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101513-6315 Office Supplies	ITK0223	118.66	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	MMASC MEMBERSHIP-DE LA TORRE	101512-6255 Dues & Memberships	ITK0223	75.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SCAN NATOA MEMBERSHIP-ORTEGA	101512-6255 Dues & Memberships	ITK0223	80.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PELRA MEMBERSHIP-PISCHEL	101512-6255 Dues & Memberships	ITK0223	175.00	JANUARY 15		00086674	02/26/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	SCPMA MEMBERSHIP-VERA	101512-6255 Dues & Memberships	ITK0223	50.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD WEBINAR	101512-6250 Staff Training	ITK0223	55.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	HR TRAINING MEALS-VERA	101512-6250 Staff Training	ITK0223	53.38	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CALPERS RETIREMENT WEBINAR	101512-6250 Staff Training	ITK0223	55.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW SUPPLIES	101512-6245 Meetings & Conferences	ITK0223	13.46	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW SUPPLES	101512-6245 Meetings & Conferences	ITK0223	14.95	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SCPMA CONF REG-VERA	101512-6245 Meetings & Conferences	ITK0223	79.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ITK0223	36.71	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ITK0223	8.63	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ITK0223	17.26	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	AIRPORT SHUTTLE SVS-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0223	79.50	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PD PRO LASER REPAIRS	103047-6137 Repair Maint/Equipment	ITK0223	220.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	MEETING LUNCH-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0223	34.38	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	AIRFARE-NELSON	101001-6245 Meetings & Conferences	ITK0223	498.20	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0223	48.60	JANUARY 15		00086674	02/26/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0223	48.56	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0223	48.68	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK0223	50.87	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	1/20 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ITK0223	9.72	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	1/20 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ITK0223	10.26	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	1/20 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ITK0223	10.26	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	1/20 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ITK0223	13.99	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	1/20 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ITK0223	31.90	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	1/13 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ITK0223	33.26	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	1/13 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ITK0223	58.24	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CREDIT LEAGUE CONF REG GREEN	101001-6245 Meetings & Conferences	ITK0223	-475.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CREDIT LEAGUE CONF REG WANKE	101001-6245 Meetings & Conferences	ITK0223	-475.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CREDIT-AIRFARE WANKE	101001-6245 Meetings & Conferences	ITK0223	-498.20	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	MOBILE FOOD PANTRY SVS	0044-2040 / 79282-2040 Special Deposits	ITK0223	398.68	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	REPLACEMENT LIGHT BULBS	103554-6130 Repair & Maint/Facilities	ITK0223	75.34	JANUARY 15		00086674	02/26/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103554-6130 Repair & Maint/Facilities	ITK0223	38.78	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103554-6130 Repair & Maint/Facilities	ITK0223	118.92	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PAINT	103554-6130 Repair & Maint/Facilities	ITK0223	34.17	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103554-6130 Repair & Maint/Facilities	ITK0223	66.69	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	LIBRARY RESTROOM REPAIR SUPPL	103554-6130 Repair & Maint/Facilities	ITK0223	26.98	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	LIGHT BULBS FOR LIBRARY	103554-6130 Repair & Maint/Facilities	ITK0223	540.53	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	REFRIGERATOR PARTS	103554-6137 Repair Maint/Equipment	ITK0223	55.07	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	ICE MAKER PARTS	103554-6137 Repair Maint/Equipment	ITK0223	255.41	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	REFRIGERATOR PARTS	103554-6137 Repair Maint/Equipment	ITK0223	66.96	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PED BRIDGE LIGHT BULBS/BALLAST	103554-6137 Repair Maint/Equipment	ITK0223	290.71	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PED BRIDGE LIGHT BULBS/BALLAST	103554-6137 Repair Maint/Equipment	ITK0223	267.06	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103554-6301 Special Department Supplies	ITK0223	29.16	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SIGN SHOP SUPPLIES	103652-6310 Street Signs	ITK0223	172.74	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	RESTROOM SUPPLIES	103655-6130 Repair & Maint/Facilities	ITK0223	10.79	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6130 Repair & Maint/Facilities	ITK0223	12.75	JANUARY 15		00086674	02/26/2015

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MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	ITK0223	46.06	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	ITK0223	81.89	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PW TOOLS	103655-6301 Special Department Supplies	ITK0223	106.69	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PESTICIDE SEMINAR REG-NAJERA	103655-6301 Special Department Supplies	ITK0223	45.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	PW TOOLS/SUPPLIES	103655-6301 Special Department Supplies	ITK0223	210.69	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CREDIT FOR IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK0223	-58.25	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	TRANSMISSION REPAIR PD CAR #23	103658-6134 Vehicle Repair & Maintenance	ITK0223	512.82	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	TRANSMISSION REPAIR PD CAR #23	103658-6134 Vehicle Repair & Maintenance	ITK0223	600.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	ALIGNMENT ON PD CAR #16	103658-6134 Vehicle Repair & Maintenance	ITK0223	65.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ITK0223	40.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ITK0223	40.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ITK0223	40.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ITK0223	40.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ITK0223	40.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ITK0223	40.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ITK0223	40.00	JANUARY 15		00086674	02/26/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	CPRS MEMBERSHIP-NICKS	104070-6255 Dues & Memberships	ITK0223	170.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CPRS MINI CONF REG-MAURER	104071-6255 Dues & Memberships	ITK0223	95.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0223	39.53	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0223	156.52	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0223	134.85	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	TABLE CLOTH CLEANING FOR REC	104071-6301 Special Department Supplies	ITK0223	30.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK0223	108.00	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK0223	71.99	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SR. CENTER CLEANING SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK0223	19.61	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	YOUTH BASKETBALL SUPPLIES	104071-6301 / 79376-6301 Special Department Supplies	ITK0223	32.37	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK0223	77.24	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	YOUTH BASKETBALL SUPPLIES	104071-6301 / 79376-6301 Special Department Supplies	ITK0223	90.97	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	BASKETBALLS FOR YOUTH SPORTS	104071-6301 / 79376-6301 Special Department Supplies	ITK0223	48.91	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	REC SNACK BAR SUPPLIES	104071-6301 / 79376-6301 Special Department Supplies	ITK0223	76.14	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CONCERT SHARE EVENT REG	104071-6301 Special Department Supplies	ITK0223	60.00	JANUARY 15		00086674	02/26/2015

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MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103550-6245 Meetings & Conferences	ITK0223	51.84	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	109595-6301 Special Department Supplies	ITK0223	30.21	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	SOD FOR HUNTER BALLFIELD	103655-6301 Special Department Supplies	ITK0223	11.73	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	GATE PARTS-120 N. BRADFORD	333554-6185 / 6200240011-6185 Construction Services	ITK0223	93.06	JANUARY 15		00086674	02/26/2015
MW IP	BANK OF AMERICA V008741	CAP FOR PESTICIDE SPRAYER	103655-6301 Special Department Supplies	ITK0223	3.56	JANUARY 15		00086674	02/26/2015
					Check Total:	17,192.62			
MW OH	AAA FLAG & BANNER V007428	SIGN & FLAG SUPPLIES	103655-6301 Special Department Supplies	TK022515	1,700.46	6014010		00086675	02/26/2015
					Check Total:	1,700.46			
MW OH	ALBERT GROVER & V007111	JAN TRAFFIC EGNR SVS GRADE SEP	333552-6015 / 6105615155-6015 Engineering Services	TK022515	450.00	01549-IN		00086676	02/26/2015
MW OH	ALBERT GROVER & V007111	JAN CITY TRAFFIC ENGINEER SVS	103550-6015 Engineering Services	TK022515	7,199.92	01548-IN	P10527	00086676	02/26/2015
					Check Total:	7,649.92			
MW OH	ALLEGRA CONSULTING INC V009570	FARMERS MARKET LOGO DESIGN	101572-6401 / 70014-6401 Community Programs	TK022515	2,600.00	1040	P10504	00086677	02/26/2015
					Check Total:	2,600.00			
MW OH	ANAHEIM REGIONAL V007613	PHYSICAL EXAM CASE #15-0462	103040-6099 Other Professional Services	TK022515	750.00	001328395		00086678	02/26/2015
					Check Total:	750.00			
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK022515	111.68	530281700		00086679	02/26/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK022515	64.25	530298533		00086679	02/26/2015

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MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK022515	101.77	530399289		00086679	02/26/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK022515	149.20	5304146280		00086679	02/26/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK022515	101.77	530433172		00086679	02/26/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK022515	297.11	530281699	P10406	00086679	02/26/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK022515	893.65	530298532	P10406	00086679	02/26/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK022515	292.53	530416279	P10406	00086679	02/26/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK022515	96.55	530433171	P10406	00086679	02/26/2015
					Check Total:	2,108.51			
MW OH	ASSOCIATION OF V007389	AGENCY MEMBERSHIP	101001-6255 Dues & Memberships	TK022515	1,000.00	1325		00086680	02/26/2015
					Check Total:	1,000.00			
MW OH	AT & T MOBILITY V008709	1/9-2/7 IPAD CHARGES	109595-6215 Telephone	TK022515	203.77	X02152015		00086681	02/26/2015
					Check Total:	203.77			
MW OH	BREA ELECTRIC COMPANY V007990	ELECTRICAL REPAIRS AT KRAEMER	103655-6301 Special Department Supplies	TK022515	205.00	22156		00086682	02/26/2015
					Check Total:	205.00			
MW OH	CBE V008124	1/5-2/4 COPIER OVERAGE PW	109595-6175 Office Equipment Rental	TK022515	69.57	IN1654477	P10328	00086683	02/26/2015
MW OH	CBE V008124	1/20-2/19 COPIER OVERAGE ADMIN	109595-6175 Office Equipment Rental	TK022515	603.49	IN1661295	P10328	00086683	02/26/2015
					Check Total:	673.06			

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MW OH	CITY OF BREA V000125	PRINTING SERVICES	102531-6315 Office Supplies	TK022515	413.90	6-2001		00086684	02/26/2015
MW OH	CITY OF BREA V000125	PRINTING SERVICES	101511-6315 Office Supplies	TK022515	100.09	6-2003		00086684	02/26/2015
MW OH	CITY OF BREA V000125	PRINTING SERVICES	101512-6315 Office Supplies	TK022515	8.40	6-2003		00086684	02/26/2015
				Check Total:	522.39				
MW OH	CITY OF FULLERTON V000385	AUG-DEC INTERSECTION MAINT	103550-6015 Engineering Services	TK022515	718.06	AR121666		00086685	02/26/2015
MW OH	CITY TRAFFIC ENGINEERS V009662	COMMISSONER WORKSHOP REG	103550-6245 Meetings & Conferences	TK022515	90.00	REGISTRATION		00086686	02/26/2015
				Check Total:	718.06				
MW OH	CONVERSE CONSULTANTS V005996	ENVIRO SITE ASSESSMENT	109595-6999 Other Expenditure	TK022515	2,350.00	14-42252-01-1		00086687	02/26/2015
				Check Total:	2,350.00				
MW OH	COUNTY OF ORANGE V007152	JAN SHARED AFIS COSTS	103040-6290 Dept. Contract Services	TK022515	1,417.35	SH38605	P10382	00086688	02/26/2015
MW OH	COUNTY OF ORANGE V007152	FEB SHARED AFIS COSTS	103040-6290 Dept. Contract Services	TK022515	1,417.35	SH38734	P10382	00086688	02/26/2015
				Check Total:	2,834.70				
MW OH	DJH RESOURCES V009656	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	TK022515	500.00	40-14-59		00086689	02/26/2015
MW OH	ELDER, JILL V009657	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK022515	95.00	2000514.002		00086690	02/26/2015
MW OH	FERNANDEZ, ANTHONY V008849	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK022515	95.00	2000515.002		00086691	02/26/2015

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MW OH	GAS CO, THE V000909	1/23-2/24 GAS CHARGES	109595-6340 Natural Gas	TK022515	21.56 022615		00086692	02/26/2015
			Check Total:		65.00			
MW OH	GOLDEN STAR TECHNOLOGYAN IT SUPPORT SVS V009410		421523-6290 Dept. Contract Services	TK022515	7,178.00 SINV103912	P10285	00086693	02/26/2015
			Check Total:		21.56			
MW OH	GOLDEN STATE WATER V000928	DEC-FEB WATER CHARGES	109595-6335 Water	TK022515	3,866.21 021715		00086694	02/26/2015
			Check Total:		7,178.00			
MW OH	GONSALVES & SON, JOE V005577	MARCH LEGISLATIVE SERVICES	101001-6099 Other Professional Services	TK022515	4,000.00 25083	P10304	00086695	02/26/2015
			Check Total:		3,866.21			
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	TK022515	406.36 27061		00086696	02/26/2015
			Check Total:		4,000.00			
MW OH	HONEYWELL V001388	CITY HALL A/C REPAIRS	103554-6290 Dept. Contract Services	TK022515	318.73 5231547871	P10372	00086697	02/26/2015
			Check Total:		406.36			
MW OH	HONEYWELL V001388	CITY HALL A/C REPAIRS	103554-6290 Dept. Contract Services	TK022515	352.23 5231571268	P10372	00086697	02/26/2015
			Check Total:		406.36			
MW OH	HONEYWELL V001388	CORP YARD A/C REPAIRS	103554-6290 Dept. Contract Services	TK022515	352.23 5231571269	P10372	00086697	02/26/2015
			Check Total:		406.36			
MW OH	HONEYWELL V001388	CITY HALL A/C REPAIRS	103554-6290 Dept. Contract Services	TK022515	457.33 5231779758	P10372	00086697	02/26/2015
			Check Total:		406.36			
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK022515	100.00 30-15-005		00086698	02/26/2015
			Check Total:		1,480.52			
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK022515	100.00 30-15-006		00086698	02/26/2015
			Check Total:		100.00			

