

**Regular Meeting Agenda**  
**May 17, 2011**  
Placentia City Council  
Placentia Redevelopment Agency  
Placentia Industrial Commercial  
Development Authority

Scott W. Nelson  
Mayor

Jeremy B. Yamaguchi  
Mayor Pro Tem

Joseph V. Aguirre  
Council Member

Constance M. Underhill  
Council Member

Chad P. Wanke  
Council Member

Patrick J. Melia  
City Clerk

Craig S. Green  
City Treasurer

Troy L. Butzlaff, ICMA-CM  
City Administrator

Andrew V. Arczynski  
City Attorney

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

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*Mission Statement*

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

*Vision Statement*

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

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

**Procedures for Addressing the Council/Board Members**

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

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

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

**Special Accommodations**

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

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

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

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
SPECIAL MEETING AGENDA – STUDY SESSION  
May 17, 2011  
5:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

At this time the public is invited to address the City Council and Boards of Directors concerning the Study Session agenda items only.

**SS 1.** Prioritization of City Council Goals from Goal Setting Workshop (continued from April 19, 2011)

**ADJOURNMENT** - The City Council and Boards of Directors will recess to their 5:30 pm Executive Session.

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA – EXECUTIVE SESSION  
May 17, 2011  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

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

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – Two (2) Items
3. Pursuant to Government Code Section 54957.6 for Conference with City’s Labor Negotiator as follows:

City Representatives: Troy L. Butzlaff, City Administrator  
Stephen D. Pischel, Director of Administrative Services and  
Community Services

Employee Group: Placentia City Employees Association (PCEA)

4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation –
  - A. City Administrator
  - B. City Attorney

**RDA:** None

**ICDA:** None

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

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY AND  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
May 17, 2011  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Richard Kryder, Police Chaplain

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

- a. Proclamation Designating the Week of May 15-21, 2011 as National Public Works Week, in Placentia, California  
Recipient: Director of Public Works, Steve Drinovsky  
Presenter: Mayor Nelson
- b. Proclamation Designating the Week of May 15-21, 2011, as National Police Week, in Placentia, California  
Recipient: Police Captain Ward Smith  
Presenter: Mayor Nelson
- c. Proclamation Declaring the City of Placentia as a Healthy Eating Active Living (HEAL) City and as a Partner in the Move More, Eat Healthy Orange County Campaign  
Recipient: Barry Ross Chairman of NuPAC and Vice President of Healthy Communities for St. Jude Medical Center  
Presenter: Mayor Nelson
- d. Presentation of Granicus Live Streaming/Video Archive Library On City Website  
Presenter: Neighborhood Services Manager, Jon Nicks

**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.

**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.i.):**

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/AGENCY/ICDA CONSENT CALENDAR:**

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Financial Impact: None  
Recommended Action: Approve
- b. **Minutes**  
**City Council/RDA/ICDA Regular Meetings - May 3, 2011**  
Recommended Action: Approve
- c. **City Warrant Register for May 4, 2011 through May 17, 2011**  
Financial Impact: \$416,831.32  
Recommended Action: Approve
- d. **Agency Warrant Register for May 4, 2011 through May 17, 2011**  
Financial Impact: \$3,934.42  
Recommended Action: Approve
- e. **January – March 2011 Financial Update Reports (Fiscal Year 2010-11)**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Receive and file the January – March 2011 Financial Update Reports
- f. **Quarterly Cash Basis Records and Transfer (Fiscal Year 2010-11)**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Receive and file the Cash Basis Transfer for the period ended March 31, 2011

**COUNCIL CONSENT CALENDAR:**

- g. **Adoption of Resolutions Relating to Fiscal Year 2011/12 Levy of Assessments to the City of Placentia Street Lighting District No. 81-1 and Setting Public Hearing for July 19, 2011, at 7:00 p.m.**  
Financial Impact:  
Recouped Through Assessments      \$137,477.38  
Single Family Residential            \$27.38/Parcel  
Commercial/Industrial                \$164.28/Acre  
Tentative/Final Map                    \$8.21/Unit  
Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2011-15, a resolution of the City Council of the City of Placentia ordering the preparation of plans, specifications, cost estimate, diagram, assessment and report pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, for proceedings for Annual Assessment Levy after formation of District
- 2) Adopt Resolution R-2011-16, a resolution of the City Council of the City of Placentia declaring its intention to provide for an Annual Levy and Collection of Assessments for maintenance within Lighting District No. 81-1, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting the time and place for a Public Hearing thereon

**h. Adoption of Resolutions Relating to Fiscal Year 2011/12 Levy of Assessments for the City of Placentia Landscape Maintenance District No. 92-1 and Setting a Public Hearing for July 19, 2011, at 7:00 p.m.**

Financial Impact:

Recouped Through Assessments	\$395,898.66
Single Family Residential	\$154.87/Parcel
Commercial/Industrial	\$1,548.70/Acre
Multiple Family Residential	\$108.41/Unit
Undeveloped	\$774.35/Acre

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2011-17, a resolution of the City Council of the City of Placentia ordering the preparation of plans, specifications, cost estimate, diagram, assessment and report pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, for proceedings for Annual Assessment Levy after formation of a District
- 2) Adopt Resolution R-2011-18, a resolution of the City Council of the City of Placentia declaring its intention to provide for an Annual Levy and Collection of Assessments for maintenance within Landscape Maintenance District No. 92-1, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting the time and place for a Public Hearing thereon

**i. Acceptance of Construction Work for the Van Buren Street Improvement Project**

Financial Impact:

Expense: \$124,621.64 Budgeted Account# 333552-6185 J/L 61057 (Construction Capital Projects)

Revenue: \$124,621.64 Account# 500000-4201 J/L 61057 (\$125,000 Federal CDBG Funds)

Recommended Action: It is recommended that the City Council:

- 1) Accept contract work performed by United Paving Company for construction of the Van Buren Street Improvement Project in the total amount of \$124,621.64
- 2) Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk-Recorder Office for the Project
- 3) Authorize the City Engineer to release retention funds in accordance with the terms of the contract

j. **Acceptance of Construction Work for the Edwin T. Powell Building Renovation Project and Filing of Notice of Completion with County of Orange**

Financial Impact:

Expense: \$202,846.80 for construction; budgeted in Fiscal Year 2010-11

Budget, Account# 333554-6185/6104340133-6185

Revenue: Community Development Block Grant Funds/Park Development Funds

Recommended Action: It is recommended that the City Council:

- 1) Accept the contract work by AVI-CON Inc. dba CA Construction for renovation of the Edwin T. Powell Building Renovation Project in the total amount of \$202,846.80
- 2) Authorize the City Administrator or designee to file a Notice of Completion with the Orange County Clerk-Recorder Office for the Project
- 3) Authorize the City Administrator or designee to release the retention in accordance with the terms of the contract

k. **Approve Amendment Two to the Cooperation Agreement Between the County of Orange and City of Placentia for Community Development Block Grant Funds**

Financial Impact:

Potential revenue of up to \$500,000 per Fiscal Year for 2012-2013, 2013-2014, and 2014-2015

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment Two to the Cooperation Agreement between the County of Orange and City of Placentia for Community Development Block Grant Funds and authorize the City Administrator to execute the agreement in a form approved by the City Attorney

l. **Approve Award of Construction Contract to Korston Construction Inc. for the Civic Center Restroom and Flooring Renovation Project**

Financial Impact:

Expense: \$144,900 for construction; Budgeted in Fiscal Year 2010-2011

Budget, Account# 333554-6185 J/L 6106640133-6185

Revenue: Community Development Block Grant

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by Onyx Architects for the Civic Center Restroom and Flooring Renovation Project
- 2) Award the construction contract to the lowest responsive and responsible bidder, Korston Construction Inc., for an amount not to exceed \$126,000 and authorize the appropriation of a 15% construction contingency fund of \$18,900
- 3) Reject all other bids
- 4) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an agreement amount not to exceed 15% of the project construction cost
- 5) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

**AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL:** None

**AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

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

**COUNCIL OLD BUSINESS:**

a. **General Plan Update and Direction on Growth Management Element**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Provide direction to Staff on the Growth Management Element and whether it should be eliminated from the draft General Plan

**AGENCY OLD BUSINESS:** None

**ICDA OLD BUSINESS:** None

**4. NEW BUSINESS:**

**COUNCIL/AGENCY/ICDA NEW BUSINESS:**

**COUNCIL NEW BUSINESS:**

a. **First Reading and Introduction of an Ordinance Adding Chapter 8.44 of Title VIII of the Placentia Municipal Code Relating to Business Licensing Standards and Regulations for Massage Practitioners and Massage Establishments, Repealing Chapter 8.40 of the Placentia Municipal Code and Repealing Ordinance No. O-2010-07**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Introduce for first reading, Ordinance O-2011-04, an ordinance of the City Council of the City of Placentia, California, adding a new Chapter 8.44 to the Placentia Municipal Code regarding the licensing and regulation of massage practitioners and massage establishments, repealing Chapter 8.40 of the Placentia Municipal Code and repealing Ordinance No. O-2010-07

b. **Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2011/12**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-19, a resolution of the City Council of the City of Placentia, California, approving rates and charges for solid waste handling services for Fiscal Year 2011-12 and amending the existing franchise rates and charges
- 2) Adopt Resolution No. R-2011-20, a resolution of the City of Placentia authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County Property Tax Rolls

3) Approve Amendment No. 1 to the Agreement approving the new rates

**AGENCY NEW BUSINESS:**

- c. **Cooperative Agreement Between the Industrial/Commercial Development Authority and the Redevelopment Agency of the City of Placentia Regarding Payment of Costs Associated with Certain Redevelopment Agency Funded Capital Improvement and Affordable Housing Projects**

Financial Impact: Not applicable

Recommended Action: It is recommended that the Board of Directors:

- 1) Approve the Cooperative Agreement between the Industrial/Commercial Development Authority of the City of Placentia and the Redevelopment Agency of the City of Placentia regarding payment of costs associated with certain Redevelopment Agency funded Capital Improvement and Affordable Housing Projects

**ICDA NEW BUSINESS:**

- d. **Cooperative Agreement Between the Industrial/Commercial Development Authority and the Redevelopment Agency of the City of Placentia Regarding Payment of Costs Associated with Certain Redevelopment Agency Funded Capital Improvement and Affordable Housing Projects**

Financial Impact: Not applicable

Recommended Action: It is recommended that the Board of Directors:

- 2) Approve the Cooperative Agreement between the Industrial/Commercial Development Authority of the City of Placentia and the Redevelopment Agency of the City of Placentia regarding payment of costs associated with certain Redevelopment Agency funded Capital Improvement and Affordable Housing Projects

**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/Redevelopment/ICDA Agency Board of Directors will adjourn to a Study Session on May 24, 2011.

**CERTIFICATION OF POSTING**

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Placentia Redevelopment Agency and the Industrial Commercial Development Authority, hereby certify that the Agenda for the May 17, 2011, meetings of the City Council, Redevelopment Agency, and Industrial Commercial Development Authority was posted on May 12, 2011.

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Tania Moreno, Deputy City Clerk

**PROCLAMATION – NATIONAL PUBLIC WORKS WEEK  
CITY COUNCIL AGENDA FOR MAY 17, 2011**

National Public Works Week is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works.

Instituted as a public education campaign by the American Public Works Association in 1960, National Public Works Week calls attention to the importance of public works in community life. The Week seeks to enhance the prestige of the often-unsung heroes of our society - the professionals who serve the public good everyday with quiet dedication.

The City of Placentia commends our Public Works Department for all of the outstanding and vital services they provide to our community. It is the desire of the City Council of the City of Placentia to proclaim May 15 – 21, 2011 as National Public Works Week.

**Presented to: Steve Drinovsky, Director of Public Works  
Presenter: Mayor Scott Nelson**

**Presentations  
May 17, 2011**

**PROCLAMATION – NATIONAL POLICE WEEK, MAY 15-21, 2011  
CITY COUNCIL AGENDA FOR MAY 17, 2011**

Each year the month of May is significant to the law enforcement profession. During this month, we honor those officers who paid the ultimate sacrifice while protecting our homeland. We also honor our fellow officers who were disabled as a result of their law enforcement service.

In 1962, President John F. Kennedy signed Public Law 87-726 and dedicated May 15<sup>th</sup> of each year as Peace Officers Memorial Day to honor Federal, State, and Municipal officers who have been killed or disabled in the line of duty. The week containing May 15<sup>th</sup> is also designated as Police Week in recognition of those who serve and protect our community.

The City Council of the City of Placentia wishes to express sincere gratitude to the members of the Placentia Police Department and to all law enforcement officers and their families across the nation and encourage all members of the community to remember those who gave their lives in the service of others.

**Recipient: Captain Ward Smith  
Presenter: Mayor Nelson**

**PROCLAMATION – MOVE MORE, EAT HEALTHY OC  
CITY COUNCIL AGENDA FOR MAY 17, 2011**

The Orange County Nutrition and Physical Activity Collaborative (NuPAC) is a countywide community collaborative that provides leadership and coordination in the areas of nutrition and physical activity.

Last year, the City was a recipient of NuPAC's Obesity Prevention Grant that supported access to healthy and fresh food for the community and created more opportunities for physical activity. In particular, the City provided 1,600 nutritional lunches and 2,200 healthy snacks; established a Placentia Fresh Farmers Market; managed and improved open park and field space; and provided "Healthy Lifestyles" workshops at several elementary schools.

The City of Placentia supports becoming a Healthy Eating Active Living (HEAL) City and NuPAC's Orange County Obesity Summit to be held on Thursday, May 26, 2011 at California State University, Fullerton to discuss "Move More, Eat Healthy OC" campaign. We urge all citizens and organizations to participate in the summit dedicated to decreasing obesity and improving healthy eating and physical activity in our community.

**Presented to: Barry Ross Chairman of NuPAC and Vice President of Healthy Communities for  
St. Jude Medical Center**

**Presenter: Mayor Scott Nelson**

**PRESENTATION – GRANICUS LIVE STREAMING/VIDEO ARCHIVE ON CITY WEBSITE  
CITY COUNCIL AGENDA FOR MAY 17, 2011**

Granicus specializes in providing online video content libraries and live streaming video services for municipalities and currently provide services to over 700 jurisdictions including the cities of Brea, Yorba Linda, Buena Park, Fullerton, La Habra, and Anaheim. Granicus has offered services that include unlimited storage of video content, access to videos available to the public at anytime through the online video portal, indexing to link City Council Agendas items directly to their respective part of the City Council video, and live streaming of Placentia Community Television. Granicus has offered these services with no upfront cost and a low monthly fee with free services until July 2011.

Staff will provide a brief presentation of the live streaming and video archive system. City staff is also exploring adding additional components of the program to assist with managing City Council Agendas, staff reports, and meeting minutes.

**Presenter: Jon Nicks, Neighborhood Services Manager**

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
May 3, 2011  
6:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Board Chair Nelson called the meeting to order at 6:05 P.M.

**ROLL CALL:**

**PRESENT:** Councilmember/Board Members Nelson, Yamaguchi, Aguirre, Wanke

**ABSENT:** Councilmember/Board Member Underhill

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation - M&H Realty Partners v. Orange County Transportation Authority et.al., Orange County Superior Court, Case No. 30-2010-00407159
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – Two (2) Items
4. Pursuant to Government Code Section 54957.6 for Conference with City’s Labor Negotiator as follows:

City Representatives: Troy L. Butzlaff, City Administrator  
Stephen D. Pischel, Director of Administrative Services and  
Community Services

Employee Group: Placentia City Employees Association (PCEA)

5. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation –
  - A. City Administrator
  - B. City Attorney

**RDA:** None

**RECESS:** The City Council/Redevelopment Agency/ICDA reconvened the Regular Meeting at 7:05 p.m.

**ROLL CALL:**

**PRESENT:** Councilmember/Board Members Nelson, Yamaguchi, Aguirre, Wanke

**ABSENT:** Councilmember/Board Member Underhill

**STAFF PRESENT:** City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/General Counsel, Andrew V. Arczynski; City Clerk/ Secretary, Patrick J. Melia;

Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Public Works Director, Steve Drinovsky; Finance Director, Karen Ogawa; Retired Police Chief, James Anderson; Police Chief, Rick Hicks; Police Captain, Ward Smith; Management Analyst, Eduardo De La Torre; Management Analyst, Jeannette Ortega; Recreation Services Manager, Jon Nicks; Deputy City Clerk, Tania Moreno

**INVOCATION:** Gary Drabek, Police Chaplain

**PLEDGE OF ALLEGIANCE:** Councilmember Chad Wanke

**PRESENTATIONS:**

- a. Retirement Recognition of Chief of Police James Anderson

Recipient: James Anderson

Supervisor Shawn Nelson's Office

Presenter: Greg Sowards

Congressman Gary Miller's Office

Presenter: Shaun S. Rundle

Assemblymember Chris Norby's Office

Presenter: Craig Green

Senator Bob Huff's Office

Presenter: Jody Roberto

Placentia Police Management Association

Presenter: Sergeant Thomas Valentine, President

City of Placentia

Presenter: Mayor Nelson and City Administrator Troy L. Butzlaff

- b. Introduction of New Chief of Police Rick Hicks

Presenter: Mayor Nelson and City Administrator Troy L. Butzlaff

- c. Public Works Recognition Week

Recipient: Director of Public Works Steve Drinovsky

Presenter: Mayor Nelson and City Administrator Troy L. Butzlaff

This presentation was continued to the next scheduled meeting.

- d. Proclamation Designating the Week of May 1-7, 2011, as Public Service Recognition Week, in Placentia, California

Recipient: City Administrator Troy L. Butzlaff

Presenter: Mayor Nelson

- e. Proclamation Designating the Week of May 15-21, 2011, as American Legion Auxiliary Memorial Poppies Week, in Placentia, California

Presenter: Pat Alvarez

**EXECUTIVE SESSION REPORT:** City Attorney/General Counsel Arczynski reported the Council/Boards met in Executive Session to discuss the items listed on the agenda. He noted that there was no reportable action from Executive Session this evening.

**CITY ADMINISTRATOR REPORT:** None

**ORAL COMMUNICATIONS:**

Craig Sowards, Representative Supervisor Shawn Nelson's Office, presented a proclamation to Chief of Police Rick Hicks.

Emil Berezky, resident, spoke in support of item 3.b. He provided City Council with documents related to E-Verify.

Larry LaPlante, Representing Junior United Soccer Association (JUSA), spoke in support of item 3.a.

City Administrator Butzlaff provided an overview of item 3.b.

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

Councilmember Aguirre commented and reported as follows: He wished Retired Chief of Police James Anderson a pleasant retirement, welcomed aboard new Chief of Police Rick Hicks, and wished Councilmember Underhill a quick recovery.

Councilmember Wanke commented and reported as follows: He attended an OCTA meeting on April 28, 2011.