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MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK022515	100.00	30-15-007		00086698	02/26/2015
Check Total:					300.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES PRKG LOT	103655-6115 Landscaping	TK022515	1,551.00	2194787-00B		00086699	02/26/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES PRKG LOT	103655-6115 Landscaping	TK022515	181.60	2202469-00		00086699	02/26/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK022515	205.43	2207590-00		00086699	02/26/2015
Check Total:					1,938.03				
MW OH	KEEN DAVID V004024	1/18-2/14 PENSION PAYMENT	103041-5001 Salaries/Full-Time Regular	TK022515	3,363.12	022315		00086700	02/26/2015
MW OH	KEEN DAVID V004024	2/15-28 PENSION PAYMENT	103041-5001 Salaries/Full-Time Regular	TK022515	1,682.56	022415		00086700	02/26/2015
Check Total:					5,045.68				
MW OH	LE-NGUYEN, MAGGIE V007345	ECONOMIC DEV MEETING SUPPLIES	102534-6245 Meetings & Conferences	TK022515	8.64	021015		00086701	02/26/2015
MW OH	LE-NGUYEN, MAGGIE V007345	ECONOMIC DEV MEETING SUPPLIES	102534-6245 Meetings & Conferences	TK022515	27.84	021115		00086701	02/26/2015
Check Total:					36.48				
MW OH	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0029-2192 Police Legal Services	TK022515	4.10	22315A		00086702	02/26/2015
MW OH	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0048-2192 Police Legal Services	TK022515	22.32	22315A		00086702	02/26/2015
MW OH	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0010-2192 Police Legal Services	TK022515	379.16	22315A		00086702	02/26/2015
MW OH	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0037-2192 Police Legal Services	TK022515	14.82	22315A		00086702	02/26/2015
Check Total:					420.40				

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MW OH	LILLEY PLANNING GROUP V008540	2/4-11 PW INSPECTOR SVS BEAZER	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK022515	640.00	PLA161 B2		00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	1/8-15 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK022515	140.00	PLA155 C1	P10451	00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	1/19-29 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK022515	1,920.00	PLA160R	P10451	00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	1/20-28 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	TK022515	2,108.00	PLA160R	P10451	00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	2/2-11 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	TK022515	3,128.00	PLA161	P10451	00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	2/2-12 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK022515	1,960.00	PLA161	P10451	00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	DRAFT MOBILITY ELEMENT FOR GP32531-6017 / 6108670159-6017	332531-6017 / 6108670159-6017 Special Studies	TK022515	3,230.00	PLSP122	P10452	00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	2/2-15 GENERAL PLAN UPDATE SVS	332531-6017 / 6108670159-6017 Special Studies	TK022515	3,150.00	PLSP123	P10452	00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	2/2-12 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK022515	1,000.00	PLA161 B1	P10467	00086703	02/26/2015
MW OH	LILLEY PLANNING GROUP V008540	GENERAL PLAN ZONING CHANGE	333552-6017 / 6108670159-6017 Special Studies	TK022515	23.75	PLSP117A	P10506	00086703	02/26/2015
				Check Total:	17,299.75				
MW OH	LOMA VISTA NURSERY V000595	PARKING LOT LANDSCAPING	103655-6115 Landscaping	TK022515	571.32	855		00086704	02/26/2015
				Check Total:	571.32				
MW OH	MAJOR LEAGUE ROOFERS V009603	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK022515	100.00	30-15-009		00086705	02/26/2015
MW OH	MANAGED HEALTH V008122	FEB EAP SERVICES	395083-5161 Health Insurance Premiums	TK022515	100.00			00086706	02/26/2015

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MW OH	MARTIN & CHAPMAN CO V000618	OATH OF OFFICE CERTIFICATE	101002-6299 Other Purchased Services	TK022515	308.20	18.80 2015006		00086707	02/26/2015
MW OH	MIDAMERICA V008972	4TH QTR 401A PROCESSING FEES	395083-6025 Third Party Administration	TK022515	18.80	170.00 5088		00086708	02/26/2015
MW OH	MONTERO, SORAYA V009464	DEPOSIT REFUND-BACKS BLDG	100000-4385 Facility Rental	TK022515	170.00	150.00 2000516.002		00086709	02/26/2015
MW OH	MOORE, MIKE V004408	2/15-28 PENSION PAYMENT	103041-5001 Salaries/Full-Time Regular	TK022515	150.00	1,701.05 022415		00086710	02/26/2015
MW OH	OJEISEKHOBBA, MOYNA V009658	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK022515	1,701.05	65.00 2000513.002		00086711	02/26/2015
MW OH	ORANGE COUNTY REGISTERIAN V003211	LEGAL ADVERTISING	101002-6225 Advertising/Promotional	TK022515	65.00	1,711.61 02232015		00086712	02/26/2015
MW OH	PAPCO IRRIGATION V000799	BACKFLOW DEVICE TESTING	103655-6290 Dept. Contract Services	TK022515	1,711.61	1,920.00 8438	P10540	00086713	02/26/2015
MW OH	PAPCO IRRIGATION V000799	BACKFLOW DEVICE REPAIR/TEST	103655-6290 Dept. Contract Services	TK022515	65.00	2,800.23 8440	P10540	00086713	02/26/2015
MW OH	PARS V006999	FEB PARS TRUST ADMIN SVS	395083-6025 Third Party Administration	TK022515	4,720.23	440.91 30823		00086714	02/26/2015
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	TK022515	440.91	281.83 124121522000-00		00086715	02/26/2015

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MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	TK022515	126.23	124121522000-00		00086715	02/26/2015
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	TK022515	402.45	124121522000-00		00086715	02/26/2015
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	TK022515	196.90	124121522000-00		00086715	02/26/2015
			Check Total:		1,007.41				
MW OH	QUAD GRAPHICS INC V009661	YOUTH SPORTS BANNERS	104071-6301 Special Department Supplies	TK022515	720.54	45P16278		00086716	02/26/2015
MW OH	QUALITY AUTO GLASS V002245	REPLACE WINDSHIELD	103658-6134 Vehicle Repair & Maintenance	TK022515	210.11	3730		00086717	02/26/2015
			Check Total:		720.54				
MW OH	RAGGED ROBIN RANCH INC2/17-19 PLANNING SERVICES V009274		0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK022515	270.00	CR19A		00086718	02/26/2015
MW OH	RAGGED ROBIN RANCH INC2/19 PLANNING SERVICES V009274		0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK022515	67.50	CR19A		00086718	02/26/2015
MW OH	RAGGED ROBIN RANCH INC2/9-19 PLANNING SERVICES V009274		102531-6290 Dept. Contract Services	TK022515	6,798.75	CR219	P10340	00086718	02/26/2015
			Check Total:		7,136.25				
MW OH	REIMER, DEBORAH V009346	2/17-19 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK022515	1,100.00	0128	P10366	00086719	02/26/2015
MW OH	RODRIQUEZ, MARTHA V009659	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK022515	100.00	30-15-020		00086720	02/26/2015
			Check Total:		1,100.00				
MW OH	SA AQUATICS V002842	JAN FOUNTAIN MAINTENANCE	0010-1220 Accts Rec/Plac Library Dist	TK022515	142.50	204057		00086721	02/26/2015
MW OH	SA AQUATICS	JAN FOUNTAIN MAINTENANCE	103554-6290	TK022515	142.50	204057		00086721	02/26/2015

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	V002842		Dept. Contract Services						
MW OH	SIMPLEX GRINNELL V008625	FIRE ALARM INSTALL/MONITORING	103554-6127 Alarm Monitoring	TK022515	285.00	21312026	P10410	00086722	02/26/2015
				Check Total:	1,340.45				
MW OH	SPARKLETTIS V000967	FEB WATER SERVICE	109595-6301 Special Department Supplies	TK022515	138.97	4106122 021715		00086723	02/26/2015
				Check Total:	138.97				
MW OH	SUNGARD PUBLIC SECTOR V005987	MARCH OS-ASP SERVICES	421523-6136 Software Maintenance	TK022515	5,905.08	95601	P10283	00086724	02/26/2015
				Check Total:	5,905.08				
MW OH	SUPERIOR AUTOMOTIVE V009660	BUSINESS LICENSE OVER PMT	100000-4101 Gross Receipts	TK022515	415.80	022315A		00086725	02/26/2015
				Check Total:	415.80				
MW OH	THE PUBLIC GROUP LLC V009635	DEC-JAN CITY CLERK RECORD	101513-6299 Other Purchased Services	TK022515	160.00	608912		00086726	02/26/2015
				Check Total:	160.00				
MW OH	TIME WARNER CABLE V004450	2/25-3/24 FIBER OPTIC CHARGES	109595-6215 Telephone	TK022515	1,193.42	47700 MAR 15		00086727	02/26/2015
				Check Total:	1,193.42				
MW OH	TRAFFIC MANAGEMENT V008463	PAINT	103652-6301 Special Department Supplies	TK022515	466.07	224524		00086728	02/26/2015
				Check Total:	466.07				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 2/14 PD 2/20	0010-2131 Employer PARS/ARS Payable	TK022515	1,208.24	21915J		00086729	02/26/2015
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 2/14 PD 2/20	0010-2126 Employee PARS/ARS W/H	TK022515	1,208.24	21915J		00086729	02/26/2015
				Check Total:	2,416.48				
MW OH	VILLAGE NURSERIES	PARKING LOT LANDSCAPING	103655-6115	TK022515	493.29	18168192		00086730	02/26/2015

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	V001098		Landscaping						
MW OH	VILLAGE NURSERIES V001098	PARKING LOT LANDSCAPING	103655-6115 Landscaping	TK022515	137.22	18168435		00086730	02/26/2015
			Check Total:		630.51				
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK022515	18.21	70357122A		00086731	02/26/2015
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK022515	435.93	70681488		00086731	02/26/2015
			Check Total:		454.14				
MW OH	WEX BANK V007269	PD FLEET GASOLINE	103658-6345 Gasoline & Diesel Fuel	TK022515	757.17	39926087	P10335	00086732	02/26/2015
			Check Total:		757.17				
MW OH	WILLDAN ENGINEERING V007112	AUG-SEPT TRAFFIC ENGINEER SVS	0044-2048 / 61136-2048 Engineering Plan Check Deposit	TK022515	350.00	612934		00086733	02/26/2015
MW OH	WILLDAN ENGINEERING V007112	SEPT GP TRAFFIC ENGINEER SVS	332531-6017 / 6108670159-6017 Special Studies	TK022515	980.00	612933	P10418	00086733	02/26/2015
MW OH	WILLDAN ENGINEERING V007112	OCT GP TRAFFIC ENGINEER SVS	332531-6017 / 6108670159-6017 Special Studies	TK022515	1,050.00	613088	P10418	00086733	02/26/2015
			Check Total:		2,380.00				
MW OH	YORBA LINDA WATER V001148	1/13-2/9 WATER CHARGES	109595-6335 Water	TK022515	177.12	021615		00086734	02/26/2015
			Check Total:		177.12				
MW OH	YORBA REGIONAL ANIMAL K9 DOG FOOD V008472		103041-6301 Special Department Supplies	TK022515	146.24	696545		00086735	02/26/2015
MW OH	YORBA REGIONAL ANIMAL K9 DOG FOOD V008472		103041-6301 Special Department Supplies	TK022515	2.40	698816A		00086735	02/26/2015
			Check Total:		148.64				
MW IP	REPUBLIC WASTE SERVICESIAN REFUSE COLLECTION V007205		374386-6101 Disposal	ITK0303	210,251.16	676-002089249	P10426	00086736	03/03/2015

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MW OH	CALIFORNIA STATE V004813	P/E 2/28/15 PD DATE 3/6/15	0010-2196 Garnishments W/H	Check Total: PY15005	210,251.16 461.53 2700/1501005		00086737	03/05/2015
MW OH	CALPERS LONG-TERM CARE V000845	P/E 2/28/15 PD DATE 3/6/15	0010-2160 PERS Long Term Care	Check Total: PY15005	461.53 22.10 2630/1501005		00086738	03/05/2015
MW OH	GREAT WEST V006983	P/E 2/28/15 PD DATE 3/6/15	0029-2172 Deferred Comp Pay. - Gr West	Check Total: PY15005	22.10 9.94 2607/1501005		00086739	03/05/2015
MW OH	GREAT WEST V006983	P/E 2/28/15 PD DATE 3/6/15	0048-2172 Deferred Comp Pay. - Gr West	PY15005	21.12 2607/1501005		00086739	03/05/2015
MW OH	GREAT WEST V006983	P/E 2/28/15 PD DATE 3/6/15	0010-2172 Deferred Comp Pay. - Gr West	PY15005	696.82 2607/1501005		00086739	03/05/2015
MW OH	ORANGE COUNTY V000699	P/E 2/28/15 PD DATE 3/6/15	0029-2176 PCEA/OCEA Assoc Dues	Check Total: PY15005	727.88 8.64 2610/1501005		00086740	03/05/2015
MW OH	ORANGE COUNTY V000699	P/E 2/28/15 PD DATE 3/6/15	0037-2176 PCEA/OCEA Assoc Dues	PY15005	5.76 2610/1501005		00086740	03/05/2015
MW OH	ORANGE COUNTY V000699	P/E 2/28/15 PD DATE 3/6/15	0010-2176 PCEA/OCEA Assoc Dues	PY15005	284.30 2610/1501005		00086740	03/05/2015
MW OH	ORANGE COUNTY V000699	P/E 2/28/15 PD DATE 3/6/15	0048-2176 PCEA/OCEA Assoc Dues	PY15005	18.76 2610/1501005		00086740	03/05/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 2/28/15 PD DATE 3/6/15	0029-2176 PCEA/OCEA Assoc Dues	Check Total: PY15005	317.46 0.90 2615/1501005		00086741	03/05/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 2/28/15 PD DATE 3/6/15	0010-2176 PCEA/OCEA Assoc Dues	PY15005	29.55 2615/1501005		00086741	03/05/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 2/28/15 PD DATE 3/6/15	0048-2176 PCEA/OCEA Assoc Dues	PY15005	1.95 2615/1501005		00086741	03/05/2015

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MW OH	PCEA C/O NORTH ORANGE V000679	CODE 2/28/15 PD DATE 3/6/15	0037-2176 PCEA/OCEA Assoc Dues	PY15005	0.60	2615/1501005		00086741	03/05/2015
			Check Total:		33.00				
MW OH	PLACENTIA POLICE V000839	P/E 2/28/15 PD DATE 3/6/15	0010-2180 Police Mgmt Assn Dues	PY15005	910.48	2625/1501005		00086742	03/05/2015
			Check Total:		910.48				
MW OH	PLACENTIA POLICE V003519	P/E 2/28/15 PD DATE 3/6/15	0010-2178 Placentia Police Assoc Dues	PY15005	2,985.30	2620/1501005		00086743	03/05/2015
			Check Total:		2,985.30				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 2/28/15 PD DATE 3/6/15	0029-2170 Deferred Comp Payable - ICMA	PY15005	19.17	2606/1501005		00086744	03/05/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 2/28/15 PD DATE 3/6/15	0048-2170 Deferred Comp Payable - ICMA	PY15005	28.77	2606/1501005		00086744	03/05/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 2/28/15 PD DATE 3/6/15	0037-2170 Deferred Comp Payable - ICMA	PY15005	17.06	2606/1501005		00086744	03/05/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 2/28/15 PD DATE 3/6/15	0010-2170 Deferred Comp Payable - ICMA	PY15005	777.86	2606/1501005		00086744	03/05/2015
			Check Total:		842.86				
MW OH	ADAMS, ED V001652	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK030515	642.60	WINTER 2015		00086745	03/05/2015
MW OH	ALCALA, JASON V006564	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK030515	642.60	15-002		00086746	03/05/2015
MW OH	ANAHEIM ICE V000318	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK030515	76.01	WINTER 2015		00086747	03/05/2015
			Check Total:		76.01				
MW OH	ANGEL, BRYCE V002886	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK030515	265.20	1534		00086748	03/05/2015
			Check Total:		265.20				

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MW OH	ANTHEM LIFE INSURANCE V000046	MARCH OPTIONAL LIFE INSURANCE	OPTIONAL LIFE INSURANCE	TK030515	5.00 3315A		00086749	03/05/2015
Check Total:					257.33			
MW OH	AT & T V006635	JAN-FEB PHONE LINE CHARGES	109595-6215 / 61138-6215 Telephone	TK030515	37.28 021815		00086750	03/05/2015
Check Total:					5.00			
MW OH	AT&T V004144	JAN-FEB PHONE LINE CHARGES	109595-6215 Telephone	TK030515	891.96 021215		00086751	03/05/2015
MW OH	AT&T V004144	JAN-FEB PHONE LINE CHARGES	296561-6215 Telephone	TK030515	439.03 021215		00086751	03/05/2015
Check Total:					37.28			
MW OH	ATHENS SERVICES V006622	JAN STREET SWEEPING SVS	374387-6099 Other Professional Services	TK030515	14,748.14 658603	P10496	00086752	03/05/2015
Check Total:					1,330.99			
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE EQUIPMENT	103655-6301 Special Department Supplies	TK030515	563.75 203902		00086753	03/05/2015
Check Total:					14,748.14			
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE TOOLS	103655-6301 Special Department Supplies	TK030515	173.77 213998		00086753	03/05/2015
Check Total:					173.77			
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE TOOLS	103655-6301 Special Department Supplies	TK030515	72.42 214000		00086753	03/05/2015
Check Total:					72.42			
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE TOOLS	103655-6301 Special Department Supplies	TK030515	102.82 214001		00086753	03/05/2015
Check Total:					102.82			
MW OH	CALIFORNIA DENTAL V008102	APRIL DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	TK030515	627.76 022515		00086754	03/05/2015
Check Total:					912.76			
MW OH	CALIFORNIA DENTAL V008102	APRIL DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	TK030515	178.86 022515		00086754	03/05/2015
Check Total:					178.86			
Check Total:					806.62			

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MW OH	CALIFORNIA FORENSIC V000232	JAN-FEB BLOOD DRAWS	103040-6055 Medical Services	TK030515	1,488.75 2.24.15		00086755	03/05/2015
				Check Total:	1,488.75			
MW OH	CALIFORNIA MARKETING V009347	COMMUNITY SVS PENS	104071-6301 Special Department Supplies	TK030515	219.40 53040		00086756	03/05/2015
MW OH	CALIFORNIA MARKETING V009347	YOUTH SPORTS AWARDS	104071-6301 / 79376-6301 Special Department Supplies	TK030515	394.15 53097		00086756	03/05/2015
MW OH	CALIFORNIA MARKETING V009347	YOUTH SPORTS AWARDS	104071-6301 / 79376-6301 Special Department Supplies	TK030515	84.40 53098		00086756	03/05/2015
MW OH	CALIFORNIA MARKETING V009347	YOUTH SPORTS AWARDS	104071-6301 Special Department Supplies	TK030515	486.06 53098		00086756	03/05/2015
				Check Total:	1,184.01			
MW OH	CALIFORNIA PUBLIC V006234	MARCH MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	TK030515	113,761.03 10000001448028		00086757	03/05/2015
MW OH	CALIFORNIA PUBLIC V006234	MARCH MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	TK030515	13,233.99 10000001448028		00086757	03/05/2015
				Check Total:	126,995.02			
MW OH	CANON FINANCIAL SERVICES V008867	MARCH FEB-MARCH COPIER LEASE	109595-6175 Office Equipment Rental	TK030515	947.80 14627394	P10291	00086758	03/05/2015
MW OH	CANON FINANCIAL SERVICES V008867	MARCH FEB-MARCH COPIER LEASE	374386-6175 Office Equipment Rental	TK030515	947.81 14627394	P10291	00086758	03/05/2015
				Check Total:	1,895.61			
MW OH	CARDENAS, JOEL V002648	MARCH MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK030515	50.00 MARCH 15		00086759	03/05/2015
MW OH	CAVENAUGH & ASSOCIATES V002778	EDUI SEMINAR REG-HUNZIKER	103041-6250 Staff Training	TK030515	551.00 150006		00086760	03/05/2015
				Check Total:	551.00			
MW OH	CDW GOVERNMENT INC	IT SERVER BACK UP BATTERY	421523-6135	TK030515	351.00 SQ89743		00086761	03/05/2015
				Check Total:	551.00			

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	V003755		Repair/Maint Off Furn & Eqp						
MW OH	CITY OF BREA V000125	PRINTING SERVICES	103040-6315 Office Supplies	TK030515	351.00	134.69 6-2004		00086762	03/05/2015
MW OH	CITY OF BREA V000125	PRINTING SERVICES	109595-6230 Printing & Binding	TK030515	253.43	6-2004		00086762	03/05/2015
			Check Total:		388.12				
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	TK030515	12.50	188B	P10458	00086763	03/05/2015
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	TK030515	150.00	194D	P10458	00086763	03/05/2015
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	TK030515	112.50	199E	P10458	00086763	03/05/2015
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	TK030515	25.00	3492	P10458	00086763	03/05/2015
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	TK030515	7.50	6811	P10458	00086763	03/05/2015
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	TK030515	7.50	6816	P10458	00086763	03/05/2015
			Check Total:		315.00				
MW OH	COUNTY OF ORANGE V008881	PRISONER PROPERTY FORMS	103040-6315 Office Supplies	TK030515	49.65	SH37908		00086764	03/05/2015
MW OH	CRAFTSMAN WOOD FIRED V009271	CATERING SERVICES	109595-6301 Special Department Supplies	TK030515	1,296.00	030415		00086765	03/05/2015
			Check Total:		1,296.00				
MW OH	CRIME SCENE STERI-CLEAN2/19 BIOHAZARD CLEAN-UP V009010		103040-6290 Dept. Contract Services	TK030515	750.00	34285		00086766	03/05/2015
			Check Total:		750.00				

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MW OH	DE LA PAZ, SHARLYN V009396	MARCH MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK030515	50.00	MARCH 15		00086767	03/05/2015
			Check Total:		50.00				
MW OH	DE LA TORRE, EDUARDO V003527	MARCH MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK030515	5.00	MARCH 15		00086768	03/05/2015
MW OH	DE LA TORRE, EDUARDO V003527	MARCH MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK030515	20.00	MARCH 15		00086768	03/05/2015
MW OH	DE LA TORRE, EDUARDO V003527	MARCH MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK030515	25.00	MARCH 15		00086768	03/05/2015
			Check Total:		50.00				
MW OH	DFS FLOORING INC V000099	FEB CARPET CLEANING SVS	103554-6130 Repair & Maint/Facilities	TK030515	605.00	30098-117		00086769	03/05/2015
			Check Total:		605.00				
MW OH	DIPP, ANA V009664	PERMIT REFUND	0044-2049 Health & Safety Collection	TK030515	5.00	B15-128		00086770	03/05/2015
MW OH	DIPP, ANA V009664	PERMIT REFUND	100000-4302 General Plan Update Fee	TK030515	4.30	B15-128		00086770	03/05/2015
MW OH	DIPP, ANA V009664	PERMIT REFUND	100000-4164 Electrical Permits	TK030515	142.00	B15-128		00086770	03/05/2015
MW OH	DIPP, ANA V009664	PERMIT REFUND	100000-4303 Technology Fee	TK030515	3.32	B15-128		00086770	03/05/2015
			Check Total:		154.62				
MW OH	DISTINGUISHED PEST V003466	NOV PEST CONTROL SVS	103554-6130 Repair & Maint/Facilities	TK030515	1,145.00	11675		00086771	03/05/2015
MW OH	DISTINGUISHED PEST V003466	FEB PEST CONTROL SVS	103554-6130 Repair & Maint/Facilities	TK030515	1,145.00	11932		00086771	03/05/2015
			Check Total:		2,290.00				
MW OH	DOG SERVICES UNLIMITED V002335	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK030515	604.50	WINTER 2015		00086772	03/05/2015

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				Check Total:	604.50			
MW OH	EILEY, TIFFANY V009544	PD TRAINING-MEALS, MILEAGE	103041-6250 Staff Training	TK030515	33.91 150304		00086773	03/05/2015
				Check Total:	33.91			
MW OH	EMPIRE MEDIA V005067	FEB MEDIA SERVICES	441573-6099 Other Professional Services	TK030515	4,731.21 PLA-15-002	P10351	00086774	03/05/2015
				Check Total:	4,731.21			
MW OH	ENTENMANN-ROVIN CO V000342	FLAT BADGE-MOORE	103041-6301 Special Department Supplies	TK030515	77.18 010602-IN		00086775	03/05/2015
				Check Total:	77.18			
MW OH	EVERBANK COMMERCIAL V009592	MARCH PRT MGT EQUIPMENT	109595-6230 Printing & Binding	TK030515	2,621.52 3069320	P10499	00086776	03/05/2015
				Check Total:	2,621.52			
MW OH	GAS CO, THE V000909	JAN-FEB GAS CHARGES	109595-6340 Natural Gas	TK030515	844.09 022415		00086777	03/05/2015
				Check Total:	844.09			
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 Water	TK030515	9,041.58 022315		00086778	03/05/2015
				Check Total:	844.09			
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	296561-6335 Water	TK030515	3,240.29 022315		00086778	03/05/2015
				Check Total:	12,281.87			
MW OH	GRYPHON FITNESS V008543	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK030515	139.10 WINTER 2015		00086779	03/05/2015
				Check Total:	139.10			
MW OH	HENDRICKSON, ERIC V007376	MARCH MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK030515	50.00 MARCH 15		00086780	03/05/2015
				Check Total:	50.00			
MW OH	HUNZIKER, JEFF V008131	DUI TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK030515	176.58 15007		00086781	03/05/2015

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MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK030515	176.58	2213526-00		00086782	03/05/2015
MW OH	INTERNAL CONTROL V000504	FEB PRE EMPLOYMENT EXAMS	103040-6099 Other Professional Services	TK030515	129.17	10702		00086783	03/05/2015
MW OH	KNOWLES-MCNIFF INC V000558	FEB SOFTWARE MAINT	421523-6136 Software Maintenance	TK030515	375.00			00086784	03/05/2015
MW OH	LE-NGUYEN, MAGGIE V007345	MARCH MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	TK030515	375.00			00086785	03/05/2015
MW OH	LE-NGUYEN, MAGGIE V007345	MARCH MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK030515	10.00	MARCH 15		00086785	03/05/2015
MW OH	LE-NGUYEN, MAGGIE V007345	MARCH MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK030515	35.00	MARCH 15		00086785	03/05/2015
MW OH	LOS ALTOS TROPHY CO V000584	YOUTH SPORTS MEDALS	104071-6301 / 79376-6301 Special Department Supplies	TK030515	5.00	MARCH 15		00086785	03/05/2015
MW OH	LOS ANGELES V003280	HOLLYWOOD BOWL EXCURSION	104071-6270 / 79506-6270 Excursions	TK030515	50.00			00086786	03/05/2015
MW OH	MADRIGAL, RAUL V002903	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK030515	435.16	53086		00086787	03/05/2015
MW OH	MCCONAHA, MICHAEL V002517	MARCH MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK030515	435.16			00086788	03/05/2015
				Check Total:	978.00				
				Check Total:	22.06	15-0003			
				Check Total:	22.06				
				Check Total:	50.00	MARCH 15			
				Check Total:	50.00				