Mayor Pro Tem Yamaguchi commented and reported as follows: Announced an upcoming non-profit event on June 2, 2011 that will be hosted by the Placentia Community Foundation, attended a Water District Facility tour and Yorba Linda Water District Facility tour, attended 4<sup>th</sup> District Supervisor Bicycle event, welcomed aboard new Chief of Police Rick Hicks, and wished Councilmember Underhill a quick recovery.

Mayor Nelson commented and reported as follows: He wished Councilmember Underhill a quick recovery, will be attending a Sanitation District Meeting on May 4, 2011, attended Supervisors Shawn Nelson's quarterly meeting, commented on Governor's plan to take money away from the California Redevelopment Agencies, met with the designers of the downtown parking structure, met with OCTA pertaining the underpass project, attended the Donate Life Run Walk on April 30, 2011, welcomed Chief of Police Rick Hicks, and thanked Retired Chief of Police James Anderson for his service.

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

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

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

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

Financial Impact: None

Recommended Action: Approve

**(APPROVED 4 – 0, as recommended)**

- b. **Minutes  
City Council/RDA Regular Meetings - April 5, 2011 and  
April 19, 2011**  
Recommended Action: Approve  
**(APPROVED 4 – 0, as recommended)**
- c. **City Warrant Register for April 20, 2011 through May 3, 2011**  
Financial Impact: \$895,033.60  
Recommended Action: Approve  
**(APPROVED 4 – 0, as recommended)**
- d. **Agency Warrant Register for April 20, 2011 through May 3, 2011**  
Financial Impact: \$4,301.94  
Recommended Action: Approve  
**(APPROVED 4 – 0, as recommended)**
- e. **Award a Contract to Pavement Coating Company for Construction of  
the FY 2010-2011 Slurry Project and Approval of Plans and  
Specifications Prepared by Harris & Associates for the FY 2010-2011  
Slurry Seal Project**  
Financial Impact: Expense: \$137,952.70 for construction; \$111,973.00  
Budgeted in FY 2010-2011 Budget, Account #333552-6185 J/L 61058,  
\$25,979.70 Budget Transfer from Account #333552-6013 J/L 61004 to  
Account #333552-6185 J/L 61058  
Revenue: Local Proposition 42 Funding - \$111,973.00  
Community Facilities District Funding - \$25,979.70  
Recommended Action: It is recommended that the City Council:  
  - 1) Approve plans and specifications prepared by Harris & Associates dated  
March 31, 2011, for the FY 2010-2011 Slurry Seal Project
  - 2) Award the construction contract to the lowest responsive and responsible  
bidder, Pavement Coating Company, for an amount not to exceed  
\$125,411.55
  - 3) Reject all other bids
  - 4) Authorize the City Administrator, or his designee, to approve construction  
change orders pursuant to the requirements set forth in the construction  
contract and in an aggregate amount not to exceed 10-percent of the  
project construction cost
  - 5) Authorize the City Administrator to execute contract documents on behalf  
of the City, in a form approved by the City Attorney
  - 6) Approve the attached budget resolution appropriating \$25,979.70 to  
Account 333552-6185 J/L 61058 (Capital Projects – FY 2010-2011 Slurry  
Seal Project) from Account 333552-6013 J/L 61004 (Capital Projects –  
Madison Avenue at Bradford Avenue Intersection Improvement Project –  
Right-Of-Way**(APPROVED 4 – 0, as recommended)**
- f. **Approve Cooperative Agreement C-1-2483 Between the Orange  
County Transportation Authority and the City of Placentia for Senior  
Mobility Program**  
Financial Impact:  
Expense: \$9,526 per Fiscal Year – AB2766 Subvention Funds  
Revenue: \$38,106 per Fiscal Year – Measure M Grant from OCTA

Recommended Action: It is recommended that the City Council:

- 1) Approve the Cooperative Agreement C-1-2483 between the Orange County Transportation Authority and the City of Placentia for the Senior Mobility Program and authorize the Mayor to execute the agreement in a form approved by the City Attorney

**(APPROVED 4 – 0, as recommended)**

- g. **Reject all Bids Received for the Kraemer Memorial Park Restroom Renovation and Park Amenities Improvement Project and Authorization to Re-Bid Project**

Financial Impact:

Recommended Action: It is recommended that the City Council:

- 1) Reject all bids received on Monday, April 25, 2011 for the Kraemer Park Restroom and Renovation Project
- 2) Authorize Staff to update bid package and distribute a new Notice Inviting Bids

**(APPROVED 4 – 0, as recommended)**

**COUNCIL CONSENT CALENDAR:** None

**AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL:** None

**AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

- a. **Second Reading and Adoption - Amendment to City Ordinance to Prohibit Dogs From Athletic Fields and Playground Areas**

Financial Impact: Negligible

Recommended Action: It is recommended that the City Council:

- 1) Conduct second reading by title only and adopt, Ordinance O-2011-03, an ordinance of the City Council of the City of Placentia, California, adding a new section 14.08.090(5) to Chapter 14.08 of Title 14 of the Placentia Municipal Code Relating to the prohibition of dogs and specified areas of City parks, including exceptions thereto

**(APPROVED 4 – 0, as recommended)**

City Administrator Butzlaff provided a staff report.

Discussion ensued among Council and City staff regarding this item.

A motion was made by Mayor Nelson, seconded by Councilmember Aguirre, was carried (4 - 0) to adopt Ordinance O-2011-03, an ordinance of the City Council of the City of Placentia, California, adding a new section 14.08.090(5) to Chapter 14.08 of Title 14 of the Placentia

Municipal Code Relating to the prohibition of dogs in specified areas of City parks, including exceptions thereto.

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

b. **Adoption of City Council Resolution Approving and Adopting City of Placentia Policy No. 534 Pertaining to Employment Eligibility Verification**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2011-14, a resolution of the City Council of the City of Placentia approving and adopting a policy procedure for employment eligibility verification
- 2) Authorize the City Administrator to execute all documents related to the implementation of E-Verify

**(APPROVED 4 – 0, as recommended)**

City Administrator Butzlaff provided a staff report.

Discussion ensued among Council and City Staff regarding this item.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Yamaguchi, was carried (4 - 0) to adopt Resolution R-2011-14, a resolution of the City Council of the City of Placentia approving and adopting a policy procedure for employment eligibility verification and to authorize the City Administrator to execute all documents related to the implementation of E-Verify.

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

**4. NEW BUSINESS:**

**COUNCIL NEW BUSINESS:**

a. **Award of Contract for Cost Allocation Plan/Fee Study**

Financial Impact: Expense \$31,775.00

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to enter into a contract, in form approved by the City Attorney, with Willdan Financial Services for a Cost Allocation Plan/Fee Study

**(APPROVED 4 – 0, as recommended)**

City Administrator Butzlaff provided a staff report. He spoke regarding the services being offered by Willdan Financial Services.

Director of Finance Ogawa spoke regarding the firm selection process.

Discussion ensued among Council and City Staff regarding this item.

Willdan Financial Services CEO Frank Tripepi expressed his desire and appreciation for the opportunity to continue to provide services to the City.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Aguirre, was carried (4 - 0) to authorize the City Administrator to enter into a contract, in form approved by the City Attorney, with Willdan Financial Services for a Cost Allocation Plan/Fee Study.

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

**AGENCY NEW BUSINESS:**

b. **Adoption of Resolution Authorizing Payment of 2010-2011 Supplemental Education Revenue Augmentation Fund (SERAF) to the State of California**

Financial Impact: Expense up to \$173,378.00

Recommended Action: It is recommended that the Board of Directors:

- 1) Adopt Resolution RA-2011-09, A resolution of the Redevelopment Agency of the City of Placentia making certain findings with respect to the 2010-11 Payment to the Supplemental Educational Revenue Augmentation Fund and other matters properly relating thereto

**(APPROVED 4 – 0, as recommended)**

Executive Director Butzlaff provided a staff report. He noted the revenue that is taken from the Redevelopment Agency and distributed to various outside agencies.

Discussion ensued among Members and City Staff regarding this item.

General Counsel Arczynski spoke regarding the legal aspects of item 4.b.

A motion was made by Member Wanke, seconded by Member Aguirre, was carried (4 - 0) to adopt Resolution RA-2011-09, a resolution of the Redevelopment Agency of the City of Placentia making certain findings with respect to the 2010-11 payment to the Supplemental Educational Revenue Augmentation Fund (SERAF) and other matters properly relating thereto.

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

**ICDA NEW BUSINESS:** None

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Aguirre requested that the Council give Staff direction to place on the agenda a study session item pertaining to retirement and post employment benefits.

Councilmember Wanke requested that the Council give Staff direction to place on the agenda a study session item pertaining to a review of the most recent audit.

Mayor Nelson requested that the Council give Staff direction to place on the agenda an item pertaining to City street tree maintenance ordinance and sidewalk repair policy.

City Administrator Butzlaff requested that the Council give Staff direction to place on the agenda an item pertaining to the consolidation of the current City policy related to sidewalks repair and street trees ordinance.

**ADJOURNMENT:**

The City Council/ Board Members adjourned at 8:35 p.m. to a Study Session at 5:00 p.m. on May 17, 2011, in memory of Patricia Van Houten.

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PATRICK J. MELIA,  
CITY CLERK/ SECRETARY

ATTEST:

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SCOTT W. NELSON,  
MAYOR/ CHAIR

**City of Placentia  
Warrant Register  
For 05/17/2011**

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

Grand Total:      416,831.32

Fund Name	Warrant Totals by Fund
101-General Fund	133,312.43
225-Asset Seizure	2,881.45
230-Supplemental Law Enforcement	76.33
260-Street Lighting District	134.71
265-Landscape Maintenance	2,628.01
270-Housing and Community Develop.	3,750.00
275-Sewer Maintenance	3,490.32
401-City Capital Projects	28,583.62
501-Refuse Administration	189,277.25
505-CNG Fueling Station	42.69
601-Employee Health & Welfare	8,653.73
605-Risk Management	3,255.53
615-Information Technology	19.68
620-Citywide Services	37,645.88
701-Special Deposits	1,822.65
715-Community Facilities District	1,257.04

Warrant Total:      416,831.32

Void Total:      0.00  
Warrant Total:      416,831.32

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

**1c**  
**May 17, 2011**

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 4/30/11 PD DATE 05/06/11	0037-2170 Deferred Comp Payable - ICMA	PY11009	109.50	2995/1101009		00002313	05/05/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 4/30/11 PD DATE 05/06/11	0048-2170 Deferred Comp Payable - ICMA	PY11009	106.75	2995/1101009		00002313	05/05/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 4/30/11 PD DATE 05/06/11	0043-2170 Deferred Comp Payable - ICMA	PY11009	50.00	2995/1101009		00002313	05/05/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 4/30/11 PD DATE 05/06/11	0029-2170 Deferred Comp Payable - ICMA	PY11009	54.50	2995/1101009		00002313	05/05/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 4/30/11 PD DATE 05/06/11	0038-2170 Deferred Comp Payable - ICMA	PY11009	15.00	2995/1101009		00002313	05/05/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 4/30/11 PD DATE 05/06/11	0010-2170 Deferred Comp Payable - ICMA	PY11009	7,181.78	2995/1101009		00002313	05/05/2011
MW OH	A-I FENCE COMPANY V007378	FENCE RENTAL-BRADFORD MADI	333552-6185 / 6100440600-6185 Construction Services	TK5511A	150.00	56969	P05115	00072563	05/17/2011
MW OH	ABBA TERMITES & PEST CON V000087	APRIL BEE TRAP SERVICE	433654-6130 Repair & Maint/Facilities	TK5511A	180.00	16294B	P04500	00072564	05/17/2011
MW IP	ADMINSURE V004980	MARCH WORKERS COMP CLAIMS	404580-6025 Third Party Administration	ITK50411	180.00	5277	P05026	00072532	05/05/2011
MW OH	ALARM CENTRAL INC. V006825	ALARM MAINT	433654-6127 Alarm Monitoring	TK5511A	95.00	59565	P03859	00072565	05/17/2011
MW OH	ALBERT GROVER & ASSOCI V007111	ROSE DR. SIGNAL UPGRADE	333552-6185 / 6800140141-6185 Construction Services	TK5511A	1,780.00	11115-IN	P03928	00072566	05/17/2011
MW OH	ALL CITY MANAGEMENT SI	3/27-4/9 CROSSING GUARD SRVS	103041-6099	TK5511A	1,780.00	22625	P03640	00072567	05/17/2011

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000005		Other Professional Services						
MW OH	ANAHEIM FULLERTON TOW V006631	FEB TOWING SERVICES	103041-6181 Towing Services	TK5511A	7,873.60		P05136	00072568	05/17/2011
				<b>Vendor Total:</b>					
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK5511A	284.28	502-5773778	P05090	00072569	05/17/2011
				<b>Vendor Total:</b>	5,742.00				
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK5511A	107.43	502-5773779	P05090	00072569	05/17/2011
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK5511A	163.93	502-5814303	P05090	00072569	05/17/2011
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICES	103650-6360 Uniforms	TK5511A	107.43	502-5814304	P05090	00072569	05/17/2011
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK5511A	117.67	502-5854975	P05090	00072569	05/17/2011
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK5511A	67.20	502-5854976	P05090	00072569	05/17/2011
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK5511A	79.80	502-5875273	P05090	00072569	05/17/2011
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK5511A	33.20	502-5875274	P05090	00072569	05/17/2011
				<b>Vendor Total:</b>	960.94				
MW IP	ARCZYNSKI, ANDREW V V005588	APRIL CITY ATTORNEY SRVS	101005-6005 Legal Services	ITK50411	20,484.17	042611	P04854	00072533	05/05/2011
				<b>Vendor Total:</b>	20,484.17				
MW OH	ARREOLA, JOSEPH V007602	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK5511A	50.00	68842		00072570	05/17/2011
				<b>Vendor Total:</b>	50.00				
MW IP	AT & T V006635	MONTHLY LONG DISTANCE CHAF	431010-6215 Telephone	ITK50411	6.21	042511		00072534	05/05/2011

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	Vendor Total: ITK50411	6.21	880.58 042511		00072535	05/05/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	ITK50411	60.93	042511		00072535	05/05/2011
MW IP	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	Vendor Total: ITK50411	941.51		P04641	00072536	05/05/2011
MW IP	BATTERY SYSTEMS V002360	BATTERIES	0043-1505 Auto Supply Inventory	ITK50411	84.28	11-246632	P04641	00072536	05/05/2011
MW IP	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	ITK50411	323.30	11-247059	P04641	00072536	05/05/2011
MW OH	BECKER, ANGELA V007603	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK5511A	502.70	50.00 68855		00072571	05/17/2011
MW OH	BERENS, JENNIFER V007340	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK5511A	50.00	50.00 68840		00072572	05/17/2011
MW OH	BRUCKS, GARY V007587	REIMBURSEMENT-CITATION 0016	100000-4411 Administrative Citations	Vendor Total: TK5511A	50.00	309.09 050311	P05098	00072573	05/17/2011
MW OH	BUREAU VERITAS NORTH / V004481	REVIEW METROLINK PLANS/SPEC	333552-6185 / 61056-6185 Construction Services	Vendor Total: TK5511A	309.09	19,228.50 1114412	P05116	00072574	05/17/2011
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	104070-6315 Office Supplies	Vendor Total: TK5511A	19,228.50	280.84 19002	P04064	00072575	05/17/2011
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	104070-6315 Office Supplies	TK5511A	628.34	19009	P04064	00072575	05/17/2011
MW OH	BUSINESS PRODUCTS DISTI V000152	NAME PLATE - M. LE	102020-6315	TK5511A	13.05	19069	P04912	00072575	05/17/2011

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000152		Office Supplies						
MW OH	BUSINESS PRODUCTS DISTI NAME PLATE - E. HENDRIKSON V000152		102020-6315 Office Supplies	TK5511A	13.05	19069	P04912	00072575	05/17/2011
			<b>Vendor Total:</b>		<b>935.28</b>				
MW OH	BUTZLAFF, TROY V005326	TRAVEL REIMBURSEMENT	101001-6245 Meetings & Conferences	TK5511E	48.53	042611	P05112	00072576	05/17/2011
			<b>Vendor Total:</b>		<b>48.53</b>				
MW OH	CALIFORNIA HAZARDOUS ; REMOVE TEST BOOTS @ GAS PUN V007554		433658-6137 Repair Maint/Equipment	TK5511A	300.00	48038	P05091	00072577	05/17/2011
			<b>Vendor Total:</b>		<b>300.00</b>				
MW OH	CALIFORNIA STATE DISBUY P/E 4/30/11 PD DATE 05/06/11 V004813		0010-2196 Garnishments W/H	PY11009	1,661.62	2700/1101009		00072548	05/05/2011
MW OH	CALIFORNIA STATE DISBUY P/E 4/30/11 PD DATE 05/06/11 V004813		0048-2196 Garnishments W/H	PY11009	83.09	2700/1101009		00072548	05/05/2011
MW OH	CALIFORNIA STATE DISBUY P/E 4/30/11 PD DATE 05/06/11 V004813		0029-2196 Garnishments W/H	PY11009	55.40	2700/1101009		00072548	05/05/2011
			<b>Vendor Total:</b>		<b>1,800.11</b>				
MW OH	CALIFORNIA STATE UNIVEI FEB CSUFPPD IMPOUND FEES V006510		103041-6183 / 50208-6183 CSUF PD Reimburse Impound Fee	TK5511A	1,170.04	FEB 11 CSUFPI	P05139	00072578	05/17/2011
			<b>Vendor Total:</b>		<b>1,170.04</b>				
MW OH	CAMPBELL, DIANNE V007570	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	TK5511A	49.50	922466583		00072579	05/17/2011
			<b>Vendor Total:</b>		<b>49.50</b>				
MW OH	CLEAR CHOICE LIEN SALES CSUFPPD LIEN SERVICES 3/25-4/15 V005847		103041-6182 / 50208-6182 Lien Services	TK5511A	13.00	155	P05137	00072580	05/17/2011
MW OH	CLEAR CHOICE LIEN SALES CSUFPPD LIEN SERVICES 3/25-4/15 V005847		103041-6182 / 50208-6182 Lien Services	TK5511A	13.00	164	P05137	00072580	05/17/2011
MW OH	CLEAR CHOICE LIEN SALES CSUFPPD LIEN SERVICES 3/25-4/15 V005847		103041-6182 / 50208-6182 Lien Services	TK5511A	13.00	169	P05137	00072580	05/17/2011
MW OH	CLEAR CHOICE LIEN SALES CSUFPPD LIEN SERVICES 3/25-4/15 V005847		103041-6182 / 50208-6182 Lien Services	TK5511A	30.00	3307	P05137	00072580	05/17/2011