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MW OH	MINNESOTA LIFE INSURANCE V000627	MARCH LIFE INSURANCE PREMIUMS	01511-5163 Life Insurance Premiums	TK030515	644.40 MARCH 15		00086790	03/05/2015
				Check Total:	644.40			
MW OH	MUNITEMPS V009595	1/25-2/5 TEMP CITY CLERK SVS	101513-6099 Other Professional Services	TK030515	5,057.51 125339	P10503	00086791	03/05/2015
				Check Total:	5,057.51			
MW OH	NGUYEN, MICHAEL V005291	MARCH MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK030515	50.00 MARCH 15		00086792	03/05/2015
				Check Total:	50.00			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK030515	155.37 0483771		00086793	03/05/2015
				Check Total:	155.37			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK030515	77.08 0485321		00086793	03/05/2015
				Check Total:	77.08			
MW OH	ORANGE COUNTY FIRE V000704	PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	TK030515	400.00 PC188576		00086794	03/05/2015
				Check Total:	400.00			
MW OH	ORANGE COUNTY SHERIFF V003655	STAFF TRAINING	103041-6250 Staff Training	TK030515	70.00 150004		00086795	03/05/2015
				Check Total:	70.00			
MW OH	ORANGE COUNTY SHERIFF V003655	FIELD TRAINING	103041-6250 Staff Training	TK030515	80.00 150006		00086795	03/05/2015
				Check Total:	80.00			
MW OH	ORTEGA, JEANETTE V007724	MARCH MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	TK030515	50.00 MARCH 15		00086796	03/05/2015
				Check Total:	50.00			
MW OH	PEREZ, ALEJANDRA V009665	DEPOSIT REFUND-BACKS BLDG	100000-4385 Facility Rental	TK030515	75.00 2000518.002		00086797	03/05/2015
				Check Total:	75.00			
MW OH	PROVIDENCE HEALTH & SART EXAM		103040-6099	TK030515	730.00 772000013476		00086798	03/05/2015
				Check Total:	730.00			

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	V009668		Other Professional Services					
MW OH	PSYCH CONSULT ASSOC. INC	EMPLOYMENT EXAM	103040-6099	TK030515	400.00 521467		00086799	03/05/2015
	V009259		Other Professional Services					
				Check Total:	730.00			
MW OH	RIPPETOE LAW PC	LEGAL SERVICES	404582-6006 / 10037-6006	TK030515	1,375.22 120198		00086800	03/05/2015
	V008778		Litigation					
MW OH	RIPPETOE LAW PC	LEGAL SERVICES	404582-6006 / 10037-6006	TK030515	4,174.30 120223		00086800	03/05/2015
	V008778		Litigation					
MW OH	RIPPETOE LAW PC	LEGAL SERVICES	404582-6006 / 10037-6006	TK030515	650.25 120525		00086800	03/05/2015
	V008778		Litigation					
MW OH	RIPPETOE LAW PC	LEGAL SERVICES	404582-6006 / 10037-6006	TK030515	159.25 120564		00086800	03/05/2015
	V008778		Litigation					
MW OH	RIPPETOE LAW PC	LEGAL SERVICES	404582-6006 / 10037-6006	TK030515	20.35 120604		00086800	03/05/2015
	V008778		Litigation					
MW OH	RIPPETOE LAW PC	LEGAL SERVICES	404582-6006 / 10037-6006	TK030515	1,278.45 20441		00086800	03/05/2015
	V008778		Litigation					
				Check Total:	7,657.82			
MW OH	SCIENTIA CONSULTING	MARCH MDC MAINTENANCE	103043-6099	TK030515	1,254.00 7477	P10362	00086801	03/05/2015
	V005617		Other Professional Services					
				Check Total:	1,254.00			
MW OH	SOSA, IVY	DISPATCHER TRAINING-MILEAGE	103043-6250	TK030515	453.07 150303		00086802	03/05/2015
	V009667		Staff Training					
				Check Total:	453.07			
MW OH	SOUTHERN CALIFORNIA	JAN-FEB ELECTRICAL CHARGES	109595-6330 / 61139-6330	TK030515	476.46 022815		00086803	03/05/2015
	V000910		Electricity					
MW OH	SOUTHERN CALIFORNIA	JAN-FEB ELECTRICAL CHARGES	109595-6330	TK030515	5,875.23 022815		00086803	03/05/2015
	V000910		Electricity					
MW OH	SOUTHERN CALIFORNIA	JAN-FEB ELECTRICAL CHARGES	296561-6330	TK030515	27.17 022815		00086803	03/05/2015

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	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000919	PT REC STAFF TRAINING	104071-6250 Staff Training	Check Total: TK030515	6,378.86	125.00 2750		00086804	03/05/2015
MW OH	T-MOBILE USA V009215	INVESTIGATION SERVICES	103040-6290 Dept. Contract Services	Check Total: TK030515	125.00	780.00 9229133502		00086805	03/05/2015
MW OH	TARGET SPECIALTY V001009	LANDSCAPING SUPPLIES	103655-6301 Special Department Supplies	Check Total: TK030515	780.00	733.35 1735020		00086806	03/05/2015
MW OH	TOLEDO, MANUEL A V004294	WINTER INSTRUCTOR PAYMENT	104070-6060 Instructional Services	Check Total: TK030515	733.35	102.00 WINTER 15		00086807	03/05/2015
MW OH	TORRES, CAROLINA V009169	CAPE SEMINAR-MEALS, MILEAGE	103040-6245 Meetings & Conferences	Check Total: TK030515	102.00	632.00 1533		00086808	03/05/2015
MW OH	TRAFFIC MANAGEMENT V008463	SAFETY VESTS	103652-6301 Special Department Supplies	Check Total: TK030515	632.00	264.60 226860		00086809	03/05/2015
MW OH	TRANSUNION RISK & V009317	FEB DATABASE SEARCH SVS	103042-6299 Other Purchased Services	Check Total: TK030515	264.60	113.00 030115		00086810	03/05/2015
MW OH	TRIEPEI SMITH & V007848	2/5-19 IT CONSULTING SVS	421523-6290 Dept. Contract Services	Check Total: TK030515	113.00	93.75 1384	P10432	00086811	03/05/2015
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 2/28 PD 3/6	0010-2131 Employer PARS/ARS Payable	Check Total: TK030515	93.75	1,186.68 030515J		00086812	03/05/2015
MW OH	US BANK PARS #6746022400	PARS/ARS P/E 2/28 PD 3/6	0010-2126	TK030515	1,186.68	030515J		00086812	03/05/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoices#	PO #	Check #	Check Date
	V008781		Employee PARS/ARS W/H						
MW OH	VERA, SANDRA V009293	MARCH MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	Check Total: TK030515	2,373.36 50.00	MARCH 15		00086813	03/05/2015
MW OH	VORTEX INDUSTRIES INC. V009180	DOOR REPAIR IN PD	103554-6130 Repair & Maint/Facilities	Check Total: TK030515	50.00 295.00	08-905007-1		00086814	03/05/2015
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	Check Total: TK030515	295.00 297.69	70688051		00086815	03/05/2015
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK030515	372.60	70688052		00086815	03/05/2015
MW OH	WINGER, CHRIS V009604	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	Check Total: TK030515	670.29 76.01	1535		00086816	03/05/2015
MW OH	WONDRIES FLEET DIVISION V001106	POLICE VEHICLE	410000-6842 Vehicles	Check Total: TK030515	76.01 29,420.39	PC4915	P10515	00086817	03/05/2015
MW OH	YORBA LINDA WATER V001148	JAN-FEB WATER CHARGES	109595-6335 Water	Check Total: TK030515	29,420.39 309.00	022315		00086818	03/05/2015
				Check Total:	309.00				
				Type Total:	579,320.45				
				Check Total:	579,320.45				

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EP	ACOSTA, JOAQUIN E000017	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	217.47	MARCH 15		00006702	03/01/2015
				Check Total:	217.47				
EP	ALDWIR, MAMOUN E000113	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	1,323.00	MARCH 15		00006703	03/01/2015
				Check Total:	1,323.00				
EP	ANDERSON, MARLA E000071	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	556.94	MARCH 15		00006704	03/01/2015
				Check Total:	556.94				
EP	ARMSTRONG, JOHN T E000046	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	1,434.52	MARCH 15		00006705	03/01/2015
				Check Total:	1,434.52				
EP	BABCOCK, CHARLES A E000015	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	260.00	MARCH 15		00006706	03/01/2015
				Check Total:	260.00				
EP	BEALS, SHARLENE E000076	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	217.47	MARCH 15		00006707	03/01/2015
				Check Total:	217.47				
EP	BERMUDEZ, ALBERT E000124	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	395.87	MARCH 15		00006708	03/01/2015
				Check Total:	395.87				
EP	BONESCHANS, DENNIS E000020	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	217.47	MARCH 15		00006709	03/01/2015
				Check Total:	217.47				
EP	BUNNELL, DONALD E000062	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	556.94	MARCH 15		00006710	03/01/2015
				Check Total:	556.94				
EP	BURGNER, ARTHUR E000074	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	R022615	556.94	MARCH 15		00006711	03/01/2015
				Check Total:	556.94				

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EP	CHANDLER, JOHN P E000109	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 1,106.00 MARCH 15		00006712	03/01/2015
EP	CHANG, ROBERT E000107	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	1,106.00 1,323.00 MARCH 15		00006713	03/01/2015
EP	COBBETT, GEOFFREY E000007	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	1,323.00 556.94 MARCH 15		00006714	03/01/2015
EP	COOK, ARLENE M E000018	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 556.94 MARCH 15		00006715	03/01/2015
EP	D'AMATO, ROBERT E000056	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 556.94 MARCH 15		00006716	03/01/2015
EP	DAVID, PRESTON E000112	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 990.00 MARCH 15		00006717	03/01/2015
EP	DAVIS, CAROLYN E000005	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	990.00 556.94 MARCH 15		00006718	03/01/2015
EP	DELOS SANTOS, JAMIE E000045	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 990.00 MARCH 15		00006719	03/01/2015
EP	DICKSON, ROBERTA JO E000011	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	990.00 217.47 MARCH 15		00006720	03/01/2015
EP	DOWNEY, CAROL	MARCH MEDICAL REIMBURSEMENT	395083-5161	Check Total: R022615	217.47 556.94 MARCH 15		00006721	03/01/2015

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	E000082		Health Insurance Premiums						
EP	ECKENRODE, NORMAN E000029	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 556.94	MARCH 15		00006722	03/01/2015
EP	ELSTRO, ANN M E000027	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 556.94	MARCH 15		00006723	03/01/2015
EP	ESCOBOSA, LILLIAN E000055	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 556.94	MARCH 15		00006724	03/01/2015
EP	ESPINOZA, ROSALINDA E000016	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 434.00	MARCH 15		00006725	03/01/2015
EP	FISCHER, HAROLD A E000023	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	434.00 640.00	MARCH 15		00006726	03/01/2015
EP	FRICKE, JUERGEN E000075	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	640.00 640.00	MARCH 15		00006727	03/01/2015
EP	FULLER, GLENN H E000081	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	640.00 656.00	MARCH 15		00006728	03/01/2015
EP	GALLANT, KAREN E000008	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	656.00 556.94	MARCH 15		00006729	03/01/2015
EP	GARNER, JO ANN E000047	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R022615	556.94 556.94	MARCH 15		00006730	03/01/2015

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EP	GARNER, KITTY E000080	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	556.94	MARCH 15		00006731	03/01/2015
EP	GOMEZ, DANIEL E000049	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	990.00	MARCH 15		00006732	03/01/2015
EP	GRIMM, DENNIS L E000042	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	556.94	MARCH 15		00006733	03/01/2015
EP	HOCH, ELEANOR M E000078	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	439.00	MARCH 15		00006734	03/01/2015
EP	HOLTSLAW, KATHERINE E000121	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	217.47	MARCH 15		00006735	03/01/2015
EP	IRVINE, SUZETTE E000019	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	434.00	MARCH 15		00006736	03/01/2015
EP	JENKINS, ROBERT E000084	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	556.94	MARCH 15		00006737	03/01/2015
EP	JOHNSON, SHARON E000099	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	556.94	MARCH 15		00006738	03/01/2015
EP	JONES, ROBERT E000053	MARCH MEDICAL REIMBURSEMENT	B95083-5161 Health Insurance Premiums	Check Total: R022615	556.94	MARCH 15		00006739	03/01/2015
EP	JUDD, TERRELL	MARCH MEDICAL REIMBURSEMENT	B95083-5161	Check Total: R022615	230.63	MARCH 15		00006740	03/01/2015
					1,323.00	MARCH 15			

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	E000115		Health Insurance Premiums					
EP	KIRKLAND, RICHARD L E000110	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	1,323.00 434.00 MARCH 15		00006741	03/01/2015
EP	LITTLE, DIANE M E000098	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	434.00 439.00 MARCH 15		00006742	03/01/2015
EP	LOOMIS, CORINNE E000122	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	439.00 434.00 MARCH 15		00006743	03/01/2015
EP	LOWREY, B J E000041	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	434.00 269.00 MARCH 15		00006744	03/01/2015
EP	MAERTZWEILER, MICHAEL E000032	MARCH MEDICAL REIMBURSEMENT 395083-5161	Health Insurance Premiums	Check Total: R022615	269.00 556.94 MARCH 15		00006745	03/01/2015
EP	MANNING, VEDA M E000063	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	556.94 217.47 MARCH 15		00006746	03/01/2015
EP	MARMOLEJO, PACO E000068	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	217.47 1,323.00 MARCH 15		00006747	03/01/2015
EP	MILANO, JAMES E000054	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	1,323.00 556.94 MARCH 15		00006748	03/01/2015
EP	MILLER, RICHARD E000106	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	556.94 1,106.00 MARCH 15		00006749	03/01/2015