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES	LIEN SERVICES 12/17-4/15	103041-6182 Lien Services	TK5511A	286.00	155A	P05138	00072580	05/17/2011
	V005847								
MW OH	CLEAR CHOICE LIEN SALES	LIEN SERVICES 12/17-4/15	103041-6182 Lien Services	TK5511A	182.00	160	P05138	00072580	05/17/2011
	V005847								
MW OH	CLEAR CHOICE LIEN SALES	LIEN SERVICES 12/17-4/15	103041-6182 Lien Services	TK5511A	13.00	161	P05138	00072580	05/17/2011
	V005847								
MW OH	CLEAR CHOICE LIEN SALES	LIEN SERVICES 12/17-4/15	103041-6182 Lien Services	TK5511A	169.00	164A	P05138	00072580	05/17/2011
	V005847								
MW OH	CLEAR CHOICE LIEN SALES	LIEN SERVICES 12/17-4/15	103041-6182 Lien Services	TK5511A	260.00	169A	P05138	00072580	05/17/2011
	V005847								
MW OH	CLEAR CHOICE LIEN SALES	LIEN SERVICES 12/17-4/15	103041-6182 Lien Services	TK5511A	325.00	284	P05138	00072580	05/17/2011
	V005847								
MW OH	CLEAR CHOICE LIEN SALES	LIEN SERVICES 12/17-4/15	103041-6182 Lien Services	TK5511A	210.00	3307A	P05138	00072580	05/17/2011
	V005847								
MW OH	CLEAR CHOICE LIEN SALES	LIEN SERVICES 12/17-4/15	103041-6182 Lien Services	TK5511A	30.00	3308	P05138	00072580	05/17/2011
	V005847								
				<b>Vendor Total:</b>	<b>1,544.00</b>				
MW OH	COMMERCIAL AQUATIC SE	MARCH GOMEZ POOL MAINT	104071-6130 / 79169-6130 Repair & Maint/Facilities	TK5511B	300.00	47093	P04877	00072581	05/17/2011
	V005203								
MW OH	COMMERCIAL AQUATIC SE	APRIL GOMEZ POOL MAINT	104071-6130 / 79169-6130 Repair & Maint/Facilities	TK5511B	300.00	47274	P04877	00072581	05/17/2011
	V005203								
MW OH	COMMERCIAL AQUATIC SE	MARCH WHITTEN POOL MAINT	104071-6130 / 79196-6130 Repair & Maint/Facilities	TK5511B	300.00	47094	P04878	00072581	05/17/2011
	V005203								
MW OH	COMMERCIAL AQUATIC SE	APRIL WHITTEN POOL MAINT	104071-6130 / 79196-6130 Repair & Maint/Facilities	TK5511B	300.00	47275	P04878	00072581	05/17/2011
	V005203								
MW OH	COMMERCIAL AQUATIC SE	REBUILD BACKWASH VALVE-WH	104071-6130 / 79196-6130 Repair & Maint/Facilities	TK5511B	650.00	47155	P05028	00072581	05/17/2011
	V005203								
MW OH	COMMERCIAL AQUATIC SE	FEB GOMEZ CHEMICAL DELIVER	433654-6290 Dept. Contract Services	TK5511B	282.75	46807	P05103	00072581	05/17/2011
	V005203								
MW OH	COMMERCIAL AQUATIC SE	FEB GOMEZ CHEMICAL DELIVER	433654-6290	TK5511B	54.33	46969	P05103	00072581	05/17/2011

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005203		Dept. Contract Services						
MW OH	COMMERCIAL AQUATIC SE MARCH GOMEZ CHEMICAL DELIV		433654-6290	TK5511B	361.59	47083	P05103	00072581	05/17/2011
	V005203		Dept. Contract Services						
MW OH	COMMERCIAL AQUATIC SE APRIL GOMEZ CHEMICAL DELIVE		433654-6290	TK5511B	44.43	47259	P05103	00072581	05/17/2011
	V005203		Dept. Contract Services						
MW OH	COMMERCIAL AQUATIC SE APRIL GOMEZ CHEMICAL DELIVE		433654-6290	TK5511B	312.11	47261	P05103	00072581	05/17/2011
	V005203		Dept. Contract Services						
MW OH	COMMERCIAL AQUATIC SE DEC WHITTEN CHEMICAL DELIVE		433654-6290	TK5511B	612.53	46564	P05104	00072581	05/17/2011
	V005203		Dept. Contract Services						
MW OH	COMMERCIAL AQUATIC SE FEB WHITTEN CHEMICAL DELIVE		433654-6290	TK5511B	599.48	46806	P05104	00072581	05/17/2011
	V005203		Dept. Contract Services						
MW OH	COMMERCIAL AQUATIC SE MARCH WHITTEN CHEMICAL DELI		433654-6290	TK5511B	586.43	47082	P05104	00072581	05/17/2011
	V005203		Dept. Contract Services						
MW OH	COMMERCIAL AQUATIC SE APRIL WHITTEN CHEMICAL DELIV		433654-6290	TK5511B	44.33	47260	P05104	00072581	05/17/2011
	V005203		Dept. Contract Services						
				<b>Vendor Total:</b>	<b>4,747.98</b>				
MW OH	COMMUNITY HEALTH CHA P/E 4/30/11 PD DATE 05/06/11		0037-2194	PY11009	1.00	2640/1101009		00072549	05/05/2011
	V000192		CHAD						
MW OH	COMMUNITY HEALTH CHA P/E 4/30/11 PD DATE 05/06/11		0010-2194	PY11009	14.00	2640/1101009		00072549	05/05/2011
	V000192		CHAD						
				<b>Vendor Total:</b>	<b>15.00</b>				
MW OH	COMPUTER SERVICES COM FEB TRAFFIC SIGNAL MAINT		0010-1232	TK5511B	24.25	3859-02077		00072582	05/17/2011
	V000258		Accs Rec/Other Agencies						
MW OH	COMPUTER SERVICES COM FEB TRAFFIC SIGNAL MAINT		0010-1224	TK5511B	73.79	3859-02080		00072582	05/17/2011
	V000258		AR/City of Fullerton						
MW OH	COMPUTER SERVICES COM FEB TRAFFIC SIGNAL MAINT		0010-1232	TK5511B	24.25	3859-02086		00072582	05/17/2011
	V000258		Accs Rec/Other Agencies						
MW OH	COMPUTER SERVICES COM FEB TRAFFIC SIGNAL MAINT		0010-1232	TK5511B	24.25	3859-02098		00072582	05/17/2011
	V000258		Accs Rec/Other Agencies						
MW OH	COMPUTER SERVICES COM FEB TRAFFIC SIGNAL MAINT		0010-1224	TK5511B	24.25	3859-02100		00072582	05/17/2011

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	V000258		AR/City of Fullerton						
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK5511B	48.50	3859-02121	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK5511B	90.60	3859-02122	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	97.00	3859-02076	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	24.25	3859-02077	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	154.80	3859-02078	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	24.59	3859-02080	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	82.14	3859-02081	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	82.14	3859-02082	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	95.01	3859-02083	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	82.14	3859-02084	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	48.50	3859-02085	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	24.25	3859-02086	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	123.54	3859-02089	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	606.16	3859-02092	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM V000258	FEB TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK5511B	355.06	3859-02094	P04766	00072582	05/17/2011

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MW OH	COMPUTER SERVICES COM FEB TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	97.00	3859-02096	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM FEB TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	170.00	3859-02097	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	72.75	3859-02098	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	199.50	3859-02099	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	24.25	3859-02100	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	97.00	3859-02101	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	97.00	3859-02103	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	97.00	3859-02105	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	145.50	3859-02106	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	194.00	3859-02107	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	145.50	3859-02108	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	145.50	3859-02109	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	194.00	3859-02110	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	157.03	3859-02111	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	317.38	3859-02112	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	172.04	3859-02113	P04766	00072582	05/17/2011

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	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	154.80	3859-02115	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	194.00	3859-02118	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	254.03	3859-02119	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	97.00	3859-02120	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	48.50	3859-02121	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	183.94	3859-02122	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	199.50	3859-02123	P04766	00072582	05/17/2011
MW OH	COMPUTER SERVICES COM MARCH TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK5511B	170.00	3859-02125	P04766	00072582	05/17/2011
		<b>Vendor Total:</b>			<b>5,736.69</b>				
MW OH	CRIME PREVENTION OUTRI CRIME PREVENTION WEB NEWSL V006286		213041-6301 Special Department Supplies	TK5511B	299.00	2011-0213-CPC	P05061	00072584	05/17/2011
		<b>Vendor Total:</b>			<b>299.00</b>				
MW OH	DAGLI, SUNAY V007181	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	TK5511B	49.00	68796		00072585	05/17/2011
		<b>Vendor Total:</b>			<b>49.00</b>				
MW OH	DAY LITE MAINTENANCE C BALLFIELD LIGHTS REPAIR V000325		433654-6301 Special Department Supplies	TK5511B	1,546.28	0277762-IN	P05081	00072587	05/17/2011
MW OH	DAY LITE MAINTENANCE C BALLFIELD LIGHTS REPAIR V000325		433654-6301 Special Department Supplies	TK5511B	1,087.71	0277763-IN	P05081	00072587	05/17/2011
		<b>Vendor Total:</b>			<b>2,633.99</b>				
MW OH	DEVICES FOR LIFE	LITHIUM BATTERIES	103043-6301	TK5511B	954.24	604	P04900	00072588	05/17/2011

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	V005915		Special Department Supplies						
MW OH	DEVICES FOR LIFE V005915	LITHIUM BATTERIES	103043-6350 Small Tools/Equipment	TK5511B	1,752.24	604	P04900	00072588	05/17/2011
			<b>Vendor Total:</b>		<b>2,706.48</b>				
MW OH	DIAMOND, JOHN G V007572	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	TK5511B	77.00	90116170		00072589	05/17/2011
			<b>Vendor Total:</b>		<b>77.00</b>				
MW OH	DRABEK, GARY V004197	MARCH STIPEND PAYMENT	103041-5005 / 50065-5005 Salaries/Part-Time	TK5511E	200.00	050311	P05140	00072590	05/17/2011
			<b>Vendor Total:</b>		<b>200.00</b>				
MW IP	E.B.A.& M CORP V000362	MAY DENTAL INSURANCE PREMI	395083-5162 Dental Insurance Premiums	ITK5041I	517.50	MAY 11		00072537	05/05/2011
MW IP	E.B.A.& M CORP V000362	MAY DENTAL INSURANCE PREMI	395000-4720 ISF Dental Ins Reimbursement	ITK5041I	431.25	MAY 11		00072537	05/05/2011
			<b>Vendor Total:</b>		<b>948.75</b>				
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 4/30/11 PD DATE 05/06/11	0010-2196 Garnishments W/H	PY11009	551.93	2711/1101009		00072550	05/05/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 4/30/11 PD DATE 05/06/11	0029-2196 Garnishments W/H	PY11009	31.27	2711/1101009		00072550	05/05/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 4/30/11 PD DATE 05/06/11	0048-2196 Garnishments W/H	PY11009	46.92	2711/1101009		00072550	05/05/2011
			<b>Vendor Total:</b>		<b>630.12</b>				
MW OH	ENTENMANN-ROVIN CO V000342	30 & 40 YEAR SERVICE PINS	101512-6301 Special Department Supplies	TK5511B	141.73	0070064-IN	P04914	00072591	05/17/2011
			<b>Vendor Total:</b>		<b>141.73</b>				
MW IP	ENTERPRISE FLEET SERVIC V000312	APRIL PD LEASE PAYMENT	103042-6165 / 50070-6165 Vehicle Rental	ITK5041I	1,842.51	FBN1933595	P05133	00072538	05/05/2011
			<b>Vendor Total:</b>		<b>1,842.51</b>				
MW OH	ENVIRONMENTAL MANAGI	SITE TESTING-550 CROWTHER	484376-6120 / 10023-6120	TK5511B	590.00	21534	P05092	00072592	05/17/2011

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	V007524		R & M/Sewer & Storm Drain						
MW OH	ENVIRONMENTAL.MANAGI V007524	SITE TESTING-550 CROWTHER	484376-6120 / 10023-6120 R & M/Sewer & Storm Drain	TK5511B	2,515.00	21560	P05092	00072592	05/17/2011
MW OH	FEDEX V000394	SHIPPING CHARGES	333552-6185 / 6105840017-6185 Construction Services	Vendor Total: TK5511B	3,105.00 50.12	7-453-91403	P05078	00072593	05/17/2011
MW OH	FEDEX V000394	DELIVERY CHARGES	101511-6325 Postage	TK5511B	24.25	7-445-92186	P05089	00072593	05/17/2011
MW OH	FERGUSON PRAET & SHERA V000396	LEGAL SERVICES-MCCLARY v PL,	101005-6005 Legal Services	Vendor Total: TK5511B	74.37 1,090.78	14640	P05060	00072594	05/17/2011
MW OH	FLEET SERVICES V007269	GASOLINE-FLEET CARS	433658-6345 Gasoline & Diesel Fuel	Vendor Total: TK5511B	1,090.78 1,880.92	25877428	P04341	00072595	05/17/2011
MW OH	FLORES, MICHAEL V007542	PYB OFFICIATING	104071-6275 / 79376-6275 Officiating	Vendor Total: TK5511B	1,880.92 40.00	03012011	P05055	00072596	05/17/2011
MW OH	GARCIA, MILDA V007604	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: TK5511C	40.00 150.00	68839		00072597	05/17/2011
MW IP	GAS CO, THE V000909	MONTHLY GAS CHARGES	431010-6340 Natural Gas	Vendor Total: ITK50411	150.00 43.70	042811		00072539	05/05/2011
MW OH	GLOE, ALLEN V006892	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK5511C	43.70 100.00	68843		00072598	05/17/2011
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	296561-6335 Water	Vendor Total: ITK50411	100.00 2,277.04	050311		00072540	05/05/2011

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MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	431010-6335 Water	ITK50411	7,707.86	050311		00072540	05/05/2011
MW OH	GONSALVES & SON, JOE V005577	MAY ADVOCACY SERVICES	101001-6099 Other Professional Services	Vendor Total: TK5511C	9,984.90 4,000.00	2475	P03630	00072599	05/17/2011
MW OH	GREAD, GEOFFREY V007608	PARTIAL CLASS REFUND	100000-4340 / 79410-4340 Recreation Programs	Vendor Total: TK5511C	4,000.00 95.00	68849		00072600	05/17/2011
MW OH	GREAT WEST V006983	P/E 4/30/11 PD DATE 05/06/11	0029-2172 Deferred Comp Pay. - Gr West	Vendor Total: PY11009	95.00 5.47	2607/1101009		00072551	05/05/2011
MW OH	GREAT WEST V006983	P/E 4/30/11 PD DATE 05/06/11	0010-2172 Deferred Comp Pay. - Gr West	PY11009	351.45	2607/1101009		00072551	05/05/2011
MW OH	GREAT WEST V006983	P/E 4/30/11 PD DATE 05/06/11	0048-2172 Deferred Comp Pay. - Gr West	PY11009	8.21	2607/1101009		00072551	05/05/2011
MW OH	GWON, DEBORAH V007331	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	Vendor Total: TK5511C	365.13 20.00	68856		00072601	05/17/2011
MW OH	HUSS, JILL V005518	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK5511C	20.00 50.00	68704		00072602	05/17/2011
MW OH	IBARRA, COURTNEY V007606	DEPOSIT REFUND - KRAEMER PAI	100000-4385 / 79175-4385 Facility Rental	Vendor Total: TK5511C	50.00 100.00	68844		00072603	05/17/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	Vendor Total: TK5511C	100.00 16.73	1193981-00	P04648	00072604	05/17/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	TK5511C	123.04	1197096-00	P04648	00072604	05/17/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199	TK5511C	81.05	1199338-00	P04648	00072604	05/17/2011

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	V006506		Other Purchased Property Svc						
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION CONTROLS V006506		103655-6199 Other Purchased Property Svc	TK5511C	15.23	1203542-00	P04648	00072604	05/17/2011
			<b>Vendor Total:</b>		<b>236.05</b>				
MW OH	IN & OUT PAINT & BODY CI PAINT & BODY REPAIR V000520		0043-1505 Auto Supply Inventory	TK5511C	1,067.47	11119	P04640	00072605	05/17/2011
			<b>Vendor Total:</b>		<b>1,067.47</b>				
MW OH	J.H. DOUGLAS & ASSOCIATI PLANNING CONSULTING SERVICE V007589		102531-6017 Special Studies	TK5511C	2,500.00	032311	P05105	00072606	05/17/2011
			<b>Vendor Total:</b>		<b>2,500.00</b>				
MW OH	JEVEC, ANITA V007593	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	TK5511C	120.00	28028		00072607	05/17/2011
			<b>Vendor Total:</b>		<b>120.00</b>				
MW OH	KEY, MATT V007594	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK5511C	50.00	68696		00072608	05/17/2011
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	KICK MIX PRODUCTIONS V007609	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	TK5511E	77.55	123110		00072609	05/17/2011
			<b>Vendor Total:</b>		<b>77.55</b>				
MW OH	KNORR SYSTEMS INC. V000557	WHITTEN POOL SAFETY COVER	104071-6301 / 79196-6301 Special Department Supplies	TK5511C	2,494.16	S1122575	P04608	00072610	05/17/2011
			<b>Vendor Total:</b>		<b>2,494.16</b>				
MW OH	LAW OFFICES OF RICK AUC MARCH LEGAL SRV-WOODRUFF, V006124		101005-6005 / 10017-6005 Legal Services	TK5511C	16,820.35	042511	P05110	00072611	05/17/2011
			<b>Vendor Total:</b>		<b>16,820.35</b>				
MW OH	LAW OFFICES OF RICK AUC MARCH LEGAL SRVS-BECKER AS, V006124		101005-6005 Legal Services	TK5511C	1,212.75	042511A	P05111	00072611	05/17/2011
			<b>Vendor Total:</b>		<b>1,212.75</b>				
MW OH	LEON PICTURE FRAMES V005827	PORTRAIT NAME PLAQUE	102020-6315 Office Supplies	TK5511C	18,033.10	47278	P05086	00072612	05/17/2011
			<b>Vendor Total:</b>		<b>18,033.10</b>				

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MW OH	LJU, CHENGHSIN V007592	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK5511A	19.03	50.00 68694		00072613	05/17/2011
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	103655-6301 Special Department Supplies	Vendor Total: TK5511C	50.00	79.93 147547	P04807	00072614	05/17/2011
MW OH	MARIE CALLENDER PIE SH V001382	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	Vendor Total: TK5511C	79.93	54.45 3322010		00072615	05/17/2011
MW OH	MAXWELL CAR CO V007571	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	Vendor Total: TK5511C	54.45	28.00 90174230		00072616	05/17/2011
MW OH	MAYNOR, DONALD H V007610	CONSULTING SRVS-UTILITY USEF	102020-6099 Other Professional Services	Vendor Total: TK5511E	28.00	1,908.69 DHM5017		00072617	05/17/2011
MW OH	MAYNOR, DONALD H V007610	CONSULTING SRVS-UTILITY USEF	102020-6099 Other Professional Services	TK5511E	2,500.00	DHM5090		00072617	05/17/2011
MW OH	MAYNOR, DONALD H V007610	CONSULTING SRVS-UTILITY USEF	102020-6099 Other Professional Services	TK5511E	2,500.00	DHM5191		00072617	05/17/2011
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	Vendor Total: TK5511C	6,908.69	3.26 6236/5	P03816	00072618	05/17/2011
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK5511C	21.10	6821/5	P03816	00072618	05/17/2011
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK5511C	32.19	7887/5	P03816	00072618	05/17/2011
MW OH	MC FADDEN-DALE HARDW V000635	CREDIT - MISC PARTS	0043-1505 Auto Supply Inventory	TK5511C	-15.44	7894/5	P03816	00072618	05/17/2011
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK5511C	26.54	7897/5	P03816	00072618	05/17/2011

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MW OH	MEJIA, MYRNA V007568	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	Vendor Total: TK5511C	67.65	29.70 922464980		00072619	05/17/2011
MW OH	MILETIC, CHRISTIAN V007595	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK5511C	29.70	50.00 68700		00072620	05/17/2011
MW OH	MONTANEZ, RACHEL V007596	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK5511C	50.00	50.00 68699		00072621	05/17/2011
MW IP	MSI OFFICE FURNITURE LL V007591	CHAIRS FOR COUNCIL CHAMBER:	0044-2041 Public, Education, Govt Fees	Vendor Total: ITK50411	50.00	1,822.65 041411	P05107	00072541	05/05/2011
MW OH	MULLAHEY CHEVROLET V000616	PD VEHICLE SERVICE	0043-1505 Auto Supply Inventory	Vendor Total: TK5511C	1,822.65	1,163.55 CVCS151574	P05075	00072622	05/17/2011
MW OH	MULLAHEY CHEVROLET V000616	PD VEHICLE SERVICE	0043-1505 Auto Supply Inventory	Vendor Total: TK5511C	712.25	712.25 CVCS152125	P05075	00072622	05/17/2011
MW OH	MUSCLE FACTORY V007577	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	Vendor Total: TK5511C	1,875.80	105.65 502462260		00072623	05/17/2011
MW OH	MZN CONSTRUCTION INC V003959	ADDITIONAL HOUSING REHAB - 2	302535-6401 Community Programs	Vendor Total: TK5511C	105.65	3,750.00 0002443-1R	P05077	00072624	05/17/2011
MW OH	NGUYEN, SHERYL V007597	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK5511C	3,750.00	150.00 68702		00072625	05/17/2011
MW OH	NUNGARAY, SAUL V007090	BOOT REIMBURSEMENT	103650-6360 Uniforms	Vendor Total: TK5511D	150.00	76.11 041211	P05056	00072626	05/17/2011

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MW OH	OCE IMAGISTICS INC. V006549	COPIER SUPPLIES	431010-6175 Office Equipment Rental	Vendor Total: ITK50411	76.11				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	Vendor Total: TK5511D	13.05	203813899	P05008	00072542	05/05/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK5511D	13.05	36475	P05088	00072627	05/17/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	TK5511D	143.75	0362551	P05088	00072627	05/17/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK5511D	22.80	0363411	P05088	00072627	05/17/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK5511D	12.25	36489	P05124	00072627	05/17/2011
MW OH	OFSI V000703	MAY COPIER MAINT	431010-6175 Office Equipment Rental	Vendor Total: TK5511D	202.70				
MW OH	OFSI V000703	MAY COPIER MAINT	431010-6175 Office Equipment Rental	TK5511D	357.96	1551654		00072628	05/17/2011
MW OH	OIEN, JANICE L V007578	OVERPAYMENT-BUSINESS LICEN	431010-6175 Office Equipment Rental	TK5511D	1,637.61	1551655		00072628	05/17/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/30/11 PD DATE 05/06/11	100000-4101 Gross Receipts	Vendor Total: TK5511D	1,995.57				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/30/11 PD DATE 05/06/11	0010-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY11009	93.50	29139370		00072629	05/17/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/30/11 PD DATE 05/06/11	0029-2176 PCEA/OCEA Assoc Dues	PY11009	286.71	2610/1101009		00072552	05/05/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/30/11 PD DATE 05/06/11	0048-2176 PCEA/OCEA Assoc Dues	PY11009	10.56	2610/1101009		00072552	05/05/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/30/11 PD DATE 05/06/11	0037-2176 PCEA/OCEA Assoc Dues	PY11009	28.85	2610/1101009		00072552	05/05/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/30/11 PD DATE 05/06/11	0043-2176 PCEA/OCEA Assoc Dues	PY11009	10.58	2610/1101009		00072552	05/05/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/30/11 PD DATE 05/06/11		PY11009	19.24	2610/1101009		00072552	05/05/2011

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/30/11 PD DATE 05/06/11	0010-2196 Garnishments W/H	Vendor Total: PY11009	355.94 112.50	2714/1101009		00072553	05/05/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/30/11 PD DATE 05/06/11	0048-2196 Garnishments W/H	PY11009	22.50	2714/1101009		00072553	05/05/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/30/11 PD DATE 05/06/11	0029-2196 Garnishments W/H	PY11009	15.00	2714/1101009		00072553	05/05/2011
MW OH	ORANGE COUNTY SHERIFF V007556	LAWNS OF ARREST CLASS	102533-6245 Meetings & Conferences	Vendor Total: TK5511D	150.00 48.00	041811	P05079	00072630	05/17/2011
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	Vendor Total: TK5511D	48.00 2,014.25	1020082178	P03801	00072631	05/17/2011
MW OH	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	Vendor Total: TK5511D	34.26	85700	P03929	00072632	05/17/2011
MW OH	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	TK5511D	5.07	86690	P03929	00072632	05/17/2011
MW OH	PATEL, RACHANA V004855	PARTIAL CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	Vendor Total: TK5511D	39.33 30.00	68883		00072633	05/17/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/30/11 PD DATE 05/06/11	0010-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY11009	30.00 7.48	2615/1101009		00072554	05/05/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/30/11 PD DATE 05/06/11	0029-2176 PCEA/OCEA Assoc Dues	PY11009	0.31	2615/1101009		00072554	05/05/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/30/11 PD DATE 05/06/11	0043-2176 PCEA/OCEA Assoc Dues	PY11009	0.50	2615/1101009		00072554	05/05/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/30/11 PD DATE 05/06/11	0037-2176	PY11009	0.27	2615/1101009		00072554	05/05/2011

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	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/30/11 PD DATE 05/06/11	0048-2176 PCEA/OCEA Assoc Dues	PY11009	0.69	2615/1101009		00072554	05/05/2011
			<b>Vendor Total:</b>		<b>9.25</b>				
MW OH	PENA, DIANE V007598	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK5511D	100.00	68698		00072634	05/17/2011
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	PERLAS, RODELIE V007599	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK5511D	50.00	68701		00072635	05/17/2011
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	PERRY, BRIAN V002942	TUITION REIMBURSEMENT JAN-F	431010-5150 Tuition Reimbursement	TK5511E	70.50	042811	P05122	00072636	05/17/2011
			<b>Vendor Total:</b>		<b>70.50</b>				
MW OH	PHOTOGRAPHY BY JOHN W V000812	W PORTRAIT PRINT & CD-C.WANKE	101001-6301 Special Department Supplies	TK5511D	130.39	11339	P05108	00072637	05/17/2011
			<b>Vendor Total:</b>		<b>130.39</b>				
MW OH	PLACENTIA POLICE MANAC V000839	P/E 4/30/11 PD DATE 05/06/11	0010-2180 Police Mgmt Assn Dues	PY11009	995.66	2625/1101009		00072555	05/05/2011
			<b>Vendor Total:</b>		<b>995.66</b>				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 4/30/11 PD DATE 05/06/11	0010-2178 Placentia Police Assoc Dues	PY11009	2,830.44	2620/1101009		00072556	05/05/2011
			<b>Vendor Total:</b>		<b>2,830.44</b>				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 4/30/11 PD DATE 05/06/11	0022-2178 Placentia Police Assoc Dues	PY11009	65.11	2620/1101009		00072556	05/05/2011
			<b>Vendor Total:</b>		<b>2,895.55</b>				
MW OH	PLACENTIA, CITY OF V000822	UNDERCOVER CASH REPLENISH	213041-6301 Special Department Supplies	TK5511D	2,110.00	50311	P03677	00072638	05/17/2011
			<b>Vendor Total:</b>		<b>2,110.00</b>				
MW IP	PRE-PAID LEGAL SERVICES V000847	MARCH LEGAL SERVICES	0043-2192 Police Legal Services	ITK50411	14.96	42811A		00072543	05/05/2011

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MW IP	PRE-PAID LEGAL SERVICES V000847	MARCH LEGAL SERVICES	0037-2192 Police Legal Services	ITK50411	12.44	42811A		00072543	05/05/2011
MW IP	PRE-PAID LEGAL SERVICES V000847	MARCH LEGAL SERVICES	0029-2192 Police Legal Services	ITK50411	11.80	42811A		00072543	05/05/2011
MW IP	PRE-PAID LEGAL SERVICES V000847	MARCH LEGAL SERVICES	0010-2192 Police Legal Services	ITK50411	501.53	42811A		00072543	05/05/2011
MW IP	PRE-PAID LEGAL SERVICES V000847	MARCH LEGAL SERVICES	0022-2192 Police Legal Services	ITK50411	11.22	42811A		00072543	05/05/2011
MW IP	PRE-PAID LEGAL SERVICES V000847	MARCH LEGAL SERVICES	0048-2192 Police Legal Services	ITK50411	33.80	42811A		00072543	05/05/2011
MW OH	QUARTERMASTER UNIFORMS V005761	ADMIN UNIFORMS	103040-6360 Uniforms	TK5511D	585.75			00072639	05/17/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK5511D	114.18	R502230801034	P03668	00072639	05/17/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK5511D	130.48	R502272701019	P03668	00072639	05/17/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK5511D	43.49	R502281701018	P03668	00072639	05/17/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK5511D	237.01	R502281900016	P03668	00072639	05/17/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK5511D	7.76	R502282001012	P03668	00072639	05/17/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK5511D	430.56	R502299400017	P03668	00072639	05/17/2011
MW OH	R.H.F. INC. V003206	RECERT PRO LASER PL21499	103041-6137 / 50045-6137 Repair Maint/Equipment	TK5511D	1,126.58			00072640	05/17/2011
MW OH	R.H.F. INC. V003206	RECERT PRO LASER PL21505	103041-6137 / 50045-6137 Repair Maint/Equipment	TK5511D	101.31	60568	P05084	00072640	05/17/2011
MW OH	R.H.F. INC. V003206	RECERT PRO LASER PL28678	103041-6137 / 50045-6137	TK5511D	85.00	60569	P05084	00072640	05/17/2011

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	V003206		Repair Maint/Equipment						
MW OH	R.H.F. INC. V003206	RECERT PRO LASER PL21506	103041-6137 / 50045-6137 Repair Maint/Equipment	TK5511D	85.00	60570	P05084	00072640	05/17/2011
MW OH	R.H.F. INC. V003206	RECERT PRO LASER PL28677	103041-6137 / 50045-6137 Repair Maint/Equipment	TK5511D	85.00	60571	P05084	00072640	05/17/2011
MW OH	R.H.F. INC. V003206	RECERT PRO LASER PL28679	103041-6137 / 50045-6137 Repair Maint/Equipment	TK5511D	85.00	60574	P05084	00072640	05/17/2011
				<b>Vendor Total:</b>	<b>526.31</b>				
MW OH	REPUBLIC WASTE SERVICE V007205	MARCH REFUSE SERVICES	374386-6101 Disposal	TK5511D	188,497.19	MARCH 11	P04246	00072641	05/17/2011
				<b>Vendor Total:</b>	<b>188,497.19</b>				
MW OH	RLR ELECTRIC V007581	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	TK5511D	45.00	922464018		00072642	05/17/2011
				<b>Vendor Total:</b>	<b>45.00</b>				
MW OH	RODRIGUEZ, NORMA ANN V007600	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK5511D	150.00	68693		00072643	05/17/2011
				<b>Vendor Total:</b>	<b>150.00</b>				
MW OH	SA AQUATICS V002842	MARCH FOUNTAIN MAINT	0010-1220 Accs Rec/Plac Library Dist	TK5511D	142.50	202986		00072644	05/17/2011
MW OH	SA AQUATICS V002842	MARCH FOUNTAIN MAINT	103655-6115 Landscaping	TK5511D	142.50	202986	P03853	00072644	05/17/2011
				<b>Vendor Total:</b>	<b>285.00</b>				
MW OH	SANDOVAL, CLAUDIA V007607	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK5511D	100.00	68841		00072645	05/17/2011
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	SHARP SEATING CO V001221	ROSE PARADE EXCURSION/PARK	104071-6270 Excursions	TK5511D	1,452.50	133503	P05063	00072646	05/17/2011
				<b>Vendor Total:</b>	<b>1,452.50</b>				
MW OH	SHRED-IT LOS ANGELES	SHRED & RECYCLE DOCS	374386-6299	TK5511D	100.95	00333700096	P03933	00072647	05/17/2011

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	V000905		Other Purchased Services						
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE DOCS	374386-6299 Other Purchased Services	TK5511D	500.00	00333737140	P03933	00072647	05/17/2011
			<b>Vendor Total:</b>		<b>600.95</b>				
MW OH	SILVA, GREG V007601	DEPOSIT REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	TK5511D	100.00	68703		00072648	05/17/2011
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	SMITH, DONNA V001269	REFUND-BUSINESS LICENSE TAX	100000-4101 Gross Receipts	TK5511D	58.00	042811		00072649	05/17/2011
			<b>Vendor Total:</b>		<b>58.00</b>				
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	0010-1220 Accts Rec/Plac Library Dist	ITK50411	3,620.66	042911		00072544	05/05/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	0010-1232 Accts Rec/Other Agencies	ITK50411	22.83	042911		00072544	05/05/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	431010-6330 Electricity	ITK50411	12,080.71	042911		00072544	05/05/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	0010-1226 AR/City of Yorba Linda	ITK50411	104.12	042911		00072544	05/05/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	296561-6330 Electricity	ITK50411	100.59	042911		00072544	05/05/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	286560-6330 Electricity	ITK50411	134.71	042911		00072544	05/05/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	0010-1224 AR/City of Fullerton	ITK50411	149.21	042911		00072544	05/05/2011
			<b>Vendor Total:</b>		<b>16,212.83</b>				
MW OH	SPARKLETTES V000967	WATER DELIVERY	431010-6301 Special Department Supplies	TK5511D	145.76	4106122 041711	P03631	00072650	05/17/2011
			<b>Vendor Total:</b>		<b>145.76</b>				
MW IP	STANDARD INSURANCE CO V000904	MAY LTD/LIFE INSURANCE	395083-5163 Life Insurance Premiums	ITK50411	1,049.40	MAY 11		00072545	05/05/2011

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MW IP	STANDARD INSURANCE CO V000904	MAY LTD/LIFE INSURANCE	395000-4725 ISF Life Ins Reimbursements	ITK50411	1,801.45	MAY 11		00072545	05/05/2011
MW IP	STANDARD INSURANCE CO V000904	MAY LTD/LIFE INSURANCE	395000-4730 ISF LTD Ins Reimbursements	ITK50411	4,854.13	MAY 11		00072545	05/05/2011
			<b>Vendor Total:</b>		<b>7,704.98</b>				
MW IP	STAPLES ADVANTAGE V007323	2 DESKS	102021-6855 Furniture & Fixtures	ITK50411	387.56	3147030584	P05097	00072546	05/05/2011
			<b>Vendor Total:</b>		<b>387.56</b>				
MW OH	STEPHEN, JEFFREY V002891	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK5511D	30.31	050211	P05128	00072651	05/17/2011
			<b>Vendor Total:</b>		<b>30.31</b>				
MW OH	SUSAN'S V007576	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	TK5511D	55.55	922464855		00072652	05/17/2011
			<b>Vendor Total:</b>		<b>55.55</b>				
MW OH	TO, ROSE V007573	OVERPAYMENT-BUSINESS LICEN	100000-4101 Gross Receipts	TK5511E	29.70	922466636		00072653	05/17/2011
			<b>Vendor Total:</b>		<b>29.70</b>				
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK5511E	381.59	1017211	P03874	00072654	05/17/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK5511E	230.29	1017285	P03874	00072654	05/17/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK5511E	57.53	1017600	P03874	00072654	05/17/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK5511E	46.55	1019940	P03874	00072654	05/17/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK5511E	162.96	1020815	P03874	00072654	05/17/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK5511E	98.96	1021368	P03874	00072654	05/17/2011
			<b>Vendor Total:</b>		<b>977.88</b>				

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MW OH	TYGOR CONSTRUCTION INC. V006534	CURB & CUTTER SERVICES	103652-6132 Repair & Maintenance/Streets	TK5511E	3,500.00	05-6209	P05085	00072655	05/17/2011
MW OH	TYGOR CONSTRUCTION INC. V006534	CURB & CUTTER SERVICES	103652-6132 Repair & Maintenance/Streets	TK5511E	2,400.00	05-6212	P05085	00072655	05/17/2011
MW OH	TYGOR CONSTRUCTION INC. V006534	CURB & CUTTER SERVICE	103652-6132 Repair & Maintenance/Streets	TK5511E	4,000.00	05-6213	P05085	00072655	05/17/2011
			<b>Vendor Total:</b>		<b>9,900.00</b>				
MW OH	UCEDA, JOSE V005936	GANG SEMINAR-HOTEL, MEAL, PA	213041-6245 Meetings & Conferences	TK5511E	472.45	05311	P05094	00072656	05/17/2011
			<b>Vendor Total:</b>		<b>472.45</b>				
MW OH	UNITED WAY OF ORANGE C V001062	P/E 4/30/11 PD DATE 05/06/11	0010-2193 Charity	PY11009	23.00	2635/1101009		00072558	05/05/2011
MW OH	UNITED WAY OF ORANGE C V001062	P/E 4/30/11 PD DATE 05/06/11	0037-2193 Charity	PY11009	2.00	2635/1101009		00072558	05/05/2011
			<b>Vendor Total:</b>		<b>25.00</b>				
MW OH	Union Bank PARS #674602240 V006596	P/E 4/30/11 PD DATE 05/06/11	0042-2126 Employee PARS/ARS W/H	PY11009	9.84	2012/1101009		00072557	05/05/2011
MW OH	Union Bank PARS #674602240 V006596	P/E 4/30/11 PD DATE 05/06/11	0048-2126 Employee PARS/ARS W/H	PY11009	14.16	2012/1101009		00072557	05/05/2011
MW OH	Union Bank PARS #674602240 V006596	P/E 4/30/11 PD DATE 05/06/11	0043-2126 Employee PARS/ARS W/H	PY11009	99.87	2012/1101009		00072557	05/05/2011
MW OH	Union Bank PARS #674602240 V006596	P/E 4/30/11 PD DATE 05/06/11	0010-2126 Employee PARS/ARS W/H	PY11009	1,463.07	2012/1101009		00072557	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0042-2126 Employee PARS/ARS W/H	ITK50511	4.92	54110		00072561	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0010-2126 Employee PARS/ARS W/H	ITK50511	732.46	54110		00072561	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0042-2131 Employer PARS/ARS Payable	ITK50511	4.92	54110		00072561	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0010-2131	ITK50511	730.60	54110		00072561	05/05/2011