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EP	MOORE, LARRY W E000044	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	217.47 MARCH 15		00006750	03/01/2015
				Check Total:	1,106.00			
EP	NAJERA, ROBERT JR E000065	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	990.00 MARCH 15		00006751	03/01/2015
				Check Total:	217.47			
EP	OLEA, ARLENE J E000014	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	1,323.00 MARCH 15		00006752	03/01/2015
				Check Total:	990.00			
EP	ORTEGA, MANUEL E E000100	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	740.00 MARCH 15		00006753	03/01/2015
				Check Total:	1,323.00			
EP	PALMER, GEORGE E000094	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	847.00 MARCH 15		00006754	03/01/2015
				Check Total:	740.00			
EP	PASCUA, RAYNALD E000114	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	1,323.00 MARCH 15		00006755	03/01/2015
				Check Total:	847.00			
EP	PASPALL, MIHAJO E000085	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	583.26 MARCH 15		00006756	03/01/2015
				Check Total:	1,323.00			
EP	PEREZ, ROBERT E000111	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	230.63 MARCH 15		00006757	03/01/2015
				Check Total:	583.26			
EP	PICHON, WALTER E000103	MARCH MEDICAL REIMBURSEMENT	Health Insurance Premiums	R022615	246.76 MARCH 15		00006758	03/01/2015
				Check Total:	230.63			
EP	PONCE, EDMUND M	APRIL MEDICAL REIMBURSEMENT		R022615	217.47 MARCH 15		00006759	03/01/2015
				Check Total:	246.76			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000040		Health Insurance Premiums						
EP	REDIFER, KIM R E000022	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	217.47 847.00	MARCH 15		00006760	03/01/2015
EP	RENDEN, BRIAN E000083	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	847.00 913.74	MARCH 15		00006761	03/01/2015
EP	REYES, ROGER T E000024	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	913.74 556.94	MARCH 15		00006762	03/01/2015
EP	RICE, RUSSELL J E000059	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	556.94 990.00	MARCH 15		00006763	03/01/2015
EP	RISHER, THOMAS A E000013	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	990.00 804.00	MARCH 15		00006764	03/01/2015
EP	RITCHIE, SYLVIA E000072	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	804.00 556.94	MARCH 15		00006765	03/01/2015
EP	RIVERA, AIDA E000026	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	556.94 217.47	MARCH 15		00006766	03/01/2015
EP	ROACH, MICHAEL E000105	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	217.47 1,106.00	MARCH 15		00006767	03/01/2015
EP	ROBB, SANDRA E000043	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	1,106.00 556.94	MARCH 15		00006768	03/01/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ROBERTSON, JAMES S E000093	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	556.94	MARCH 15		00006769	03/01/2015
				Check Total:	217.47				
EP	ROKOSZ, KEN A E000035	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	434.00	MARCH 15		00006770	03/01/2015
				Check Total:	217.47				
EP	ROSE, RICHARD D E000050	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	949.09	MARCH 15		00006771	03/01/2015
				Check Total:	434.00				
EP	SALE, LEE R E000031	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	556.94	MARCH 15		00006772	03/01/2015
				Check Total:	949.09				
EP	SANCHEZ, LAURA E000058	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	556.94	MARCH 15		00006773	03/01/2015
				Check Total:	556.94				
EP	SANGOLUISA, ZORA G E000048	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	217.47	MARCH 15		00006774	03/01/2015
				Check Total:	217.47				
EP	SCHLIEDER, BEVERLY E000120	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	1,323.00	MARCH 15		00006775	03/01/2015
				Check Total:	217.47				
EP	SCHULTZ, DANIEL E000070	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	230.63	MARCH 15		00006776	03/01/2015
				Check Total:	1,323.00				
EP	SOMOYA, JOHN P E000089	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	656.00	MARCH 15		00006777	03/01/2015
				Check Total:	230.63				
EP	SOTO, PHILIP J	MARCH MEDICAL REIMBURSEMENT	HEALTH INSURANCE PREMIUMS	R022615	556.94	MARCH 15		00006778	03/01/2015
				Check Total:	656.00				

**City of Placentia
Check Register
For 03/11/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoices#	PO #	Check #	Check Date
	E000052		Health Insurance Premiums						
EP	SPRAGUE, GARY A E000064	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	556.94 1,438.00	MARCH 15		00006779	03/01/2015
EP	STEPHEN, JEFFREY E000119	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	1,438.00 1,323.00	MARCH 15		00006780	03/01/2015
EP	TAYLOR, DAVID M E000088	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	1,323.00 1,106.00	MARCH 15		00006781	03/01/2015
EP	THOMANN, DARYLL L E000101	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	1,106.00 556.94	MARCH 15		00006782	03/01/2015
EP	TOTH, STEVE E000067	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	556.94 847.00	MARCH 15		00006783	03/01/2015
EP	TRIFOS, WILLIAM E000104	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	847.00 1,209.00	MARCH 15		00006784	03/01/2015
EP	VALENTINE, THOMAS E000118	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	1,209.00 774.00	MARCH 15		00006785	03/01/2015
EP	VERSTYNEN, WILLIAM E000092	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	774.00 395.87	MARCH 15		00006786	03/01/2015
EP	WAHL, KATHLEEN A **DO E000030	MARCH MEDICAL REIMBURSEMENT395083-5161	Health Insurance Premiums	Check Total: R022615	395.87 217.47	MARCH 15		00006787	03/01/2015

City of Placentia
Check Register
For 03/11/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	WEST, STEPHEN E000079	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R022615	217.47	556.94 MARCH 15		00006788	03/01/2015
				Check Total:	556.94				
EP	WORDEN, LARRY M E000116	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R022615	1,209.00	MARCH 15		00006789	03/01/2015
				Check Total:	1,209.00				
EP	YAMAGUCHI, BRIAN E000123	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R022615	774.00	MARCH 15		00006790	03/01/2015
				Check Total:	774.00				
EP	ZAMORA, JERRY E000037	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R022615	847.00	MARCH 15		00006791	03/01/2015
				Check Total:	847.00				
EP	ZINN, JOHN E000009	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R022615	990.00	MARCH 15		00006792	03/01/2015
				Check Total:	990.00				
EP	ICMA RETIREMENT TRUST V000496	P/E 2/28/15 PD DATE 3/6/15	0048-2170 Deferred Comp Payable - ICMA	PY15005	147.81	2995/1501005		00006793	03/05/2015
				Check Total:	990.00				
EP	ICMA RETIREMENT TRUST V000496	P/E 2/28/15 PD DATE 3/6/15	0029-2170 Deferred Comp Payable - ICMA	PY15005	77.62	2995/1501005		00006793	03/05/2015
				Check Total:	8,992.61				
EP	ICMA RETIREMENT TRUST V000496	P/E 2/28/15 PD DATE 3/6/15	0010-2170 Deferred Comp Payable - ICMA	PY15005	8,992.61	2995/1501005		00006793	03/05/2015
				Check Total:	146.00				
EP	ICMA RETIREMENT TRUST V000496	P/E 2/28/15 PD DATE 3/6/15	0037-2170 Deferred Comp Payable - ICMA	PY15005	146.00	2995/1501005		00006793	03/05/2015
				Check Total:	9,364.04				
				Type Total:	69,735.59				
				Check Total:	69,735.59				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: ACTING CITY ADMINISTRATOR
FROM: PUBLIC WORKS MANAGER
DATE: MARCH 17, 2015
SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONTRACT TO G2 CONSTRUCTION, INC. FOR THE OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT PROJECT**

FISCAL
IMPACT: EXPENSE: \$80,000 FOR CONSTRUCTION SERVICES
OFFSETTING REVENUE: \$80,000 M2 FUNDS & USED OIL RECYCLING FUNDS
BUDGETED: \$80,000 (ACCOUNT NO.: 333552-6185 J/L 61122)

SUMMARY:

The City of Placentia has been awarded Measure M2 grant funding by the Orange County Transportation Authority (OCTA) to implement a Catch Basin Insert Project. The Catch Basin Insert Project will install Automatic Retractable Screens (ARSs) at fifty (50) catch basins located throughout the City to reduce pollutants from entering the City's stormdrain system (the "Project"). After acceptance of the award, the City utilized the competitive bid process performed by the County of Orange to determine an appropriate contractor to complete the Project. The County of Orange has pre-approved G2 construction for cities to use for their Catch Basin Insert Projects. This action would approve an award of contract to G2 Construction, Inc. to install ARSs at fifty (50) catch basins throughout the City for a total of \$60,000.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve plans and specifications prepared by G2 Construction, Inc. dated February 24, 2015, for the Catch Basin Insert Project; and
2. Accept the proposal submitted by G2 Construction, Inc. in the amount of \$60,000, and award a construction contract; and
3. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed \$9,000 (15% of the project construction contract amount); and
4. Authorize the Acting City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney; and
5. Adopt Resolution No. R-2015-____, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2014-15 Increasing the Appropriation and Offsetting Revenue Budgets in the Capital Improvement Projects

1.d.

March 17, 2015

Fund in the Amount of \$80,000 in Compliance with City Charter §§ 1206 and 1209
Pertaining to Appropriations for Actual Expenditures.

DISCUSSION:

The City submitted a competitive grant application for Measure M2 – Environmental Clean Up Program funding (M2 Grant Funds). The City's application was approved for installation of automatic retractable screens at fifty (50) catch basins locations within the City.

Based upon studies conducted on the top-hinge ARS, the City expects a 90% reduction in transportation-related stormdrain pollution after implementing this Project. This includes the most visible forms of pollutants such as litter and debris (plastics, food containers, bags, bottles), trash (paper, cigarette butts), and vegetative debris (leaves, branches, landscaping) which currently enters the City's stormdrain system, and ultimately drains to the ocean.

The City's procurement ordinance allows for the procurement of goods and services through the use of cooperative purchase agreements. A cooperative purchase agreement is available due to the recent competitive bid process performed by the County of Orange. The County of Orange has pre-approved G2 construction for cities to use for their Catch Basin Insert Projects. G2 Construction, Inc. has agreed to extend the same bid pricing provided to the County of Orange to the City of Placentia for this project.

In order for the City to use the M2 Grant Funds, it is recommended that the City Council award the contract to G2 Construction, Inc. to install ARSs at 50 locations throughout the City. Their proposal, references, and qualifications have been reviewed by City Staff.

FISCAL IMPACT:

This project is partially budgeted in the Fiscal Year 2014-15 Capital Improvement Program. The size of the project and awarded grant amount has increased, thereby requiring a budget amendment. Staff proposes to use all \$60,000 of the M2 Grant Funds. The City's required 25% local match is \$20,000 and is proposed to be funded from eligible Used Oil Collection Grant Funding.

Submitted by:



Michael McConaha
Public Works Manager

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Proposal from G2 Construction, Inc.
2. Construction Agreement
3. Budget Amendment Resolution

G2 Construction, Inc.

Lic. # 801253 – A, C8, C60
13331 Garden Grove Blvd, Unit K
Garden Grove, CA 92843

2/24/2015

City of Placentia, Public Works
Attn: Michael McConaha, Public Works Manager
& Bryan Nguyen, Assistant Engineer
401 E. Chapman Ave., Placentia, CA 92870

Subject: G2's Proposal for the City of Placentia's OCTA M2 Environmental Cleanup Program Tier 1 Grant

Dear Mr. McConaha and Mr. Nguyen:

G2 Construction is submitting this Proposal for your review. We propose installing custom fabricated stainless steel Automatic Retractable Screens (ARS CL12™) for the City of Placentia's OCTA M2 Environmental Cleanup Program Tier 1 Funding Grant. This proposal is consistent with the Orange County Public Works' Master Purchase Agreement for Trash and Debris Capture Devices, and consistent with our proposal made to the City in May, 2014 when we discussed the City's OCTA grant application.

G2 proposes installing our top-hinge Automatic Retractable Screens (ARS CL12™ - patent pend.) in 50 catch basins (CBs) (See Attached). The OCTA Environmental Cleanup Program Tier 1 Grant targets areas with higher concentrations of pollution and with an emphasis on transportation-related pollutants. For that reason, as previously discussed, G2 has identified CBs in Placentia's downtown vicinity and two of the City's busiest arterial streets (Chapman Ave. and Kraemer Blvd).

Recommended Installation Locations

Based on G2's review, Placentia's busy downtown area has shops, restaurants, and street parking that attract many visitors and cars. High-density housing, including many apartment complexes, surrounds the downtown and street parking is typically bumper-to-bumper. Trash from vehicles often makes it into gutters and these CBs, and vehicle pollutants drip and drop onto the streets while parked. Additionally, this area is very heavily treed with high volumes of leaves and dead foliage flowing in these catch basins. We believe installing ARS CL12™ here will have the greatest reduction in transportation-related pollutants and will be the best value. We propose the second major target to be 2 of your busiest roads, Chapman Blvd and Kraemer Blvd. The CBs on these busy arterial roads receive storm water and the flowing or blowing pollutants and trash from high volumes of vehicle traffic along retail, commercial, and residential areas. Our ARS screens installed here will reduce transportation related pollution from entering receiving waters and impacting OC's surface and groundwater systems.

Recommended Device: Automatic Retractable Screens (ARS CL12™)

We propose installing our custom fabricated ARS CL12™ with the critical top-hinge screen and custom fitted fabrication and installation for each stainless steel device in each CB. These devices prevent objects ¾" or larger from entering the catch basin and typically prevents 85-95% of debris, trash, and pollutants from ever entering the waterway system. Our ARS CL12™ devices are approved by:

- OCTA*, OC Public Works*, and Orange County cities,
- Los Angeles County Public Works (LACDPW) and cities throughout LA,
- City of LA Public Works,
- San Francisco Bay Area (ABAG),
- Private construction including Kiewit and the 405 widening project

*Note, OCTA recently ranked G2 Construction the #1 provider of Trash and Debris devices for the Environmental Cleanup Program in Orange County.