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006596		Employer PARS/ARS Payable						
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0048-2126 Employee PARS/ARS W/H	ITK50511	7.08	54110		00072561	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0043-2131 Employee PARS/ARS Payable	ITK50511	49.94	54110		00072561	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0043-2126 Employee PARS/ARS W/H	ITK50511	49.94	54110		00072561	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0048-2131 Employee PARS/ARS Payable	ITK50511	7.08	54110		00072561	05/05/2011
			<b>Vendor Total:</b>		<b>3,173.88</b>				
MW OH	VANTAGEPOINT TRANSFER P/E 4/30/11 PD DATE 05/06/11 V007191		0010-2170 Deferred Comp Payable - ICMA	PY11009	101.89	2606/1101009		00072559	05/05/2011
MW OH	VANTAGEPOINT TRANSFER P/E 4/30/11 PD DATE 05/06/11 V007191		0048-2170 Deferred Comp Payable - ICMA	PY11009	7.72	2606/1101009		00072559	05/05/2011
MW OH	VANTAGEPOINT TRANSFER P/E 4/30/11 PD DATE 05/06/11 V007191		0029-2170 Deferred Comp Payable - ICMA	PY11009	5.14	2606/1101009		00072559	05/05/2011
			<b>Vendor Total:</b>		<b>114.75</b>				
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK5511E	304.29	377096	P03875	00072657	05/17/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK5511E	299.11	379391	P03875	00072657	05/17/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK5511E	133.77	379392	P03875	00072657	05/17/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK5511E	296.14	383295	P03875	00072657	05/17/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK5511E	297.63	383296	P03875	00072657	05/17/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK5511E	44.59	383297	P03875	00072657	05/17/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK5511E	308.50	383298	P03875	00072657	05/17/2011

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001102		Special Department Supplies						
MW OH	WAGE WORKS INC V000283	P/E 4/30/11 PD DATE 05/06/11	0037-2188 Health Care SSA	Vendor Total: PY11009	1,684.03	0.96 2655/1101009		00072560	05/05/2011
MW OH	WAGE WORKS INC V000283	P/E 4/30/11 PD DATE 05/06/11	0010-2188 Health Care SSA	PY11009	170.09	2655/1101009		00072560	05/05/2011
MW OH	WAGE WORKS INC V000283	P/E 4/30/11 PD DATE 05/06/11	0037-2190 Dependent Care SSA	PY11009	18.46	2660/1101009		00072560	05/05/2011
MW OH	WAGE WORKS INC V000283	P/E 4/30/11 PD DATE 05/06/11	0038-2190 Dependent Care SSA	PY11009	27.69	2660/1101009		00072560	05/05/2011
MW OH	WAGE WORKS INC V000283	P/E 4/30/11 PD DATE 05/06/11	0048-2190 Dependent Care SSA	PY11009	18.47	2660/1101009		00072560	05/05/2011
MW OH	WAGE WORKS INC V000283	P/E 4/30/11 PD DATE 05/06/11	0010-2190 Dependent Care SSA	PY11009	266.16	2660/1101009		00072560	05/05/2011
				Vendor Total:	501.83				
MW OH	WAGGONER, ROBERT V007541	PYB OFFICIATING	104071-6275 / 79376-6275 Officiating	TK5511E	40.00	03012011	P05054	00072658	05/17/2011
				Vendor Total:	40.00				
MW OH	WANKE, CHAD P. V007435	TRAVEL REIMBURSEMENT 3/29/11	101001-6245 Meetings & Conferences	TK5511E	303.96	042711	P05125	00072659	05/17/2011
				Vendor Total:	303.96				
MW OH	WAXIE SANITARY SUPPLY V001132	FLOOR STRIPPER	433654-6301 Special Department Supplies	TK5511E	344.44	72550237	P05082	00072660	05/17/2011
				Vendor Total:	344.44				
MW OH	WESTMINSTER PRESS V001125	PRINTING PLACENTIA QUARTERL	104070-6230 Printing & Binding	TK5511E	4,635.85	0026088-IN	P05141	00072661	05/17/2011
				Vendor Total:	4,635.85				
MW OH	WILLDAN ASSOCIATES V001127	APRIL ENGINEERING SRV	333554-6185 / 6106340011-6185 Construction Services	TK5511E	7,375.00	005-10958	P04937	00072662	05/17/2011

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
		<b>Vendor Total:</b>			<b>7,375.00</b>				
MW OH	WILLDAN FINANCIAL SERV FACILITIES DISTRICT ADMINISTR V005723		476562-6099 Other Professional Services	TK5511E	1,257.04	010-13868	P05096	00072663	05/17/2011
MW OH	WILLDAN FINANCIAL SERV FY 09/10 DISCLOSURE SERVICES V005723		102021-6099 Other Professional Services	TK5511E	250.00	010-13956	P05121	00072663	05/17/2011
		<b>Vendor Total:</b>			<b>1,507.04</b>				
MW IP	YORBA LINDA WATER DIST MONTHLY WATER CHARGES V001148		431010-6335 Water	ITK50411	517.96	052511		00072547	05/05/2011
		<b>Vendor Total:</b>			<b>517.96</b>				
MW OH	ZUMAR INDUSTRIES INC STREET SIGNS V001156		103652-6310 Street Signs	TK5511E	11.31	0129336	P04309	00072664	05/17/2011
		<b>Vendor Total:</b>			<b>11.31</b>				
		<b>Type Total:</b>			<b>409,313.79</b>				
		<b>Warrant Total:</b>			<b>416,831.32</b>				

**City of Placentia  
Redevelopment Agency Warrant Register  
For 5/17/11**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 3,934.42

Void Total: 0.00  
Warrant Total: 3,934.42

Warrant Totals by Fund  
2,490.00  
1,444.42

Fund Name  
405-Low & Moderate Housing  
410-RDA Capital Projects

Warrant Total: 3,934.42

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

**1d**  
**May 17, 2011**

**City of Placentia  
Warrant Register  
For 05/17/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 4/30/11 PD DATE 05/06/11	0035-2170 Deferred Comp Payable - ICMA	PY11009	388.47	2995/1101009		00002313	05/05/2011
			<b>Vendor Total:</b>		<b>388.47</b>				
			<b>Type Total:</b>		<b>388.47</b>				
MW OH	A C APPRAISALS V007540	LOT APPRAISAL-229 ALTA ST.	347536-6197 Appraisal Fees	TK5511A	400.00	14487	P05109	00072562	05/17/2011
			<b>Vendor Total:</b>		<b>400.00</b>				
MW IP	ARCZYNSKI, ANDREW V V005588	LEGAL SERVICE	357536-6005 Legal Services	ITK50411	726.00	042611B	P04140	00072533	05/05/2011
MW IP	ARCZYNSKI, ANDREW V V005588	LEGAL SERVICES - RDA	347536-6005 Legal Services	ITK50411	2,090.00	042611A	P05143	00072533	05/05/2011
			<b>Vendor Total:</b>		<b>2,816.00</b>				
MW OH	DALEY & HEFT ATTORNEY V005914	MARCH LEGAL SERVICES-METRO	357536-6099 / 61038-6099 Other Professional Services	TK5511B	254.52	38473	P05114	00072586	05/17/2011
			<b>Vendor Total:</b>		<b>254.52</b>				
MW OH	Union Bank PARS #674602240 V006596	P/E 4/30/11 PD DATE 05/06/11	0035-2126 Employee PARS/ARS W/H	PY11009	14.64	2012/1101009		00072557	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0035-2131 Employer PARS/ARS Payable	ITK50511	7.32	54110		00072561	05/05/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/30 PD 5/6/11	0035-2126 Employee PARS/ARS W/H	ITK50511	7.32	54110		00072561	05/05/2011
			<b>Vendor Total:</b>		<b>29.28</b>				
MW OH	WAGE WORKS INC V000283	P/E 4/30/11 PD DATE 05/06/11	0035-2190 Dependent Care SSA	PY11009	46.15	2660/1101009		00072560	05/05/2011
			<b>Vendor Total:</b>		<b>46.15</b>				
			<b>Type Total:</b>		<b>3,545.95</b>				
			<b>Warrant Total:</b>		<b>3,934.42</b>				



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MAY 17, 2011

SUBJECT: JANUARY – MARCH 2011 FINANCIAL UPDATE REPORTS  
(FISCAL YEAR 2010-11)

FINANCIAL  
IMPACT: NONE

### **INTRODUCTION:**

The Finance Department routinely prepares financial reports to update the City Council and the community of the fiscal position of the City. This action receives and files the Financial Update Reports for the period ended March 31, 2011.

### **RECOMMENDATION:**

It is recommended that the City Council receive and file the January – March 2011 Financial Update Reports.

### **DISCUSSION:**

Information contained in this report provides a comprehensive scope of the City's financial activities for the period ended March 31, 2011. The Amended column includes the budget adjustments approved by City Council.

Submitted by:

A handwritten signature in black ink, appearing to read "Karen Ogawa", written over a horizontal line.

Karen Ogawa  
Director of Finance

Reviewed and approved:

A handwritten signature in black ink, appearing to read "Troy L. Butzlaff", written over a horizontal line.

Troy L. Butzlaff ICMA - CM  
City Administrator

Attachments: Financial Update Report

**1e**

**May 17, 2011**

**CITY OF PLACENTIA**

**FINANCIAL UPDATE REPORT**  
**MARCH 2011**

**FISCAL YEAR**  
**2010-11**

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
GENERAL FUND\*\*

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Property Taxes	\$ 11,149,670	\$ 11,149,670	\$ 6,441,503	57.77%	\$ 6,470,901	\$ (29,398)
Sales & Use Taxes	4,219,760	4,219,760	2,987,840	70.81%	2,352,006	635,834
Real Property Taxes	150,000	150,000	71,943	47.96%	98,609	(26,666)
Transient Occupancy Taxes	540,000	540,000	385,123	71.32%	239,231	145,892
Franchise Fees	1,988,000	1,988,000	1,099,201	55.29%	345,750	753,451
Business License	664,067	664,067	619,692	93.32%	696,789	(77,097)
Lease Revenues	869,324	869,324	3,400	0.39%	-	3,400
Per Barrel Tax	40,000	40,000	27,680	69.20%	31,235	(3,555)
Permits	453,000	453,000	488,634	107.87%	355,556	133,078
Fines, Forfeitures & Penalties	646,000	646,000	350,747	54.30%	397,343	(46,596)
Investment Income	226,000	226,000	318,435	140.90%	254,305	64,130
Intergovernmental	113,000	113,000	293,077	259.36%	171,692	121,385
Charges for Services	1,911,600	1,911,600	1,181,537	61.81%	939,592	241,945
Sales of Real Property	1,000	1,000	321,238	32123.80%	240,522	80,716
Refunds & Reimbursements	138,400	138,400	598,809	432.67%	133,873	464,936
Sub-total	\$ 23,109,821	\$ 23,109,821	\$ 15,188,859	65.72%	\$ 12,727,404	\$ 2,461,455
Operating Transfers-In	\$ 4,890,554	\$ 4,890,554	\$ 1,883,092	38.50%	\$ 37,005	\$ 1,846,087
<b>Total Revenues</b>	<b>\$ 28,000,375</b>	<b>\$ 28,000,375</b>	<b>\$ 17,071,951</b>	<b>60.97%</b>	<b>\$ 12,764,409</b>	<b>\$ 4,307,542</b>

\*Amended includes the Mid Year Budget adjustments approved by City Council

\*\* Includes the Economic Uncertainty Fund

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
GENERAL FUND\*\*

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>EXPENDITURES</b>						
Legislative	\$ 907,825	\$ 862,421	\$ 570,205	66.12%	\$ 244,547	\$ 325,658
Administration	1,060,437	1,109,738	729,858	65.77%	566,300	163,558
Finance	823,180	870,050	477,888	54.93%	497,014	(19,126)
Development Services	496,630	538,210	377,254	70.09%	469,384	(92,131)
Public Safety	14,586,779	14,803,635	11,248,761	75.99%	10,212,637	1,036,124
Engineering Services	486,440	487,415	276,393	56.71%	942,290	(665,897)
Maintenance Services	2,146,402	2,373,480	1,406,233	59.25%	846,080	560,152
Community Services	891,478	914,279	631,883	69.11%	642,417	(10,534)
Debt Service	1,397,540	1,407,540	183,109	13.01%	145,353	37,756
Other Expenditures	-	-	-	N/A	-	-
Sub-total	\$ 22,796,711	\$ 23,366,767	\$ 15,901,584	68.05%	\$ 14,566,022	\$ 1,335,561
Operating Transfers-Out	\$ 5,203,664	\$ 5,203,664	\$ -	0.00%	\$ 379	\$ (379)
<b>Total Expenditures</b>	<b>\$ 28,000,375</b>	<b>\$ 28,570,431</b>	<b>\$ 15,901,584</b>	<b>55.66%</b>	<b>\$ 14,566,401</b>	<b>\$ 1,335,183</b>
<b>Net Increase(Decrease) Fund Balance</b>	<b>\$ -</b>	<b>\$ (570,056)</b>	<b>\$ 1,170,367</b>	<b>-205.31%</b>	<b>\$ (1,801,992)</b>	<b>\$ 2,972,359</b>
Fund Balance, July 1 (Actual)	2,215,054	2,215,054	2,215,054			
Fund Balance, June 30	2,215,054	1,644,998	3,385,421			

\*Amended includes the Mid Year Budget adjustments approved by City Council

\*\* Includes the Economic Uncertainty Fund

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
SUMMARY OF OTHER FUND TYPES

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Property Taxes	\$ 4,756,000	\$ 4,756,000	\$ 3,010,833	63.31%	\$ 3,001,820	\$ 9,013
Other Taxes	2,600,000	2,600,000	1,971,584	75.83%	1,772,813	198,771
Intergovernmental	2,224,970	2,230,534	3,089,793	138.52%	2,055,769	1,034,024
Fines and Forfeitures	-	-	-	N/A	-	-
Investment Income	48,000	48,000	576,341	1200.71%	15,727	560,614
Charges for Services	4,595,730	4,595,730	3,022,025	65.76%	1,660,478	1,361,547
Lease Revenues	1,121,386	1,121,386	-	0.00%	-	-
Reimbursements	-	-	(49,960)	N/A	86,804	-
Miscellaneous	300,000	300,000	118,193	39.40%	160,688	(42,495)
Sub-total	<u>\$ 15,646,086</u>	<u>\$ 15,651,650</u>	<u>\$ 11,738,809</u>	<u>75.00%</u>	<u>\$ 8,754,099</u>	<u>\$ 3,121,474</u>
Operating Transfers-In	\$ 15,672,374	\$ 15,672,374	\$ -	0.00%	\$ 139,656	\$ (139,656)
Total Revenues	<u>\$ 31,318,460</u>	<u>\$ 31,324,024</u>	<u>\$ 11,738,809</u>	<u>37.48%</u>	<u>\$ 8,893,755</u>	<u>\$ 2,981,818</u>
<b>EXPENDITURES</b>						
General Government	\$ 3,789,540	\$ 3,719,648	\$ 2,580,449	69.37%	\$ 1,828,252	752,197
Public Safety	339,441	339,441	115,598	34.06%	131,518	(15,920)
Public Works	11,491,515	11,500,274	1,815,505	15.79%	1,884,299	(68,794)
Community Development	200,000	200,000	61,861	30.93%	43,138	18,723
Redevelopment	2,453,145	2,817,425	834,523	29.62%	1,250,200	(415,677)
Landfill and Contractor Charges	2,350,000	2,350,000	1,130,983	48.13%	297,256	833,727
Claims	350,000	428,000	338,538	79.10%	236,151	102,387

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
SUMMARY OF OTHER FUND TYPES

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>EXPENDITURES</b>						
Liability/Insurance Premiums	\$ 1,704,000	\$ 1,735,130	\$ 1,371,286	79.03%	\$ 1,114,626	\$ 256,661
Depreciation Expense	-	-	-	N/A	13,504	(13,504)
Principal	1,295,000	1,295,000	3,779,008	291.82%	530,051	3,248,957
Interest	797,069	797,069	1,439,407	180.59%	768,522	671,905
Miscellaneous	247,000	247,000	709	0.29%	114,013	(113,304)
Sub-total	\$ 25,016,710	\$ 25,428,986	\$ 13,467,868	52.96%	\$ 8,211,531	\$ 5,257,357
Operating Transfers-Out	\$ 4,890,554	\$ 4,890,554	\$ 1,883,092	38.50%	\$ (155,324)	\$ 2,038,417
<b>Total Expenditures</b>	<b>\$ 29,907,264</b>	<b>\$ 30,319,540</b>	<b>\$ 15,350,960</b>	<b>50.63%</b>	<b>\$ 8,056,207</b>	<b>\$ 7,295,774</b>
Net Increase(Decrease) Fund Balance	\$ 1,411,196	\$ 1,004,484	\$ (3,612,151)	-359.60%	\$ 837,548	\$ (4,313,956)
Fund Balance, July 1 (Actual)	24,564,169	24,564,169	24,564,169			
Fund Balance, June 30	25,975,365	25,568,653	20,952,018			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
UTILITY USER TAX

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Other Taxes	\$ 2,600,000	\$ 2,600,000	\$ 1,883,092	72.43%	\$ 1,772,813	\$ 110,279
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ 2,600,000	\$ 2,600,000	\$ 1,883,092	72.43%	\$ 1,772,813	\$ 110,279
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 2,600,000</b>	<b>\$ 2,600,000</b>	<b>\$ 1,883,092</b>	<b>72.43%</b>	<b>\$ 1,772,813</b>	<b>\$ 110,279</b>
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ 2,600,000	\$ 2,600,000	\$ 1,883,092	72.43%	\$ -	\$ 1,883,092
<b>Total Expenditures</b>	<b>\$ 2,600,000</b>	<b>\$ 2,600,000</b>	<b>\$ 1,883,092</b>	<b>72.43%</b>	<b>\$ -</b>	<b>\$ 1,883,092</b>
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ (0)	N/A	\$ 1,772,813	\$ (1,772,813)
Fund Balance, July 1 (Actual)	-	-	-			
Fund Balance, June 30	-	-	(0)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
STATE GAS TAX

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ 1,337,970	\$ 1,337,970	\$ 744,635	55.65%	\$ 293,310	\$ 451,325
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ 1,337,970	\$ 1,337,970	\$ 744,635	55.65%	\$ 293,310	\$ 451,325
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ 1,337,970	\$ 1,337,970	\$ 744,635	55.65%	\$ 293,310	\$ 451,325
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Public Works	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ 1,337,790	\$ 1,337,790	\$ -	0.00%	\$ -	\$ -
Total Expenditures	\$ 1,337,790	\$ 1,337,790	\$ -	0.00%	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ 180	\$ 180	\$ 744,635	413686.11%	\$ 293,310	\$ 451,325
Fund Balance, July 1 (Actual)	718,351	718,351	718,351			
Fund Balance, June 30	718,531	718,531	1,462,986			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
MEASURE M

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ 556,000	\$ 556,000	\$ 347,794	62.55%	\$ 319,290	\$ 28,504
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ 556,000	\$ 556,000	\$ 347,794	62.55%	\$ 319,290	\$ 28,504
Operating Transfers-In	\$ 1,069	\$ 1,069	\$ -	0.00%	\$ -	\$ -
Total Revenues	\$ 557,069	\$ 557,069	\$ 347,794	62.43%	\$ 319,290	\$ 28,504
<b>EXPENDITURES</b>						
Principal	\$ 535,000	\$ 535,000	\$ 535,000	100.00%	\$ -	535,000
Interest	22,069	22,069	11,034	50.00%	23,934	(12,900)
Sub-total	\$ 557,069	\$ 557,069	\$ 546,034	98.02%	\$ 23,934	\$ 522,100
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 557,069	\$ 557,069	\$ 546,034	98.02%	\$ 23,934	\$ 522,100
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ (198,240)	N/A	\$ 295,356	\$ (493,596)
Fund Balance, July 1 (Actual)	2,283	2,283	2,283			
Fund Balance, June 30	2,283	2,283	(195,957)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
AIR QUALITY MANAGEMENT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ 60,000	\$ 60,000	\$ 29,544	49.24%	\$ 28,482	\$ 1,062
Investment Income	5,000	5,000	11	0.22%	-	11
Sub-total	\$ 65,000	\$ 65,000	\$ 29,555	45.47%	\$ 28,482	\$ 1,073
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ 65,000	\$ 65,000	\$ 29,555	45.47%	\$ 28,482	\$ 1,073
<b>EXPENDITURES</b>						
Public Safety	\$ -	\$ -	\$ -	N/A	\$ -	-
Public Works	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ 65,000	\$ 65,000	\$ 29,555	45.47%	\$ 28,482	\$ 1,073
Fund Balance, July 1 (Actual)	239,639	239,639	239,639			
Fund Balance, June 30	304,639	304,639	269,194			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
ASSET SEIZURE FUND

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ -	\$ -	\$ 59,571	N/A	\$ 16,232	\$ 43,339
Fines and Forfeitures	-	-	-	N/A	-	-
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ 59,571	N/A	\$ 16,232	\$ 43,339
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 59,571	N/A	\$ 16,232	\$ 43,339
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Public Safety	204,501	204,501	32,141	15.72%	46,426	(14,286)
Sub-total	\$ 204,501	\$ 204,501	\$ 32,141	15.72%	\$ 46,426	\$ (14,286)
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 204,501	\$ 204,501	\$ 32,141	15.72%	\$ 46,426	\$ (14,286)
Net Increase(Decrease) Fund Balance	\$ (204,501)	\$ (204,501)	\$ 27,430	-13.41%	\$ (30,194)	\$ 57,625
Fund Balance, July 1 (Actual)	82,097	82,097	82,097			
Fund Balance, June 30	(122,404)	(122,404)	109,527			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
TRAFFIC OFFENDER

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ 3,000	\$ 3,000	\$ 1,525	50.83%	\$ 1,800	\$ (275)
Fines and Forfeitures	-	-	-	N/A	-	-
Miscellaneous	-	-	-	N/A	-	-
Sub-total	<u>\$ 3,000</u>	<u>\$ 3,000</u>	<u>\$ 1,525</u>	<u>50.83%</u>	<u>\$ 1,800</u>	<u>\$ (275)</u>
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	<u>\$ 3,000</u>	<u>\$ 3,000</u>	<u>\$ 1,525</u>	<u>50.83%</u>	<u>\$ 1,800</u>	<u>\$ (275)</u>
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	-
Public Safety	-	-	-	N/A	-	-
Sub-total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>N/A</u>	<u>\$ -</u>	<u>\$ -</u>
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>N/A</u>	<u>\$ -</u>	<u>\$ -</u>
Net Increase(Decrease) Fund Balance	\$ 3,000	\$ 3,000	\$ 1,525	50.83%	\$ 1,800	\$ (275)
Fund Balance, July 1 (Actual)	5,952	5,952	5,952			
Fund Balance, June 30	<u>8,952</u>	<u>8,952</u>	<u>7,477</u>			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
SUPPLEMENTAL LAW ENFORCEMENT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ 100,000	\$ 100,000	\$ 61,145	61.15%	\$ 43,127	\$ 18,018
Fines and Forfeitures	-	-	-	N/A	-	-
Investment Income	-	-	-	N/A	-	-
Sub-total	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 61,145</u>	<u>61.15%</u>	<u>\$ 43,127</u>	<u>\$ 18,018</u>
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 61,145</u>	<u>61.15%</u>	<u>\$ 43,127</u>	<u>\$ 18,018</u>
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	-
Public Safety	134,940	134,940	83,457	61.85%	85,091	(1,634)
Sub-total	<u>\$ 134,940</u>	<u>\$ 134,940</u>	<u>\$ 83,457</u>	<u>61.85%</u>	<u>\$ 85,091</u>	<u>\$ (1,634)</u>
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	<u>\$ 134,940</u>	<u>\$ 134,940</u>	<u>\$ 83,457</u>	<u>61.85%</u>	<u>\$ 85,091</u>	<u>\$ (1,634)</u>
Net Increase(Decrease) Fund Balance	\$ (34,940)	\$ (134,940)	\$ (83,457)	61.85%	\$ (85,091)	\$ 1,634
Fund Balance, July 1 (Actual)	21,612	21,612	21,612			
Fund Balance, June 30	<u>(13,328)</u>	<u>(113,328)</u>	<u>(61,845)</u>			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
PARK DEVELOPMENT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ -	N/A	\$ 1	\$ (1)
Miscellaneous	20,000	20,000	118,072	590.36%	37,401	80,671
Sub-total	\$ 20,000	\$ 20,000	\$ 118,072	590.36%	\$ 37,402	\$ 80,670
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ 20,000	\$ 20,000	\$ 118,072	590.36%	\$ 37,402	\$ 80,670
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Community Development	50,000	50,000	47,018	94.04%	37,263	9,755
Sub-total	\$ 50,000	\$ 50,000	\$ 47,018	94.04%	\$ 37,263	\$ 9,755
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 50,000	\$ 50,000	\$ 47,018	94.04%	\$ 37,263	\$ 9,755
Net Increase(Decrease) Fund Balance	\$ (30,000)	\$ (30,000)	\$ 71,054	-236.85%	\$ 139	\$ 70,915
Fund Balance, July 1 (Actual)	414,206	414,206	414,206			
Fund Balance, June 30	384,206	384,206	485,260			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
SEWER CONSTRUCTION

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Other Taxes	\$ -	\$ -	\$ 11,654	N/A	\$ -	\$ 11,654
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ 11,654	N/A	\$ -	\$ 11,654
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 11,654	N/A	\$ -	\$ 11,654
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ 11,654	N/A	\$ -	\$ 11,654
Fund Balance, July 1 (Actual)	161	161	161			
Fund Balance, June 30	161	161	11,815			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
STORM DRAIN CONTRUCTION

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Other Taxes	\$ -	\$ -	\$ 41,832	N/A	\$ -	\$ 41,832
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ 41,832	N/A	\$ -	\$ 41,832
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 41,832	N/A	\$ -	\$ 41,832
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ 41,832	N/A	\$ -	\$ 41,832
Fund Balance, July 1 (Actual)	696	696	696			
Fund Balance, June 30	696	696	42,528			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
THOROUGHFARE CONSTRUCTION

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Other Taxes	\$ -	\$ -	\$ 35,006	N/A	\$ -	\$ 35,006
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ 35,006	N/A	\$ -	\$ 35,006
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 35,006	N/A	\$ -	\$ 35,006
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ 35,006	N/A	\$ -	\$ 35,006
Fund Balance, July 1 (Actual)	2,600	2,600	2,600			
Fund Balance, June 30	2,600	2,600	37,606			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
STREET LIGHTING DISTRICT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ 3,000	\$ 3,000	\$ -	0.00%	\$ -	\$ -
Charges for Services	126,000	126,000	83,365	66.16%	79,369	3,996
Sub-total	\$ 129,000	\$ 129,000	\$ 83,365	64.62%	\$ 79,369	\$ 3,996
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 129,000</b>	<b>\$ 129,000</b>	<b>\$ 83,365</b>	<b>64.62%</b>	<b>\$ 79,369</b>	<b>\$ 3,996</b>
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	-
Public Works	171,700	171,700	212,052	123.50%	54,850	157,202
Sub-total	\$ 171,700	\$ 171,700	\$ 212,052	123.50%	\$ 54,850	\$ 157,202
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 171,700</b>	<b>\$ 171,700</b>	<b>\$ 212,052</b>	<b>123.50%</b>	<b>\$ 54,850</b>	<b>\$ 157,202</b>
Net Increase(Decrease) Fund Balance	\$ (42,700)	\$ (42,700)	\$(128,687)	301.37%	\$ 24,519	\$ (153,206)
Fund Balance, July 1 (Actual)	16,599	16,599	16,599			
Fund Balance, June 30	(26,101)	(26,101)	(112,088)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
LANDSCAPE MAINTENANCE

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Charges for Services	380,730	380,730	230,905	60.65%	226,860	4,045
Sub-total	\$ 380,730	\$ 380,730	\$ 230,905	60.65%	\$ 226,860	\$ 4,045
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ 380,730	\$ 380,730	\$ 230,905	60.65%	\$ 226,860	\$ 4,045
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Public Works	531,310	532,142	175,733	33.02%	94,634	81,099
Sub-total	\$ 531,310	\$ 532,142	\$ 175,733	33.02%	\$ 94,634	\$ 81,099
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 531,310	\$ 532,142	\$ 175,733	33.02%	\$ 94,634	\$ 81,099
Net Increase(Decrease) Fund Balance	\$ (150,580)	\$ (151,412)	\$ 55,172	-36.44%	\$ 132,226	\$ (77,054)
Fund Balance, July 1 (Actual)	394,926	394,926	394,926			
Fund Balance, June 30	244,346	243,514	450,098			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
HOUSING AND COMMUNITY DEVELOPMENT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Miscellaneous	150,000	150,000	-	0.00%	-	-
Sub-total	\$ 150,000	\$ 150,000	\$ -	0.00%	\$ -	\$ -
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ 150,000	\$ 150,000	\$ -	0.00%	\$ -	\$ -
<b>EXPENDITURES</b>						
Community Development	\$ 150,000	\$ 150,000	\$ 14,843	9.90%	\$ 5,875	8,968
Sub-total	\$ 150,000	\$ 150,000	\$ 14,843	9.90%	\$ 5,875	\$ 8,968
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 150,000	\$ 150,000	\$ 14,843	9.90%	\$ 5,875	\$ 8,968
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ (14,843)	N/A	\$ (5,875)	\$ (8,968)
Fund Balance, July 1 (Actual)	(182,678)	(182,678)	(182,678)			
Fund Balance, June 30	\$ (182,678)	\$ (182,678)	\$ (197,521)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
MISCELLANEOUS GRANT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ -	\$ 5,564	\$ 1,499,417	26948.54%	\$ 1,353,528	\$ 145,889
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ -	\$ 5,564	\$ 1,499,417	26948.54%	\$ 1,353,528	\$ 145,889
Operating Transfers-In	\$ -	-	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ 5,564	\$ 1,499,417	26948.54%	\$ 1,353,528	\$ 145,889
<b>EXPENDITURES</b>						
Public Works	\$ 104,340	\$ 104,340	\$ 30,730	29.45%	\$ 3,714	27,016
Sub-total	\$ 104,340	\$ 104,340	\$ 30,730	29.45%	\$ 3,714	\$ 27,016
Operating Transfers-Out	\$ -	-	\$ -	N/A	\$ (359,101)	\$ 359,101
Total Expenditures	\$ 104,340	\$ 104,340	\$ 30,730	29.45%	\$ (355,387)	\$ 386,117
Net Increase(Decrease) Fund Balance	\$ (104,340)	\$ (98,776)	\$ 1,468,687	-1486.89%	\$ 1,708,915	\$ (240,228)
Fund Balance, July 1 (Actual)	(1,178,402)	(1,178,402)	(1,178,402)			
Fund Balance, June 30	\$ (1,282,742)	\$ (1,277,178)	\$ 290,285			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
CITY CAPITAL PROJECTS

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ 168,000	\$ 168,000	\$ -	0.00%	\$ -	\$ -
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ 168,000	\$ 168,000	\$ -	0.00%	\$ -	\$ -
Operating Transfers-In	\$ 9,080,895	\$ 9,080,895	\$ -	0.00%	\$ 145,500	\$ (145,500)
Total Revenues	\$ 9,248,895	\$ 9,248,895	\$ -	0.00%	\$ 145,500	\$ (145,500)
<b>EXPENDITURES</b>						
General Government	\$ -	\$ -	\$ -	N/A	\$ 105,118	(105,118)
Public Works	9,248,895	9,248,895	635,973	6.88%	1,210,217	(574,244)
Sub-total	\$ 9,248,895	\$ 9,248,895	\$ 635,973	6.88%	\$ 1,315,335	\$ (679,363)
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 9,248,895	\$ 9,248,895	\$ 635,973	6.88%	\$ 1,315,335	\$ (679,363)
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ (635,973)	N/A	\$ (1,169,835)	\$ 533,863
Fund Balance, July 1 (Actual)	(499,678)	(499,678)	(499,678)			
Fund Balance, June 30	\$ (499,678)	\$ (499,678)	\$ (1,135,651)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
ORANGETHORPE CORRIDOR

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Intergovernmental	\$ -	\$ -	\$ 346,162	N/A	\$ -	\$ 346,162
Investment Income	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ 346,162	N/A	\$ -	\$ 346,162
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 346,162	N/A	\$ -	\$ 346,162
<b>EXPENDITURES</b>						
Public Works	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ 346,162	N/A	\$ -	\$ 346,162
Fund Balance, July 1 (Actual)	(1,934,204)	(1,934,204)	(1,934,204)			
Fund Balance, June 30	\$ (1,934,204)	\$ (1,934,204)	\$ (1,588,042)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
REFUSE ADMINISTRATION

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ 30,000	\$ 30,000	\$ -	0.00%	\$ -	\$ -
Charges for Services	2,929,000	2,929,000	1,798,440	61.40%	507,511	1,290,929
Sub-total	\$ 2,959,000	\$ 2,959,000	\$ 1,798,440	60.78%	\$ 507,511	\$ 1,290,929
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ 2,959,000	\$ 2,959,000	\$ 1,798,440	60.78%	\$ 507,511	\$ 1,290,929
<b>EXPENDITURES</b>						
Administration	\$ 851,945	\$ 852,916	\$ 343,424	40.26%	\$ -	343,424
Landfill and Contractor Charges	2,350,000	2,350,000	1,130,983	48.13%	297,256	833,727
Sub-total	\$ 3,201,945	\$ 3,202,916	\$ 1,474,407	46.03%	\$ 297,256	\$ 1,177,151
Operating Transfers-Out	\$ 200,000	\$ 200,000	\$ -	0.00%	\$ -	\$ -
Total Expenditures	\$ 3,401,945	\$ 3,402,916	\$ 1,474,407	43.33%	\$ 297,256	\$ 1,177,151
Net Increase(Decrease) Fund Balance	\$ (442,945)	\$ (443,916)	\$ 324,033	-72.99%	\$ 210,255	\$ 113,778
Fund Balance, July 1 (Actual)	1,566,127	1,566,127	1,566,127			
Fund Balance, June 30	\$ 1,123,182	\$ 1,122,212	\$ 1,890,160			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
SEWER MAINTENANCE

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Charges for Services	800,000	800,000	515,129	64.39%	568,738	(53,609)
Sub-total	\$ 800,000	\$ 800,000	\$ 515,129	64.39%	\$ 568,738	\$ (53,609)
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ 800,000	\$ 800,000	\$ 515,129	64.39%	\$ 568,738	\$ (53,609)
<b>EXPENDITURES</b>						
Administration	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Public Works	1,035,930	1,043,801	503,130	48.20%	302,986	200,143
Sub-total	\$ 1,035,930	\$ 1,043,801	\$ 503,130	48.20%	\$ 302,986	\$ 200,143
Operating Transfers-Out	\$ 75,200	\$ 75,200	\$ -	0.00%	\$ 6,903	\$ (6,903)
Total Expenditures	\$ 1,111,130	\$ 1,119,001	\$ 503,130	44.96%	\$ 309,890	\$ 193,240
Net Increase(Decrease) Fund Balance	\$ (311,130)	\$ (319,001)	\$ 11,999	-3.76%	\$ 258,848	\$ (246,849)
Fund Balance, July 1 (Actual)	15,865,790	15,865,790	15,865,790			
Fund Balance, June 30	\$ 15,554,660	\$ 15,546,789	\$ 15,877,789			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
COMPRESSED NATURAL GAS