G2 expects a significant reduction in pollution entering Placentia's CBs after implementing this solution. This includes the most visible forms of pollutants such as litter and debris (including plastics, food containers, bags, bottles), trash (paper, cigarette butts), and vegetative debris (leaves, branches, landscaping) that end up on the roads, sidewalks, and parking areas from storms, wind, and landscape or other watering.

The installation of our ARS CL12™ will also reduce less visible pollution from roadway vehicles (hydrocarbons and metals: copper, lead, zinc, etc.), landscaping chemicals (pesticides) and nutrients (phosphorus and nitrogen), and bacteria (animal waste). These pollutants are often absorbed by or bind to the trash, debris, leaves, grass clippings, and sediment that make up the majority of pollutant volume that typically enters CBs without an installed ARS.

Community Benefits

Our proposed project has many benefits in addition to improved storm water quality. The ARS will be installed in highly visible areas and will be seen by Placentia's residents and visitors as a progressive step to improve the environment. Our experience has been that the ARS device is highly visible and often leads to increased community pride and an increase in storm water quality awareness. The downtown ARS CL12™ installations will be viewed as a type of beautification program that will attract more visitors. Installed screens in areas where people walk, shop, eat, relax, and enjoy nature helps improve quality of life and reinforce our connection to the environment.

Another benefit of these ARS CL12™ installations comes as education for city residents. Many residents don't understand that catch basins and our storm drain system empty directly into waterways and is not the sewer system. When people see installed ARS screens they often better understand the need to keep pollution out of the catch basins. Therefore homeowners and landscapers will better understand that grass clippings, foliage, motor oil, paint, and other pollutants should never be washed or thrown into catch basins. This has a big short and long term impact on water quality.

Summary

G2 proposes installing ARS CL12™ in Placentia's catch basins (see Attached list of locations). G2 offers the City of Placentia the volume discount rate offered only to cities participating in the OCTA Environmental Cleanup Program. G2's custom ARS are fabricated locally in Orange County and offer an excellent value and return on investment. The device comes with a 10 year warranty.

Please let me know if you have any questions. We appreciate the opportunity to work with you and the City of Placentia.

Sincerely,

Eric H. Taylor

Eric H. Taylor
VP of Projects & Business Development
G2 Construction, Inc.
714.679.2550 etaylor@g2construction.com

PROPOSAL ATTACHMENTS

- 1. Price and Installation Proposal**
- 2. Installation Schedule**
- 3. ARS CL12™ Warranty**
- 4. Maps of Target Catch Basin Installations**
- 5. ARS CL12™ Specifications, Operations & Maintenance**
- 6. References**
- 7. G2's Small Business Enterprise (SBE) Certification**

- 8. G2's Disadvantage Business Enterprise (DBE) Certification**

G2 Construction, Inc.

State Contractors License #801253 - A, C8, C60
13331 Garden Grove Blvd. unit "K"
Garden Grove, CA 92843

ARS CL12™ Installation Proposal

(for 2014 OCTA Measure M2 Environmental Cleanup Program, Tier 1)

Customer: **City of Placentia**

Prepared: 5/8/2014
Good for OCTA Grant thru 2015

Contact: Bryan Nguyen
Phone:
Fax

Eric Taylor
714.679.2550
etaylor@G2Construction.com

Location: City of Placentia

Bryan,

In accordance with your instructions and G2's review of your catch basin data, G2 is pleased to provide this proposal for consideration.

This Proposal includes custom fabrication and installation of G2's ARS-CL12™ device made of stainless steel (approved for OCTA Measure M2 funding, and by LACDPW) . Plus warranty.

Installation to be completed within 4 months of OCTA award.

Please contact me with questions.

Sincerely,

Eric Taylor, LEED AP BD+C

#	Street (est. locs- to be updated)	Address	Plac ID#	G2 Estimate				
				Width (ft) Est. (to be updated)	ARS Model	Unit Price	Units	Ext. Price
1	399 Center Street	Walnut	IL 30-4	4	G2-ARS-05	\$548	1	\$548
2	398 Center Street	Walnut		4	G2-ARS-05	\$548	1	\$548
3	199 S. Walnut	Center St		4	G2-ARS-05	\$548	1	\$548
4	711 Center Street	Edison	CB 30-6	5	G2-ARS-05	\$548	1	\$548
5	336 Capistrano Street		CB 30-8	7	G2-ARS-07	\$869	1	\$869
6	Ventura	Capistrano	CB 30-9	4	G2-ARS-05	\$548	1	\$548
7	Ventura	Capistrano	CB 30-10	7	G2-ARS-07	\$869	1	\$869
8	Monterey Way	(end, alley on right)	CB 30-11	7	G2-ARS-07	\$869	1	\$869
9	312 Murray Street	Sante Fe	CB 30-12	4	G2-ARS-05	\$548	1	\$548
10	Santa Fe Ave	Murray	CB 30-15	5	G2-ARS-05	\$548	1	\$548
11	Bradford	Sante Fe		4	G2-ARS-05	\$548	1	\$548
12	Santa Fe Ave	Melrose		7	G2-ARS-07	\$869	1	\$869
13	Melrose	Sante Fe		7	G2-ARS-07	\$869	1	\$869
14	301 Melrose	Sante Fe		21x	G2-ARS-21x	\$2,399	1	\$2,399
15	302 Melrose	Sante Fe		14x	G2-ARS-14x	\$1,469	1	\$1,469
16	303 Melrose	Sante Fe		14x	G2-ARS-14x	\$1,469	1	\$1,469
17	Santa Fe Court	Bradford		3.5	G2-ARS-3.5	\$458	1	\$458
18	Santa Fe Court	Bradford		14x	G2-ARS-14x	\$1,469	1	\$1,469
19	205 Romona	South Walnut		7	G2-ARS-07	\$869	1	\$869
20	206 Romona	South Walnut		7	G2-ARS-07	\$869	1	\$869
21	228 South Walnut	Romona		7	G2-ARS-07	\$869	1	\$869
22	220 Santa Fe	Melrose		14x	G2-ARS-14x	\$1,469	1	\$1,469
23	118 South Walnut	Olive		4	G2-ARS-05	\$548	1	\$548
24	217 Alta	Backs		14x	G2-ARS-14x	\$1,469	1	\$1,469

25	1099 E. Chapman (N side)	N of Orangethorpe	7	G2-ARS-07	\$869	1	\$869
26	1098 E. Chapman (S side)	N of Orangethorpe	7	G2-ARS-07	\$869	1	\$869
27	1081 E. Chapman (N side)	N of Orangethorpe	21	G2-ARS-21	\$2,199	1	\$2,199
28	961 E. Chapman (N side)	at channel	4	G2-ARS-05	\$548	1	\$548
29	954 E. Chapman (S side)	at channel	4	G2-ARS-05	\$548	1	\$548
30	559 E. Chapman (N side)	E of All Amer. Wy	7	G2-ARS-07	\$869	1	\$869
31	552 E. Chapman (S side)	Across -All Am. Wy	4	G2-ARS-05	\$548	1	\$548
32	401 E. Chapman (N side)	E of Kraemer	14	G2-ARS-14	\$1,268	1	\$1,268
33	399 E. Chapman (N side)	W of Kraemer	7	G2-ARS-07	\$869	1	\$869
34	329 E. Chapman (N side)	W of Kraemer	14x	G2-ARS-14x	\$1,469	1	\$1,469
35	319 E. Chapman (N side)	W of Kraemer	4	G2-ARS-05	\$548	1	\$548
36	101 E. Chapman (N side)	S of Bradford	7	G2-ARS-07	\$869	1	\$869
37	324 W. Chapman (S side)	E of Walnut	4	G2-ARS-05	\$548	1	\$548
38	399 W. Chapman (N side)	E of Walnut	4	G2-ARS-05	\$548	1	\$548
39	700 W. Chapman (S side)	at shopping cntr	14	G2-ARS-14x	\$1,469	1	\$1,469
40	707 W. Chapman (N side)	E of Sunset	14	G2-ARS-14x	\$1,469	1	\$1,469
41	369 S. Kraemer (W side)	Cinamon apts	4	G2-ARS-05	\$548	1	\$548
42	350 S. Kraemer (E side)	Cinamon apts	21	G2-ARS-21	\$2,199	1	\$2,199
43	101 S. Kraemer (W side)	S of Chapman	14x	G2-ARS-14x	\$1,469	1	\$1,469
44	131 N. Kraemer (W side)	N of Chapman	14	G2-ARS-14x	\$1,469	1	\$1,469
45	701 N. Kraemer (W side)	N of Alta Vista	14x	G2-ARS-14x	\$1,469	1	\$1,469
46	790 N. Kraemer (E side)	N of Alta Vista	21x	G2-ARS-21x	\$2,399	1	\$2,399
47	796 N. Kraemer (E side)	N of Alta Vista	21x	G2-ARS-21x	\$2,399	1	\$2,399
48	1001 N. Kraemer (W side)	N of Madison	21x	G2-ARS-21x	\$2,399	1	\$2,399
49	1050 N. Kraemer (E side)	N of Madison	28x	G2-ARS-28x	\$2,599	1	\$2,599
50	1107 N. Kraemer (W side)	N of Newcastle	7	G2-ARS-07	\$869	1	\$869
Total ARS Cost							\$55,412
Traffic Control							\$4,588
Total Project							60,000

Notes: City of Placentia to provide CB cleaning if required.

Installations includes safety cones traffic control.

Includes 10-Year Warranty (attached separately)

Quote Good for 2014-2015 OCTA Measure M2 Environmental Cleanup Program Tier 1.

G2 Construction, Inc.

Lic. # 801253 – A, C8, C60
13331 Garden Grove Blvd, Unit K
Garden Grove, CA 92843
714.448.8080 info@g2construction.com

ARS CL12□ Installation Schedule

City of Placentia

From contract agreement.

Action	Time
1. Evaluate all catch basins and take detailed measurements.	1 week
2. Fabricate all custom ARS CL12™	1.5 weeks
3. Install all custom fitted ARS CL12™	1 week
4. Inspection and sign-off	.5 weeks
TOTAL PROJECT (start to finish)	4 WEEKS

G2 Construction, Inc.

Lic. # 801253 – A, C8, C60
13331 Garden Grove Blvd, Unit K
Garden Grove, CA 92843
714.448.8080 info@g2construction.com

ARS CL12[™] Warranty

Date: April 29, 2014

Project: City of Placentia's 2014 OCTA Measure M2's Environmental Cleanup Program (ECP) Tier 1 Grant

G2 Construction, Inc. hereby provides a product warranty of 10 years for the G2 ARS CL12[™] automatic retractable screens installed in catch basins for the project listed above. G2 guarantees the ARS CL12[™] will be manufactured and installed in accordance with the product drawings and specifications.

G2 Construction agrees to repair or replace any installed product that proves defective in its workmanship or material within one year of the project acceptance date. If an installed product proves defective within ten years, then G2 agrees to provide replacement parts at no cost. Accidents, product modifications, vandalism, unusual use, or lack of standard cleaning may nullify a product's warranty.

Requests for warranty service must be made by the product Owner, and should include photos and details.



John Alvarado, President
G2 Construction, Inc.

City of Placentia's Downtown Vicinity
Encircling Bradford Ave to Placentia Ave, and W Chapman to Sante Fe Ave & Ventura
(proposed ARS CL12™ installs in CBs)



AGREEMENT

OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM TIER ONE GRANT PROJECT CITY PROJECT NO. 61122

THIS AGREEMENT is made and entered into this 17th day of March, 2015, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and G2 Construction, Inc., a Corporation, hereinafter referred to as "Contractor." City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

WITNESSETH:

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

1. General Conditions.

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

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

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

2. Materials and Labor.

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

3. Project.

The Project is described as:

**OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT
CITY PROJECT NO. 61122**

4. Plans and Specifications.

The work to be done is shown in proposal dated February 24, 2014, from G2 Construction Inc.

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

5. Time of Commencement and Completion.

Contractor agrees to commence the Project on the date set forth in the "Notice to Proceed" sent by City. The Contractor shall complete the work within **twenty-five (25) working days** after said Notice to Proceed, excluding delays caused or authorized by City as set forth in sections 8, 9, and 10 hereof.

6. Legal Relationship between the Parties.

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at City's offices.

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

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

7. Time is of the Essence.

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

8. Excusable Delays.

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

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

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

9. Extra Work.

The Agreement price as set forth in section 13, includes compensation for all work

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

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

10. Changes in Project.

- A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
 - 1. In the Drawings and Specifications;
 - 2. In the time, or in the method or manner of performance of the work;
 - 3. In City-furnished facilities, equipment, materials, services, or site; or
 - 4. Directing acceleration in the performance of the work.
- B. A change order shall also be any other written order (including direction, instruction, interpretation, or determination) from City which causes any change, provided Contractor gives City written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this section, no order, statement, or conduct of City or its representatives shall be treated as a change under this section or entitle Contractor to an equitable adjustment.
- D. If any change under this section causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Agreement, whether or not changed by any order, City shall make an equitable adjustment and modify this Agreement in writing. Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before Contractor gives written notice as required in paragraph (B). In the case of defective specifications for which City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurs in attempting to comply with those defective specifications.
- E. If Contractor intends to assert a claim for an equitable adjustment under this section, it must, within 15 days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to City setting forth the general nature and monetary extent of such claim. City may extend the 15-day period. Any

such extension shall be valid only if in writing. Contractor may include the statement of claim in the notice under paragraph (B) of this section.

- F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- G. Contractor hereby agrees to make any and all changes, furnish the materials, and perform the work that City may require without nullifying this Agreement. Contractor shall adhere strictly to the Drawings and Specifications unless a change therefrom is authorized in writing by City. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefor shall be submitted without delay by Contractor to City.