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Charges for Services	360,000	360,000	394,186	109.50%	278,000	116,186
Sub-total	<u>\$ 360,000</u>	<u>\$ 360,000</u>	<u>\$ 394,186</u>	<u>109.50%</u>	<u>\$ 278,000</u>	<u>\$ 116,186</u>
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	<u>\$ 360,000</u>	<u>\$ 360,000</u>	<u>\$ 394,186</u>	<u>109.50%</u>	<u>\$ 278,000</u>	<u>\$ 116,186</u>
<b>EXPENDITURES</b>						
Administration	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Public Works	399,340	399,396	257,888	64.57%	217,897	39,990
Sub-total	<u>\$ 399,340</u>	<u>\$ 399,396</u>	<u>\$ 257,888</u>	<u>64.57%</u>	<u>\$ 217,897</u>	<u>\$ 39,990</u>
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	<u>\$ 399,340</u>	<u>\$ 399,396</u>	<u>\$ 257,888</u>	<u>64.57%</u>	<u>\$ 217,897</u>	<u>\$ 39,990</u>
Net Increase(Decrease) Fund Balance	\$ (39,340)	\$ (39,396)	\$ 136,298	-345.97%	\$ 60,103	\$ 76,196
Fund Balance, July 1 (Actual)	262,272	262,272	262,272			
Fund Balance, June 30	<u>\$ 222,932</u>	<u>\$ 222,876</u>	<u>\$ 398,570</u>			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCE - BUDGET AND ACTUAL  
 INTERNAL SERVICE FUND - RISK MANAGEMENT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Department Charges	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-In	\$ 1,072,500	\$ 1,072,500	\$ -	0.00%	\$ -	\$ -
Total Revenues	\$ 1,072,500	\$ 1,072,500	\$ -	0.00%	\$ -	\$ -
<b>EXPENDITURES</b>						
Administration	\$ 162,500	\$ 144,500	\$ 119,329	82.58%	\$ 97,796	21,534
Claims	350,000	428,000	338,538	79.10%	236,151	102,387
Liability Insurance Premiums	560,000	591,130	564,473	95.49%	520,034	44,439
Sub-total	\$ 1,072,500	\$ 1,163,630	\$ 1,022,341	87.86%	\$ 853,981	\$ 168,360
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 1,072,500	\$ 1,163,630	\$ 1,022,341	87.86%	\$ 853,981	\$ 168,360
Net Increase(Decrease) Fund Balance	\$ -	\$ (91,130)	\$(1,022,341)	1121.85%	\$ (853,981)	\$ (168,360)
Fund Balance, July 1 (Actual)	1	1	1			
Fund Balance, June 30	\$ 1	\$ (91,129)	\$(1,022,340)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCE - BUDGET AND ACTUAL  
 INTERNAL SERVICE FUND - HEALTH AND WELFARE

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Department Charges	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements	-	-	(49,960)	N/A	86,804	(136,764)
Sub-total	\$ -	\$ -	\$ (49,960)	N/A	\$ 86,804	\$ (136,764)
Operating Transfers-In	\$ 1,337,500	\$ 1,337,500	\$ -	0.00%	\$ -	\$ -
Total Revenues	\$ 1,337,500	\$ 1,337,500	\$ (49,960)	-3.74%	\$ 86,804	\$ (136,764)
<b>EXPENDITURES</b>						
Insurance Premiums	1,144,000	1,144,000	806,813	70.53%	594,592	212,221
Miscellaneous	247,000	247,000	709	0.29%	114,013	(113,304)
Sub-total	\$ 1,391,000	\$ 1,391,000	\$ 807,522	58.05%	\$ 708,605	\$ 98,917
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 1,391,000	\$ 1,391,000	\$ 807,522	58.05%	\$ 708,605	\$ 98,917
Net Increase(Decrease) Fund Balance	\$ (53,500)	\$ (53,500)	\$ (857,482)	1602.77%	\$ (621,801)	\$ (235,681)
Fund Balance, July 1 (Actual)	(25,522)	(25,522)	(25,522)			
Fund Balance, June 30	\$ (79,022)	\$ (79,022)	\$ (883,004)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCE - BUDGET AND ACTUAL  
 INTERNAL SERVICE FUNDS - EQUIPMENT REPLACEMENT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ 37,070	N/A	\$ -	\$ 37,070
Miscellaneous	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ 37,070	N/A	\$ -	\$ 37,070
Operating Transfers-In	\$ -	-	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 37,070	N/A	\$ -	\$ 37,070
<b>EXPENDITURES</b>						
Machinery & Equipment	\$ -	\$ -	\$ -	N/A	\$ 13,504	(13,504)
Interest Expense	-	-	-	N/A	1,021	(1,021)
Sub-total	\$ -	\$ -	\$ -	N/A	\$ 14,525	\$ (14,525)
Operating Transfers-Out	\$ -	-	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	N/A	\$ 14,525	\$ (14,525)
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ 37,070	N/A	\$ (14,525)	\$ 51,595
Fund Balance, July 1 (Actual)	98,543	98,543	98,543			
Fund Balance, June 30	\$ 98,543	\$ 98,543	\$ 135,613			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCE - BUDGET AND ACTUAL  
 INTERNAL SERVICE FUNDS - INFORMATION TECHNOLOGY

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Department Charges	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Miscellaneous	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-In	\$ 364,530	\$ 364,530	\$ -	0.00%	\$ -	\$ -
Total Revenues	\$ 364,530	\$ 364,530	\$ -	0.00%	\$ -	\$ -
<b>EXPENDITURES</b>						
Administration	\$ 364,530	\$ 364,530	\$ 185,978	51.02%	\$ 184,373	1,605
Depreciation Expense	-	-	-	N/A	-	-
Sub-total	\$ 364,530	\$ 364,530	\$ 185,978	51.02%	\$ 184,373	\$ 1,605
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 364,530	\$ 364,530	\$ 185,978	51.02%	\$ 184,373	\$ 1,605
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ (185,978)	N/A	\$ (184,373)	\$ (1,605)
Fund Balance, July 1 (Actual)	266,828	266,828	266,828			
Fund Balance, June 30	\$ 266,828	\$ 266,828	\$ 80,851			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
INTERNAL SERVICE FUNDS - CITYWIDE SERVICES

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Department Charges	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Miscellaneous	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-In	\$ 2,551,880	\$ 2,551,880	\$ -	0.00%	\$ -	\$ -
Total Revenues	\$ 2,551,880	\$ 2,551,880	\$ -	0.00%	\$ -	\$ -
<b>EXPENDITURES</b>						
Administration	\$ 2,410,565	\$ 2,357,702	\$ 1,123,708	47.66%	\$ 1,439,476	(315,768)
Depreciation Expense	-	-	-	N/A	-	-
Sub-total	\$ 2,410,565	\$ 2,357,702	\$ 1,123,708	47.66%	\$ 1,439,476	\$ (315,768)
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ 2,410,565	\$ 2,357,702	\$ 1,123,708	47.66%	\$ 1,439,476	\$ (315,768)
Net Increase(Decrease) Fund Balance	\$ 141,315	\$ 194,178	\$ (1,123,708)	-578.70%	#####	\$ 315,768
Fund Balance, July 1 (Actual)	306,874	306,874	306,874			
Fund Balance, June 30	\$ 448,189	\$ 501,052	\$ (816,834)			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCE - BUDGET AND ACTUAL  
 H. C. D. REHABILITATION LOANS

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ 237	N/A	\$ 294	\$ (57)
Miscellaneous	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ 237	N/A	\$ 294	\$ (57)
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 237	N/A	\$ 294	\$ (57)
<b>EXPENDITURES</b>						
Program Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ 237	N/A	\$ 294	\$ (57)
Fund Balance, July 1 (Actual)	300,531	300,531	300,531			
Fund Balance, June 30	\$ 300,531	\$ 300,531	\$ 300,768			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
ALTA VISTA DISTRICT 85-1

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Miscellaneous	-	-	-	N/A	-	-
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
<b>EXPENDITURES</b>						
Program Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ 300,000	\$ 300,000	\$ -	0.00%	\$ -	\$ -
Total Expenditures	\$ 300,000	\$ 300,000	\$ -	0.00%	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ (300,000)	\$ (300,000)	\$ -	0.00%	\$ -	\$ -
Fund Balance, July 1 (Actual)	123,029	123,029	123,029			
Fund Balance, June 30	\$ (176,971)	\$ (176,971)	\$ 123,029			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
SPECIAL DEPOSITS

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Miscellaneous	-	-	121	N/A	-	121
Sub-total	\$ -	\$ -	\$ 121	N/A	\$ -	\$ 121
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 121	N/A	\$ -	\$ 121
<b>EXPENDITURES</b>						
Administration	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Sub-total	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Net Increase(Decrease) Fund Balance	\$ -	\$ -	\$ 121	N/A	\$ -	\$ 121
Fund Balance, July 1 (Actual)	1,260	1,260	1,260			
Fund Balance, June 30	\$ 1,260	\$ 1,260	\$ 1,381			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
COMMUNITY FACILITIES DISTRICT

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Property Taxes	\$ 2,326,000	\$ 2,326,000	\$ 1,570,162	67.50%	\$ 1,547,581	\$ 22,581
Investment Income	-	-	423,514	N/A	15,432	408,082
Miscellaneous	-	-	-	N/A	-	-
Sub-total	<u>\$ 2,326,000</u>	<u>\$ 2,326,000</u>	<u>\$ 1,993,676</u>	<u>85.71%</u>	<u>\$ 1,563,013</u>	<u>\$ 430,663</u>
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	<u>\$ 2,326,000</u>	<u>\$ 2,326,000</u>	<u>\$ 1,993,676</u>	<u>85.71%</u>	<u>\$ 1,563,013</u>	<u>\$ 430,663</u>
<b>EXPENDITURES</b>						
Administration	\$ -	\$ -	\$ 808,011	N/A	\$ 1,490	806,520
Principal	-	-	2,168,570	N/A	210,000	1,958,570
Interest	-	-	285,959	N/A	130,424	155,534
Sub-total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,262,539</u>	<u>N/A</u>	<u>\$ 341,915</u>	<u>\$ 2,920,625</u>
Operating Transfers-Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,262,539</u>	<u>N/A</u>	<u>\$ 341,915</u>	<u>\$ 2,920,625</u>
Net Increase(Decrease) Fund Balance	\$ 2,326,000	\$ 2,326,000	\$ (1,268,863)	-54.55%	\$ 1,221,098	\$ (2,489,962)
Fund Balance, July 1 (Actual)	4,210,935	4,210,935	4,210,935			
Fund Balance, June 30	<u>\$ 6,536,935</u>	<u>\$ 6,536,935</u>	<u>\$ 2,942,072</u>			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
LOW AND MODERATE HOUSING

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ 10,000	\$ 10,000	\$ 5,836	58.36%	\$ -	\$ 5,836
Miscellaneous	130,000	130,000	-	0.00%	-	-
Sub-total	<u>\$ 140,000</u>	<u>\$ 140,000</u>	<u>\$ 5,836</u>	<u>4.17%</u>	<u>\$ -</u>	<u>\$ 5,836</u>
Operating Transfers-In	\$ 480,000	\$ 480,000	\$ -	0.00%	\$ (5,844)	\$ 5,844
Total Revenues	<u>\$ 620,000</u>	<u>\$ 620,000</u>	<u>\$ 5,836</u>	<u>0.94%</u>	<u>\$ (5,844)</u>	<u>\$ 11,680</u>
<b>EXPENDITURES</b>						
Redevelopment	\$ 411,686	\$ 775,966	\$ 382,231	49.26%	\$ 613,908	(231,677)
Principal	55,000	55,000	60,000	109.09%	127,447	(67,447)
Interest	165,000	165,000	155,368	94.16%	79,873	75,495
Sub-total	<u>\$ 631,686</u>	<u>\$ 995,966</u>	<u>\$ 597,599</u>	<u>60.00%</u>	<u>\$ 821,228</u>	<u>\$ (223,629)</u>
Operating Transfers-Out	\$ 82,336	\$ 82,336	\$ -	0.00%	\$ (122,152)	\$ 122,152
Total Expenditures	<u>\$ 714,022</u>	<u>\$ 1,078,302</u>	<u>\$ 597,599</u>	<u>55.42%</u>	<u>\$ 699,076</u>	<u>\$ (101,477)</u>
Net Increase(Decrease) Fund Balance	\$ (94,022)	\$ (458,302)	\$ (591,763)	129.12%	\$ (704,920)	\$ 113,157
Fund Balance, July 1 (Actual)	2,225,218	2,225,218	2,225,218			
Fund Balance, June 30	<u>\$ 2,131,196</u>	<u>\$ 1,766,916</u>	<u>\$ 1,633,455</u>			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
REDEVELOPMENT AGENCY DEBT SERVICE

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Property Taxes	\$ 2,430,000	\$ 2,430,000	\$ 1,440,671	59.29%	\$ 1,454,239	\$ (13,568)
Lease Revenues	1,121,386	1,121,386	-	0.00%	-	-
Investment Income	-	-	-	N/A	-	-
Sub-total	<u>\$ 3,551,386</u>	<u>\$ 3,551,386</u>	<u>\$ 1,440,671</u>	<u>40.57%</u>	<u>\$ 1,454,239</u>	<u>\$ (13,568)</u>
Operating Transfers-In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Total Revenues	<u>\$ 3,551,386</u>	<u>\$ 3,551,386</u>	<u>\$ 1,440,671</u>	<u>40.57%</u>	<u>\$ 1,454,239</u>	<u>\$ (13,568)</u>
<b>EXPENDITURES</b>						
Redevelopment	\$ 1,123,324	\$ 1,123,324	\$ (15,819)	-1.41%	\$ (13,107)	(2,713)
Principal	705,000	705,000	1,015,438	144.03%	192,603	822,834
Interest	610,000	610,000	987,046	161.81%	533,271	453,776
Sub-total	<u>\$ 2,438,324</u>	<u>\$ 2,438,324</u>	<u>\$ 1,986,664</u>	<u>81.48%</u>	<u>\$ 712,767</u>	<u>\$ 1,273,897</u>
Operating Transfers-Out	\$ 244,677	\$ 244,677	\$ -	0.00%	\$ (185,576)	\$ 185,576
Total Expenditures	<u>\$ 2,683,001</u>	<u>\$ 2,683,001</u>	<u>\$ 1,986,664</u>	<u>74.05%</u>	<u>\$ 527,192</u>	<u>\$ 1,459,473</u>
Net Increase(Decrease) Fund Balance	\$ 868,385	\$ 868,385	\$ (545,993)	-62.87%	\$ 927,047	\$ (1,473,041)
Fund Balance, July 1 (Actual)	-	-	-			
Fund Balance, June 30	<u>\$ 868,385</u>	<u>\$ 868,385</u>	<u>\$ (545,993)</u>			

\*Amended includes the Mid Year Budget adjustments approved by City Council

CITY OF PLACENTIA

REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL  
REDEVELOPMENT AGENCY CAPITAL PROJECTS

PERIOD ENDED March 31, 2011

	Budget Amounts		Actual 03/31/11	% of Budget	Actual 03/31/10	Change from Prior Year
	Original	Amended*				
<b>REVENUES</b>						
Investment Income	\$ -	\$ -	\$ 109,673	N/A	\$ -	\$ 109,673
Miscellaneous	-	-	-	N/A	123,287	(123,287)
Sub-total	\$ -	\$ -	\$ 109,673	N/A	\$ 123,287	\$ (13,614)
Operating Transfers-In	\$ 784,000	\$ 784,000	\$ -	0.00%	\$ -	\$ -
Total Revenues	\$ 784,000	\$ 784,000	\$ 109,673	13.99%	\$ 123,287	\$ (13,614)
<b>EXPENDITURES</b>						
Redevelopment	\$ 918,135	\$ 918,135	\$ 468,111	50.99%	\$ 649,399	(181,288)
Sub-total	\$ 918,135	\$ 918,135	\$ 468,111	50.99%	\$ 649,399	\$ (181,288)
Operating Transfers-Out	\$ 50,551	\$ 50,551	\$ -	0.00%	\$ 504,601	\$ (504,601)
Total Expenditures	\$ 968,686	\$ 968,686	\$ 468,111	48.32%	\$ 1,154,000	\$ (685,889)
Net Increase(Decrease) Fund Balance	\$ (184,686)	\$ (184,686)	\$ (358,438)	194.08%	\$ (1,030,713)	\$ 672,275
Fund Balance, July 1 (Actual)	1,258,123	1,258,123	1,258,123			
Fund Balance, June 30	\$ 1,073,437	\$ 1,073,437	\$ 899,685			

\*Amended includes the Mid Year Budget adjustments approved by City Council





# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MAY 17, 2011

SUBJECT: QUARTERLY CASH BASIS RECORDS AND TRANSFER (FY 2010-11)

FINANCIAL

IMPACT: NONE

### **INTRODUCTION:**

The City adopted City Policy No. 430 Cash Basis Fund Records and Transfer in October 2010. This policy provided procedures for documenting interfund transfers of cash and requires the Director of Finance to report to City Council, on a quarterly basis, the amount of transfer and funds that were utilized. This action receives and files the Cash Basis Transfers for the period ended March 31, 2011.

### **RECOMMENDATION:**

It is recommended that City Council receive and file the Cash Basis Transfer for the period ended March 31, 2011.

### **DISCUSSION:**

The City's revenues are sporadic and received at different times during the Fiscal Year. An example is property tax revenue which is received in December and April. Placing revenue from all Unrestricted Funds into the Cash Basis Fund assists the City to maintain a level cash flow throughout the fiscal year. Should a fund not have an available balance sufficient to pay the demands, City Charter Section 1209 allows for payment using monies from other Unrestricted Funds with the approval of City Council. Proceeds received from tax revenue anticipation notes (TRAN) may also be maintained in the Cash Basis Fund.

The Cash Basis Fund Records and Transfer Policy requires the Director of Finance, on a quarterly basis to report to the City Council for their approval, the amount of fund transfers and the funds involved, that were necessary in order to pay the current demands from the Cash Basis Fund.

**1f**

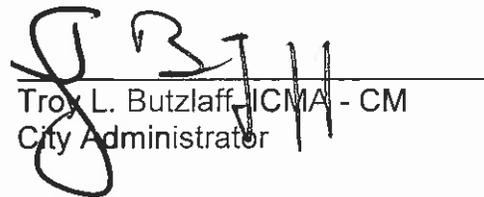
**May 17, 2011**

As of March 31, 2011 there are sufficient funds available to be allocated to funds with deficit cash balances. The information contained in the attached report outlines both the funds with a deficit cash balance at March 31, 2011 and the funding sources which provide cash to cover the short-term cash deficit.

In the event the Director of Finance determines that an Unrestricted Fund to which cash has been allocated, has insufficient cash on hand at the conclusion of the Fiscal Year to reallocate cash to the fund(s) from which the cash was originally allocated, a Reallocation Payment Note shall be prepared and presented for consideration by the City Council. The City Council shall make the final determination of cash allocation and repayment requirements as part of the City's year end reconciliation.

Submitted by:

Reviewed and approved:

  
\_\_\_\_\_  
Karen Ogawa  
Director of Finance  
\_\_\_\_\_  
Troy L. Butzlaff, ICMA - CM  
City Administrator

Attachments:

Deficit Cash Transfers  
Cash Balances

**CITY OF PLACENTIA  
DEFICIT CASH TRANSFERS  
AS OF MARCH 31, 2011**

**DEFICIT CASH BALANCES**

**FUNDING SOURCE**

Fund	Deficit Amount	General Fund	Economic Uncertainty	Landscape Maintenance	Sewer Maintenance	Misc Grants	Refuse Admin	Risk Management	Total Funding Source
Measure M	\$ (195,957)		\$ 195,957						\$ 195,957
Street Lighting District	\$ (112,088)			\$ 112,088					\$ 112,088
Housing and Community Development	\$ (197,522)			\$ 197,522					\$ 197,522
RDA Debt Service	\$ (1,225,334)			\$ 141,000	\$ 1,084,334				\$ 1,225,334
City Capital Projects	\$ (1,829,872)					\$ 1,180,006	\$ 649,866		\$ 1,829,872
RDA Capital Projects	\$ (339,134)						\$ 339,134		\$ 339,134
Orangethorpe Corridor	\$ (1,934,204)				\$ 1,100,000		\$ 834,204		\$ 1,934,204
Employee Health & Welfare	\$ (898,383)	\$ 128	\$ 304,043				\$ 594,211		\$ 898,383
Equipment Replacement	\$ (297,562)	\$ 297,562							\$ 297,562
Information Technology	\$ (185,819)	\$ 185,819							\$ 185,819
Citywide Services	\$ (1,087,401)	\$ 1,087,401							\$ 1,087,401
<b>Total Transfers</b>	<b>\$ (8,303,277)</b>	<b>\$ 1,570,911</b>	<b>\$ 500,000</b>	<b>\$ 450,610</b>	<b>\$ 2,184,334</b>	<b>\$ 1,180,006</b>	<b>\$ 1,823,204</b>	<b>\$ 594,211</b>	<b>\$ 8,303,277</b>
<b>Cash Balance Before Transfer</b>		<b>\$ 1,608,847</b>	<b>\$ 500,000</b>	<b>\$ 450,877</b>	<b>\$ 2,250,938</b>	<b>\$ 1,180,006</b>	<b>\$ 1,892,801</b>	<b>\$ 594,211</b>	<b>\$ 8,477,682</b>
<b>Cash Available After Transfer</b>		<b>\$ 37,936</b>	<b>\$ -</b>	<b>\$ 267</b>	<b>\$ 66,604</b>	<b>\$ -</b>	<b>\$ 69,597</b>	<b>\$ -</b>	<b>\$ 174,404</b>

**CITY OF PLACENTIA**  
**CASH BALANCES**  
 AS OF MARCH 31, 2011

101	General Fund	\$ 1,608,847.06
114	Cash Basis Fund	1,000.00
115	Economic Uncertainty	500,000.00
201	Utility User Tax	-
205	State Gas Tax	1,462,986.10
210	Measure M	(195,956.86)
215	Air Quality Management	269,193.78
225	Asset Seizure	109,527.51
226	Traffic Offender Fund	7,476.83
230	Supplemental Law Enforcement	1,100.64
235	Park Development	485,260.27
240	Sewer Construction	11,815.01
245	Storm Drain Construction	42,527.84
250	Thoroughfare Construction	37,606.07
255	Underground Utilities	39.49
260	Street Lighting District	(112,088.32)
265	Landscape Maintenance	450,877.19
270	Housing and Community Development	(197,521.60)
275	Sewer Maintenance	2,250,938.39
280	Miscellaneous Grants	1,180,006.02
305	RDA Debt Service	(1,225,334.16)
401	City Capital Projects	(1,829,872.06)
405	Low & Moderate Housing	947,649.02
410	RDA Capital Projects	(339,133.79)
425	Orangethorpe Corridor	(1,934,204.47)
501	Refuse Administration	1,892,801.40
505	CNG Fueling Station	118,942.91
601	Employee Health & Welfare	(898,382.98)
605	Risk Management	594,211.47
610	Equipment Replacement	(297,562.39)
615	Information Technology	(185,819.01)
620	Citywide Services	(1,087,401.44)
701	Special Deposits	808,164.34
705	H.C.D. Rehabilitation Loans	9,558.51
710	Alta Vista District 85-1	364,189.33
715	Community Facilities District	1,382,279.89
	Total Cash	<u>\$ 6,233,721.99</u>



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CITY ENGINEER

DATE: MAY 17, 2011

SUBJECT: ADOPTION OF RESOLUTIONS RELATING TO FISCAL YEAR 2011/12 LEVY OF ASSESSMENTS TO THE CITY OF PLACENTIA STREET LIGHTING DISTRICT NO. 81-1 AND SETTING PUBLIC HEARING FOR JULY 19, 2011, AT 7:00 P.M.

FINANCIAL IMPACT:	RECOUPED THROUGH ASSESSMENTS	\$137,477.38
	SINGLE FAMILY RESIDENTIAL:	\$27.38/PARCEL
	COMMERCIAL/INDUSTRIAL:	\$164.28/ACRE
	TENTATIVE/FINAL MAP:	\$8.21/UNIT

### INTRODUCTION:

Annually, the City must adopt resolutions setting a Public Hearing to provide for the Annual Levy of Assessments for the City of Street Lighting District No. 81-1, development of an Engineer's Report and providing for any annexations to the District as proposed. This action will adopt resolutions necessary to set a Public Hearing on July 19, 2011 to provide for the annual levy of assessments and annexation of additional territory into the existing District.

### RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Adopt Resolution R-2011-\_\_\_\_, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND REPORT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR ANNUAL ASSESSMENT LEVY AFTER FORMATION OF A DISTRICT"; and,
2. Adopt Resolution R-2011-\_\_\_\_, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA DECLARING ITS INTENTION TO PROVIDE FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR MAINTENANCE WITHIN LIGHTING DISTRICT NO. 81-1, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON."

**1g**  
**May 17, 2011**

**DISCUSSION:**

Per Resolution No. 81-R-133, adopted by City Council on June 2, 1981, the City of Placentia Street Lighting District No. 81-1 was established pursuant to provisions of the "Landscaping and Lighting Act of 1972," Division 15 of the Streets and Highway Code. The Annual Levy is for the purpose of providing street lighting, and means of assessment for maintenance of same in those existing and newly developing properties designated on the Boundary Map of the District, which is on file in the offices of the City Engineer and City Clerk. An Engineer's Report will be prepared as required by law.

The legal authority for setting the assessments in Street Lighting District 81-1 is set forth in the Landscape and Lighting Act of 1972 found at Streets and Highways Code Sections 22500 et seq. and pertinent provisions of the California Government Code. The District is exempt, and not subject to the procedures and approval processes set forth in Article XIII D, Section 4 of the California Constitution enacted by Proposition 218 on November 5, 1996. The reason is that Proposition 218 also enacted Article XIII D, Sections 5 and 5(b) which exempt assessment districts formed prior to November 6, 1996 and which were formed pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed, provided there is no increase in the amount assessed on a property owner in a particular category from the prior year. District 81-1 was formed prior to November 6, 1996 and pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed. In addition, there is no increase in the rate assessed on a property owner in a particular category for the FY 2011/2012 as compared to FY 2010/2011. Therefore, the District is exempt from the procedures and approval processes of Proposition 218 for the FY 2011/2012.

The attached resolutions will set the time and date of the public hearing to provide for an annual levy and collection of assessments, as well as order the preparation of plans, specifications, cost estimate and Engineer's Report related to the continued operation of the District.

Submitted by:



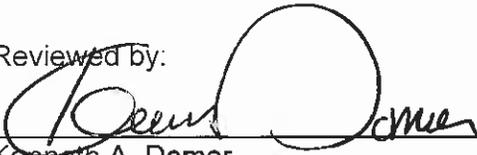
Steve Drinovsky  
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, PCMA-CM  
City Administrator

Reviewed by:



Kenneth A. Domer  
Assistant City Administrator

Attachment: As Stated

RESOLUTION NO. R-2011-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND REPORT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR ANNUAL ASSESSMENT LEVY AFTER FORMATION OF A DISTRICT

A. Recitals.

(i) The CITY COUNCIL of the CITY OF PLACENTIA, CALIFORNIA, desires to initiate proceedings for the annual levy of assessments for a street lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California, in what is known and designated as:

CITY OF PLACENTIA  
STREET LIGHTING DISTRICT 81-1

(hereinafter referred to as the "District"); and

(ii) The proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2011, and ending June 30, 2012; and

(iii) There has been submitted to this City Council for its consideration at this time a map showing the boundaries of the area affected by the levy of the assessment for the above-referenced fiscal year and describing in general the works of improvement proposed to be maintained in said District, said description being sufficient to identify the works of improvement and the area proposed to be assessed for said maintenance thereof; and

(iv) No parcel owner will incur a new or increased rate to be levied for the period July 1, 2011 through June 30, 2012 so as to be defined as an affected parcel owner entitled to receive mailed notice of Public Meetings or Hearings on new or increased assessments; and

(v) Interested parties who have filed written requests for mailed notice of Public Meetings or Hearings on new or increased assessments, if any, have been notified by first class mail giving notice of a public hearing to be held on July 19, 2011; and

(vii) The provisions of said Division 15, Part 2, require a written "Report," consisting of the following:

1. Plans and specifications of the area of the works of improvement to be maintained;
2. An estimate of the costs for maintaining the improvements for the above-referenced fiscal year;
3. A diagram of the area proposed to be assessed;
4. An assessment of the estimated costs for maintenance work for said fiscal year.

**B. Resolution.**

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. That the above recitals are all true and correct.
2. That a map entitled

CITY OF PLACENTIA  
STREET LIGHTING DISTRICT 81-1

as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the works of improvement to be maintained is hereby approved, and a copy thereof shall be on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain of the costs and expenses for said maintenance work.

3. That the proposed maintenance work within the area proposed to be assessed shall be for certain street light maintenance improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

4. That the Assessment Engineer is hereby ordered to prepare and file with this City Council a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

5. That upon completion, said "Report" shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to Sections 22623 and 22624 of said Streets and Highways Code.

APPROVED and ADOPTED this 17th day of May, 2011.

---

SCOTT W. NELSON, MAYOR  
CITY OF PLACENTIA

ATTEST:

---

PATRICK J. MELIA, CITY CLERK  
CITY OF PLACENTIA

STATE OF CALIFORNIA

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI, CITY ATTORNEY

STATE OF CALIFORNIA  
COUNTY OF ORANGE  
CITY OF PLACENTIA

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. \_\_\_\_\_ was duly passed, approved and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, all at the regular meeting of the said City Council held on the 17th day of May, 2011, and that the same was passed and adopted by the following vote:

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

Executed this 17th day of May, 2011, at Placentia, California.

---

PATRICK J. MELIA, CITY CLERK  
CITY OF PLACENTIA  
STATE OF CALIFORNIA

RESOLUTION NO. R-2011-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF  
PLACENTIA DECLARING ITS INTENTION TO PROVIDE FOR  
THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS  
FOR MAINTENANCE WITHIN LIGHTING DISTRICT NO. 81-  
1, PURSUANT TO THE PROVISIONS OF DIVISION 15,  
PART 2, OF THE CALIFORNIA STREETS AND HIGHWAYS  
CODE AND SETTING THE TIME AND PLACE FOR A PUBLIC  
HEARING THEREON.

A. Recitals.

(i) The City Council of the City of Placentia, in 1981, formed a street lighting district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 ("Act"), Division 15, Part 2, of the California Streets and Highways Code, CITY OF PLACENTIA STREET LIGHTING DISTRICT NO. 81-1 ("District").

(ii) Proposition 218 adopted November 5, 1996 added Articles XIII C and XIII D to the California Constitution providing, at Article XIII D, § 5, that new assessment districts formed after November 6, 1996 and assessment increases in existing assessment districts be subject to specified procedures and approval processes set forth in Article XIII D, § 4.

(iii) California Constitution Article XIII D, §§ 5 and 5 (b), provides that any assessment imposed in an assessment district formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time such district was formed and the assessment initially imposed, provided there is no increase in the amount assessed on an owner in a particular category of assessment unit, shall be exempt from the procedures and approval process set forth in Article XIII D, § 4.

(iv) The District was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed.

(v) There is no increase in the amount proposed to be assessed on any parcel within the District in any category of assessment unit, for the period from Fiscal Year 2010-11 to Fiscal Year 2011-12, thereby rendering the District exempt from the procedures and approval process set forth in Article XIII D, § 4.

(vi) The City Council desires, pursuant to the provisions of the Act to provide for the annual levy of assessments for the 2011-2012 Fiscal Year, to provide for the costs and expenses reasonably necessary for the maintenance of improvements within said District.

(vii) The assessment engineer's has presented a report ("Report"), as required by law, setting forth the reasonably necessary maintenance for Fiscal Year 2011-2012 and setting forth the recommended levy therefor.

**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 public interest and convenience requires the annual levy and collection of special assessments for the continual maintenance of improvements, to serve and benefit said District as said area is delineated on the District map previously approved by this City Council, and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Report of the Engineer, incorporated herein as a part hereof.

3. The Report, setting forth the reasonably necessary maintenance for Fiscal Year 2011-2012 and setting forth the recommended levy therefor, hereby is received and is directed to be filed in the Office of the City Clerk.

4. The public interest and convenience requires, and it is the intention of this City Council to order, the reasonably necessary maintenance for Fiscal Year 2011-2012.

5. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City in substantially the following form:

"NOTICE IS HEREBY GIVEN THAT TUESDAY, JULY 19, 2011, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN

AVENUE, PLACENTIA, THE CITY COUNCIL SHALL CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGARDING THE LEVEL OF MAINTENANCE AND THE LEVY OF ASSESSMENTS WITHIN AND UPON ALL PROPERTY WITHIN **LIGHTING DISTRICT NO. 81-1**. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING."

6. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

7. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed:

Michael McConaha  
Engineering Department  
City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870  
(714) 993-8131

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of May, 2011.

---

SCOTT W. NELSON, MAYOR  
CITY OF PLACENTIA

ATTEST:

---

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution was

adopted at a regular meeting of the City Council held on the 17<sup>th</sup>  
day of May, 2011 by the following vote:

AYES:COUNCILMEMBERS:

NOES:COUNCILMEMBERS:

ABSENT:COUNCILMEMBERS:

ABSTAIN:COUNCILMEMBERS:

---

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 17, 2011

SUBJECT: ADOPTION OF RESOLUTIONS RELATING TO FY 2011/12 LEVY OF ASSESSMENTS FOR THE CITY OF PLACENTIA LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 AND SETTING A PUBLIC HEARING FOR JULY 19, 2011, AT 7:00 P.M.

FINANCIAL

IMPACT: RECOUPED THROUGH ASSESSMENTS: \$395,898.66  
SINGLE FAMILY RESIDENTIAL: \$154.87/PARCEL  
COMMERCIAL/INDUSTRIAL: \$1,548.70/ACRE  
MULTIPLE FAMILY RESIDENTIAL: \$108.41/UNIT  
UNDEVELOPED: \$774.35/ACRE

### INTRODUCTION:

Annually the City Council must establish the assessment to be collected by the City for landscape maintenance within the boundaries of the Placentia Landscape Maintenance District No. 92-1. This action will adopt resolutions necessary to set a Public Hearing on July 19, 2011 to provide for the annual levy of assessments for the District.

### RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Adopt Resolution R-2011-\_\_\_, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND REPORT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR ANNUAL ASSESSMENT LEVY AFTER FORMATION OF A DISTRICT;" and,
2. Adopt Resolution R-2011-\_\_\_, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA DECLARING ITS INTENTION TO PROVIDE FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR MAINTENANCE WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 92-1, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND SETTING THE TIME AND PLACE FOR PUBLIC A HEARING THEREON."

**1h**

**May 17, 2011**

**DISCUSSION:**

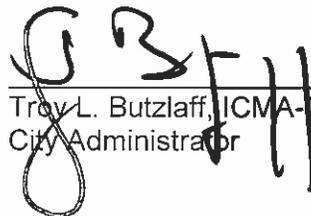
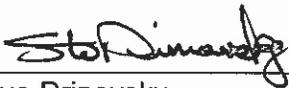
Per Resolution No. 92-R-123, adopted by the City Council on May 2, 1992, the City of Placentia Landscape Maintenance District No. 92-1 was established pursuant to the provisions of the "Landscaping and Lighting Act of 1972," Division 15 of the Streets and Highway Code. The Annual Levy of Assessments is for the purpose of providing landscape maintenance, and means of assessments for maintenance of same in those newly developing areas designated on the Boundary Map of the District, which is on file in the offices of the City Engineer and City Clerk. An Engineer's Report will be prepared as required by law.

The legal authority for setting the assessments in Landscape Maintenance District 92-1 is set forth in the Landscape and Lighting Act of 1972 found at Streets and Highways Code Sections 22500 et seq. and pertinent provisions of the California Government Code. The District is exempt, and not subject to the procedures and approval processes set forth in Article XIII D, Section 4 of the California Constitution enacted by Proposition 218 on November 5, 1996. The reason is that Proposition 218 also enacted Article XIII D, Sections 5 and 5(b) which exempt assessment districts formed prior to November 6, 1996 and which were formed pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed, provided there is no increase in the amount assessed on a property owner in a particular category from the prior year. In Placentia, District 92-1 was formed prior to November 6, 1996 and pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed. In addition, there is no increase in the amount assessed on a property owner in a particular category of assessment unit for the FY 2011/12 as compared to FY 2010/11. Therefore, the District is exempt from the procedures and approval processes of Proposition 218 for the FY 2011/12.

Two resolutions have been prepared for Council consideration. The first resolution orders the preparation of plans, specification, cost estimate and diagram to prepare an "Engineer's Annual Levy Report". The second resolution provides for the annual levy and collection of assessments, as well as establishes July 19, 2011 as the Public Hearing date.

Submitted by:

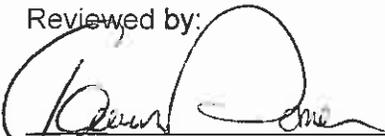
Reviewed and approved:



Steve Drinovsky  
Director of Public Works

Troy L. Butzlaff, ICMA-CM  
City Administrator

Reviewed by:



Kenneth A. Domer  
Assistant City Administrator

Attachment: As Stated

RESOLUTION NO. R-2011-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND REPORT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR ANNUAL ASSESSMENT LEVY AFTER FORMATION OF A DISTRICT

**A. Recitals.**

(i) The CITY COUNCIL of the CITY OF PLACENTIA, CALIFORNIA, desires to initiate proceedings for the annual levy of assessments for a landscape maintenance district pursuant to the terms and provision of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California, in what is known and designated as:

CITY OF PLACENTIA  
LANDSCAPE MAINTENANCE DISTRICT 92-1

(hereinafter referred to as the "District"); and

(ii) The proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2011, and ending June 30, 2012; and

(iii) There has been submitted to this City Council for its consideration at this time a map showing the boundaries of the area affected by the levy of the assessment for the above-referenced fiscal year showing and describing in general the works of improvement proposed to be maintained in said District, said description being sufficient to identify the works of improvement and the area proposed to be assessed for said maintenance thereof; and

(iv) No parcel owner will incur a new or increased assessment to be levied for the period July 1, 