11. Ownership of Documents.

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

12. Liquidated Damages for Delay.

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in section 5 plus the allowance made for delays or extensions authorized under sections 8, 9, and 10, City will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of Zero Dollars (\$0.00 per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of Zero Dollars (0.00) per day, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

13. Agreement Price and Method of Payment.

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement \$60,000, subject to any subsequent additions or deductions as provided in approved change orders, as itemized in Contractor's Proposal attached as Exhibit "A" hereto.

Within thirty (30) days from the commencement of work and the receipt by City of Contractor's invoice, there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of City, since the commencement of the work as determined by City.

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

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

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

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments properly to subcontractors for material or labor;
- D. A reasonable doubt that the contract can be completed for the balance then paid;
- E. Damage to another contractor; and/or
- F. Default of the Contractor in the performance of the terms and/or conditions of the Contract.

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

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

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

15. Completion.

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

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

16. Contractor's Employees Compensation

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and copies of the same are on file in the City Engineer's office. Contractor agrees that no less than these prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code section 1774. If both Federal and State wage rates are otherwise applicable, then the higher of the two shall prevail.

B. Forfeiture for Violation:

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

C. Apprentices:

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

contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

D. Workday:

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

E. Record of Wages; Inspection:

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

17. Surety Bonds.

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

certify acknowledgements, and either one of the following conditions shall be satisfied:

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

18. Insurance.

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

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

C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.

D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.

E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the

foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days' written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

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

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

19. Indemnity.

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

In the event Contractor or its insurer refuses or fails to provide a legal defense to City after receiving written notice of the legal action and a tender and demand for defense, City shall have the right to select counsel of its own choice to represent all City's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by

City from any Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

20. Termination.

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.
- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, procurement costs of the same or similar services defaulted by Contractor under this Agreement.
- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated profits. The equitable adjustment for any termination shall provide for payment to Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Thereafter Contractor shall have no further claims against City under this Agreement.
- D. Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Agreement whether completed or in process.
- E. Upon termination, City may take over the work and may award another party an agreement to complete the work under this Agreement.

21. Waiver.

Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance

promptly give notice to Contractor of observed defects. In the event that Contractor fails to make adjustments, repairs, corrections, or other work made necessary by such defects, City may do so and charge Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

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

25. Assignments.

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

26. Successors in Interest.

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

27. Compliance with Law.

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

28. Jurisdiction.

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

29. Dispute Resolution.

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

30. Safety and Health.

Contractor acknowledges the provisions of California Labor Code section 6400 et seq.,

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

31. Agreement Execution Authorization.

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

32. Entire Agreement.

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

33. Severability.

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

34. Conflicts.

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

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

CITY OF PLACENTIA

By: _____
Damien R. Arrula
Acting City Administrator

ATTEST:

By: _____
Rosanna Ramirez, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski, City Attorney

CONTRACTOR

By: _____
President

By: _____
Secretary

RESOLUTION NO. R-2015-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014/15 INCREASING THE APPROPRIATION AND OFFSETTING REVENUE BUDGETS IN THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$80,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2014/15 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2014/15, Resolution No. R-2014-37, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
Cap Projects	Construction	Pub Works	333552-6185 JL 61122	80,000.00
Cap Projects	Revenue	Pub Works	333552-4210 JL 61122	80,000.00

PASSED, ADOPTED AND APPROVED this 17th day of March, 2015.

CHAD P. WANKE, MAYOR

Attest:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of March, 2015 by the following vote:

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

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: MARCH 17, 2015

SUBJECT: **APPROVAL OF EASEMENT AGREEMENT WITH ORANGE COUNTY TRANSPORTATION AUTHORITY FOR PLACENTIA AVENUE GRADE SEPARATION PROJECT**

FISCAL
IMPACT: EXPENSE: NONE

SUMMARY:

The Orange County Transportation Authority (OCTA) is overseeing the right-of-way, design and construction of five (5) railroad grade separation projects along the Orangethorpe rail corridor, within the cities of Placentia, Anaheim, and Fullerton. The construction for the Placentia Avenue railroad grade separation project is complete and requires one final dedication of an easement to the City in order to sell a remnant parcel purchased using State grant monies. The City is obligated to sell this property by the cooperative agreement with OCTA, with all net proceeds of the sale transferred to OCTA. This action will approve the dedication of an easement to the City of Placentia for the Placentia Avenue Grade Separation.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the attached easement dedication to the City; and
2. Authorize the Mayor to sign the subject easement dedication on behalf of the City, in a form approved by the City Attorney; and
3. Direct the City Clerk to endorse the easement dedication which embodies the acceptance of said right-of-way easement, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the document.

DISCUSSION:

On August 19, 2014, the City Council approved various easements for the Placentia Avenue Grade Separation Project ("Project"). One easement was not included in the original approval.

1.e.

March 17, 2015

The City of Placentia currently owns the parcel of land, APN 339-441-01 (Attachment 1), commonly known as 380 S. Placentia Avenue, which requires a dedication of an easement to the City for the Project. The City is obligated to sell the property via the cooperative agreement with OCTA, and all net proceeds of the sale transferred to OCTA. However, prior to the sale, all easements necessary for the Project shall be dedicated to the City. It is also important to note that the City is working with OCTA on amending the cooperative agreement to determine the options for sale of the subject property and any recommended changes to the agreement, via an amendment, will be brought forward to the City Council for consideration at a future meeting.

Set forth below is the final easement required that was not dedicated on August 19, 2014:

Parcel Number APN 339-441-01

<u>Description</u>	<u>From</u>	<u>To</u>
1) Right of Way Easement	City of Placentia	City of Placentia

Submitted by:

Reviewed and approved:



Michael McConaha
Public Works Manager

Damien R. Arrula
Acting City Administrator

Attachments:

1. Easement Map
2. Dedication of Easements

EXHIBIT 'A'

LEGAL DESCRIPTION APN 339-441-01

PLA-012-01 (Fee)

Being a portion of Parcel 1 of the Parcel Map filed for record December 7, 1973 in Book 57 of Parcel Maps at Page 17, Orange County Records, situated in the City of Placentia, County of Orange, State of California, more particularly described as follows:

BEGINNING at the southwesterly corner of said Parcel 1, said corner being a point on the easterly right of way of Placentia Avenue per deed recorded in Book 8112 at Page 250, Official Records Orange County; thence along the southerly boundary of said Parcel 1, South 75°20'49" East, 9.96 feet to the beginning of a non-tangent curve to the left, from which point a radial line bears South 78°50'29" East; thence leaving said southerly boundary the following two (2) courses and distances: (1) northerly, along the arc of said non-tangent curve having a radius of 2140.00 feet, through a central angle of 1°03'41", for an arc length of 39.64 feet to a point of reverse curvature, and (2) northeasterly along the arc of said reverse curve having a radius of 1192.00 feet, through a central angle of 6°14'50", for an arc length of 129.97 feet to the easterly boundary of said Parcel 1; thence along said easterly boundary North 11°26'37" West, 7.03 feet to the northerly corner of said Parcel 1, said point being the beginning of a non-tangent curve to the left, from which point a radial line bears North 72°23'34" West; thence along the westerly boundary of said Parcel 1 and said easterly right of way of Placentia Avenue the following two (2) courses and distances: (1) southerly along the arc of said non-tangent curve having a radius of 706.14 feet, through a central angle of 2°59'47", for an arc length of 36.93 feet, and (2) South 14°36'39" West, 138.81 feet to the **POINT OF BEGINNING**.

Containing 923 square feet, more or less.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6. Multiply distance shown by 1.000009 to obtain ground level distances.

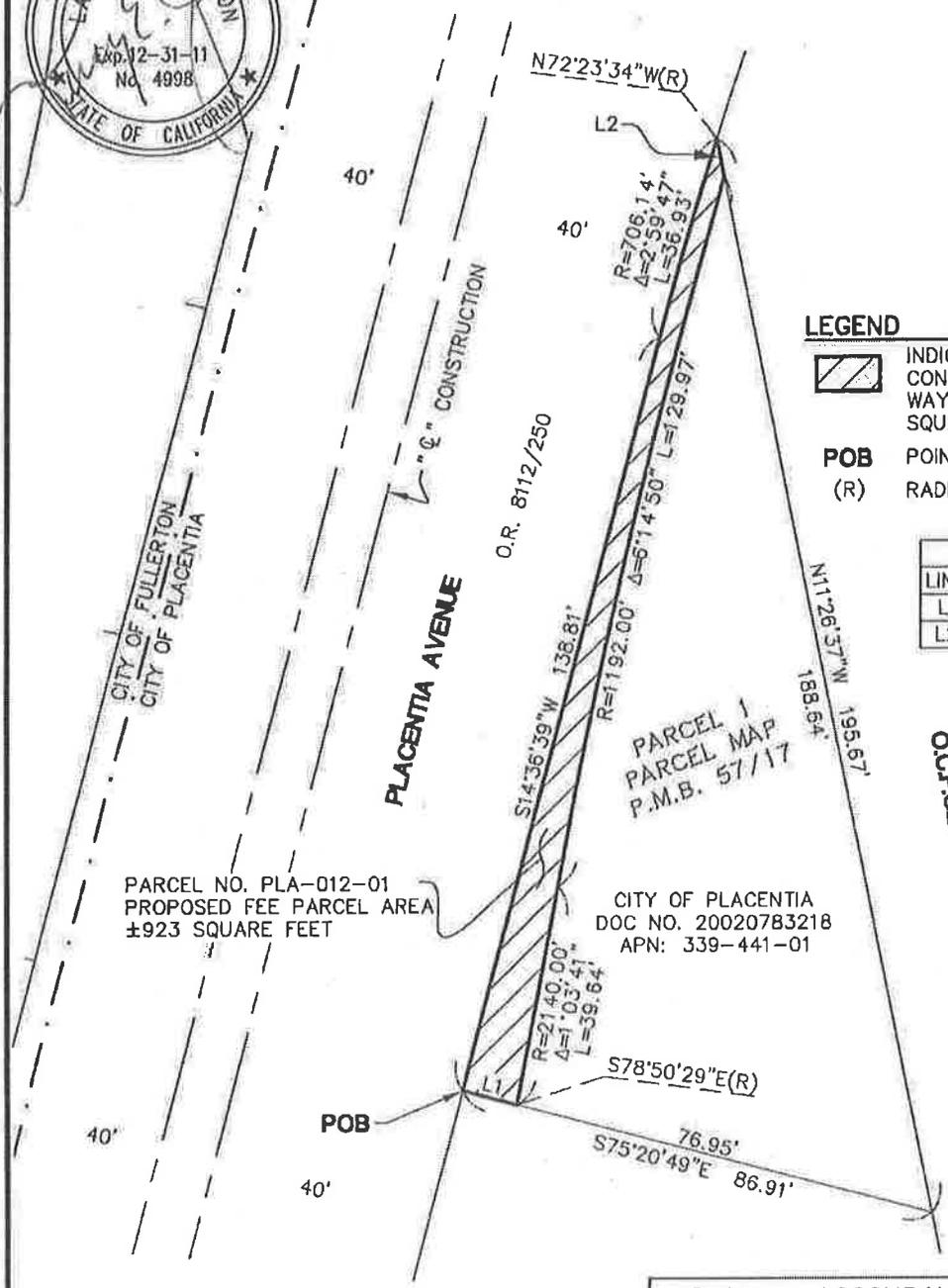
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

3/26/2010
Date:



Larry E. Johnson
Larry E. Johnson
L.S. No. 4998
Expiration Date: 12-31-2011

CITY OF PLACENTIA
 COUNTY OF ORANGE
 STATE OF CALIFORNIA



LEGEND

- INDICATES AREA TO BE CONVEYED IN FEE FOR RIGHT OF WAY PURPOSES AREA ±923 SQUARE FEET.
- POB** POINT OF BEGINNING
- (R)** RADIAL BEARING

LINE TABLE		
LINE	BEARING	LENGTH
L1	S75°20'49"E	9.96'
L2	N11°26'37"W	7.03'



BEARINGS AND DISTANCES USED ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000009 TO OBTAIN GROUND DISTANCES.

EXHIBIT 'B'

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
 LANDS OF CITY OF PLACENTIA
 APN: 339-441-01**

MARK THOMAS & COMPANY, INC.
Providing Engineering, Surveying, and Planning Services
 7571 N. Remington Avenue, Suite 102
 Fresno, CA 93711
 (559) 447-1938

DESIGNED BY JCL	APPROVED ON 3/28/10	JOB NO. BJ-09103	SHEET 1 OF 1
CKD. BY LEJ	BY LARRY E. JOHNSON		
DATE 3/26/10	LS NO. 4998	EXP. 12/31/11	
SCALE 1"=30'			

PLA-012-01.txt

Company Survey Prototype (Imperial Units)

Project: SJ-09103
Parcel Inverse

Parcel name: PLA-012-01

North: 2263598.0864	East : 6066772.7162
Line Course: S 75-20-49 E	Length: 9.96
North: 2263595.5676	East : 6066782.3494
Curve Length: 39.64	Radius: 2140.00
Delta: -1-03-41	Tangent: 19.82
Chord: 39.64	Course: N 10-37-41 E
Course In: N 78-50-29 W	Course Out: S 79-54-09 E
RP North: 2264009.7175	East : 6064682.8066
End North: 2263634.5295	East : 6066789.6607
Curve Length: 129.97	Radius: 1192.00
Delta: 6-14-50	Tangent: 65.05
Chord: 129.91	Course: N 13-13-16 E
Course In: S 79-54-09 E	Course Out: N 73-39-19 W
RP North: 2263425.5463	East : 6067963.1981
End North: 2263760.9924	East : 6066819.3712
Line Course: N 11-26-37 W	Length: 7.03
North: 2263767.8816	East : 6066817.9766
Curve Length: 36.93	Radius: 706.14
Delta: -2-59-47	Tangent: 18.47
Chord: 36.92	Course: S 16-06-33 W
Course In: S 72-23-34 E	Course Out: N 75-23-21 W
RP North: 2263554.2815	East : 6067491.0358
End North: 2263732.4074	East : 6066807.7315
Line Course: S 14-36-39 W	Length: 138.81
North: 2263598.0864	East : 6066772.7162

Perimeter: 362.34 Area: 923 Sq Ft 0.02 Ac.

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Engineering Division

The Above Space For Recorder's Use Only

OK to Accept: _____
Date: _____

Project Name: Placentia Avenue Grade Separation Project
Address: 350 South Placentia Avenue, Placentia, CA
APN: 339-441-01
Project Parcel No.: PLA-012-01
Title Order No.: 910070003-X52
Escrow No.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **CITY OF PLACENTIA**, a public body corporate and public ("Grantor"), hereby grants to **CITY OF PLACENTIA**, a public body corporate and politic, ("Grantee"), an easement for public street and road purposes all that real property situated in the City of Placentia, County of Orange, State of California, described as follows:

See Exhibit "A", legal description, and Exhibit "B", plat map to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 201_____.

ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

ACKNOWLEDGEMENT

State of California

County of _____) SS

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

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

Witness my hand and official seal.

(Signature) (SEAL)

ACKNOWLEDGEMENT

State of California

County of _____) SS

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

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

Witness my hand and official seal.

(Signature) (SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed dated _____, 20__, from the **CITY OF PLACENTIA**, a public body and corporate, to the **CITY OF PLACENTIA**, a public body corporate and politic, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by Resolution R-2014-____, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

Dated: _____

By: _____

Print Name: _____

Title: _____

EXHIBITS "A" AND "B"
LEGAL DESCRIPTION AND PLAT MAP
APN: 339-441-01/PLA-012-01

[SEE THE FOLLOWING PAGES]



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: DIRECTOR OF ADMINISTRATIVE SERVICES

FROM: ACTING CITY ADMINISTRATOR

DATE: MARCH 17, 2015

SUBJECT: **APPROVAL OF AGREEMENT WITH GOVERNMENT STAFFING SERVICES, INC., DBA MUNITEMPS FOR INTERIM CHIEF DEPUTY CITY CLERK SERVICES**

FISCAL
IMPACT: EXPENSE: Not-To-Exceed \$29,000 (Account No. 101513-6099)

SUMMARY:

Due to the departure of the Deputy City Clerk in November 2014, the City entered into an agreement with Government Staffing Services, Inc. dba MuniTemps, to provide interim staffing assistance. This action would extend the current agreement for a period up to one hundred and twenty (120) days until such time as a permanent Chief Deputy City Clerk can be hired by the City.

RECOMMENDATION:

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

1. Approve an Agreement Extension with Government Staffing Services, Inc., dba MuniTemps, for Interim Chief Deputy City Clerk services for a period of up to one hundred and twenty (120) days in an amount not-to-exceed \$29,000; and
2. Authorize the Acting City Administrator to sign the Municipal Staffing Agreement, in a form approved by the City Attorney.

DISCUSSION:

Due to the departure of the former Deputy City Clerk on November 6, 2014, the City was in need of interim City Clerk services to fulfill the roles and duties associated with the position. Ms. Rosanna Ramirez of Governmental Staffing Services Inc., dba MuniTemps, began with the City of Placentia on November 24, 2014 to serve as the Interim Chief Deputy City Clerk. The City is still currently in the recruitment process for the Chief Deputy City Clerk position, and is in need of continued interim services at this time.

Attached is the Municipal Staffing Agreement with Government Staffing Services, Inc. for Ms. Ramirez to continue to provide approximately 40 hours per week of service through the balance of the current Fiscal Year or until such time as a permanent replacement is selected. Ms.

1.f.

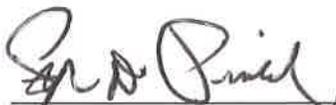
March 17, 2015

Ramirez has over twenty (20) years of municipal government experience including serving as the Chief Deputy and City Clerk for the City of Huntington Park. During her interim assignment with Placentia, Staff has been extremely impressed by her professionalism, thorough recommendations and delivery of high quality service to residents and co-workers. Therefore, Staff is recommending that the City extend the current agreement until such time as a permanent Chief Deputy City Clerk is hired.

FISCAL IMPACT:

Not-To-Exceed \$29,000- Internal Transfer from salary account to contract services.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachment:

1. Municipal Staffing Agreement



Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., DBA **MuniTemp's**, with its LA/Orange County Office at **14241 E. Firestone Blvd., Suite 400, La Mirada CA 90638** ("STAFFING FIRM"), and the **CITY OF PLACENTIA**, with its principal office located at **401 East Chapman Avenue, Placentia, CA 92870** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will:

- a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on **Exhibit A** under CITY's supervision at the locations specified on **Exhibit A**;
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

CITY's Duties and Responsibilities

2. CITY will:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
- e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

- f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as "additionally insured".

Payment Terms, Bill Rates, and Fees

3. CITY will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CITY for services provided under this Agreement on a **Semi-Monthly** basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CITY's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.
4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to any designated Department of the CITY.
5. STAFFING FIRM may assign two classes of Employees at CITY: (1) "Executive" Employees are presumed to be exempt from laws requiring premium pay for overtime, holiday work, or weekend work. These Employees are assigned on a fixed monthly salary contract which will be paid and pro rated on a bi-weekly pay cycle. When assigned Employee completes project at CITY, CITY will be required to pay the pro rated amount of the monthly salary contract agreed to in Exhibit A as of the full week ending last day worked at the CITY. (2) "Non-Executive" Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment to CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CITY will be billed at 150% of the regular bill rate.)
6. STAFFING FIRM may also provide "direct hire" placement services to the CITY. The recruiting fee for direct hire placement services shall be 15% of annual salary offered to candidates presented if this service is requested.

Confidential Information

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

14. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 9 - 13 shall remain effective after termination or renewal of this Agreement.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

- 19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 20. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- 21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- 23. The provisions of this agreement shall be entered into according to the laws of the State of California.

Term of Agreement

- 24. This Agreement will be for a **term of 12 months** from the first date on which both parties have executed it. This agreement may be extended for 12 additional months by mutual agreement of both parties. The Agreement may be terminated by either party upon **15 days** written notice to the other party.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF PLACENTIA	GOVERNMENT STAFFING SERVICES, INC.
Signature	 Signature
Printed Name	John Herrera, CPA Printed Name
Title	President / CEO Title
Date	03-10-2015 Date

TEMP STAFFING REQUEST



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

Municipality:	City of Placentia	Notes
Client Contact:	Steve Pischel	Director of Administrative Services
Temp Position:	Chief Deputy City Clerk	Rosanna Ramirez
Bill Rate per Hour:	\$59.50	
Hours per Week:	40 hours	
Start Date:	11/20/2014	
Expected Duration:	Open	Depending on Needs of City.

Authorized Signature:

City Representative

If CITY uses the services of Rosanna Ramirez as its direct employee, or through any person or firm other than MuniTemp during or within 183 days after any assignment of the Rosanna Ramirez to CITY from MuniTemp, CITY must notify MuniTemp and pay a lump sum equal to (a) 9% of the annual salary of Rosanna Ramirez, if that Employee has worked a minimum of 980 hours or (b) 18% of the annual salary of Rosanna Ramirez if the Employee has worked less than 980 hours for CITY.

Scope of Services

- Prepares proclamations and certificates and coordinates with recipients for scheduling on Council agenda, duplicates and distributes agenda packets, following established procedures; attends staff meetings regarding proposed agenda items; prepares Council chambers for meetings; conducts follow-up on City Council actions as required.
- Publishes ordinances, resolutions, and notices of public hearings; posts and mails notices of public hearings and Council actions affecting local residents; ensures compliance with the Brown Act.
- Receives and maintains official City documents and records including City archives.
- Prepares letters, memoranda, and specialized forms and documents, in conformance with City policies and instructions using word processing, spreadsheet, and database applications; transcribes dictation from dictating equipment; prepares correspondence, speeches, agendas, and reports.
- Researches records and retrieves information for general public, City Council, and City staff utilizing electronic imaging and automated indexing systems; certifies documents.
- Makes recommendations regarding office procedures and processes, including technology, to improve workflow, and implements improvements after approval.
- Assists in the administration of the City's records management program; assists departments in implementing procedures and policies relating to the centralized storage of their records and documents; advises on methods of retrieval, retention, security, maintenance, and disposition of all records materials.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: ACTING CITY ADMINISTRATOR

DATE: MARCH 17, 2015

SUBJECT: **AWARD OF CONTRACT WITH CBRE, INC. FOR PROFESSIONAL RETAIL RECRUITMENT AND CONSULTING SERVICES**

FISCAL
IMPACT: EXPENDITURE: Not-to-exceed \$19,500 from April 1, 2015 to June 30, 2015
BUDGETED: \$19,500 (Account No.: 102534-6099)

SUMMARY:

In July 2014, the City entered into an agreement with CBRE, Inc. (CBRE) to conduct a Retail Gap Analysis Study of the community (Study). The Study identified a \$200 million retail void within the City and demonstrated that opportunities are available to keep critical sales tax dollars by recruiting certain retailers to fill vacant spaces throughout the community's commercial centers. CBRE will focus on increasing occupancy throughout the City by recommending retailers, assisting City Staff in meeting & coordinating with select retailers, implementing a citywide retail strategy for major commercial centers, and assisting with tenant retention. This action approves a Professional Services Agreement with CBRE, Inc. from April 1, 2015 to June 30, 2015 for an amount not-to-exceed \$19,500 with a one (1) year extension option.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with CBRE, Inc. for professional retail recruitment and consulting services for an amount not-to-exceed \$19,500 from April 1, 2015 to June 30, 2015 with a one (1) year extension option; and
2. Authorize the Acting City Administrator to sign the Professional Services Agreement in a form approved by the City Attorney.

DISCUSSION:

CBRE is a company which offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; appraisal and valuation; development services; investment management; and research and consulting. In October 2014 CBRE conducted a Retail Gap Analysis Study of the community. The purpose of the Study was to illustrate the amount of retail leakage that was occurring in the City. Retail Leakage (Gap) can

1.g.
March 17, 2015

be defined as the amount of retail purchases Placentia residents are making which are occurring outside of the City, thereby outlining the opportunity to create more retail within Placentia. The Study also defined Gap categories, such as grocery and restaurants. Highlights of the Study include the following:

- The City has a \$200M Gap
- Major Gap Voids include grocery, general merchandise and clothing
- The City has a \$116M Gap alone in the food & beverage category, including restaurants
- \$500,000 to \$2M is available in potential sales tax through better capitalization of existing assets (retail centers) and creating new development
- The City's vacancy rate (8%) is comparable to surrounding cities; however is higher than the Orange County overall vacancy rate (4.8%)
- There is a large amount of "non-retail" uses (45%) within the City's existing retail centers
- Non-Retail uses (45%) exceed retail uses (40%) within the City's retail centers

While the Study determined that a significant Gap exists, it also demonstrated that opportunities are available to keep critical sales tax dollars by recruiting certain retailers to fill vacant spaces throughout the community's commercial centers. Mr. Scott Kaplan and Mr. Erik Westedt, in conjunction with Staff presented the Study to the City Council and outlined such opportunities.

In order to address those opportunities Staff is recommending that the City enter into an agreement with CBRE. Specifically CBRE will focus on increasing occupancy throughout the City by recommending certain retailers, assisting City staff in meeting & coordinating with select retailers, implementing a citywide retail strategy for major commercial centers, and assisting with tenant retention. Mr. Kaplan and Mr. Westedt will be assigned to assist the City coordinating marketing efforts for commercial properties within the City boundaries and to drive new retailer interest. Mr. Kaplan and Mr. Westedt are each a unique combination of a local street brokers with national reach and influence, and are national brokers, representing clients in more than 20 states. In addition, CBRE also provides professional brokerage consulting services for the Cities of Claremont and Chino Hills and have consistently demonstrated value for those cities' economic development efforts.

The services to be provided by CBRE within the next three (3) months include: (a) coordinate targeted retailer and broker solicitations, retention efforts and report findings monthly to the Acting City Administrator; (b) assist the City in preparing marketing materials for ICSC and other industry events as well as represent, including arranging meetings for the City at these events; (c) the City will have the ability to host any meetings at the CBRE booth at ICSC and other industry events; (d) instigate and attend meetings with prospective retailers and their agents or property developers, as directed or invited by the City. In addition, CBRE will work with the City on implementing a citywide retail strategy for major commercial centers as well as any remaining vacant or underutilized land.

Staff recommends that the City Council authorize the Acting City Administrator to enter into an agreement with CBRE for professional brokerage consulting services for an amount not-to-exceed \$19,500 with a one (1) year extension option.

FISCAL IMPACT:

The proposed contract price with CBRE is \$6,500 per month with a total amount of \$19,500 from April 1, 2015 to June 30, 2015. Funds for FY 2014-15 for contract services were approved through the FY 2014-15 mid-year budget.

Prepared by:



Maggie Le
Management Analyst

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachment:

1. Professional Services Agreement with CBRE, Inc.

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 1st day of April, 2015, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and CBRE, Inc. corporation (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY requires professional services pertaining to monthly consulting 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 consulting 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 \$ 19,500 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: City Administrator

To Consultant: CBRE
4141 Inland Empire Blvd. Suite 100
Ontario, CA 91764
Attention: Erik Westedt

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 "B."

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code § 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done ("Claims"), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, such failure shall be deemed a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorney's fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnitees which arise out of any type of omission or error, negligent or

wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: Because of the specialized nature of the services to be rendered pursuant to this Agreement, only Scott Kaplan & Erik Westedt shall perform the services described in this Agreement. ___ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of Scott Kaplan & Erik Westedt _____ 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

CBRE

CITY

Acting City Administrator

ATTEST: _____
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney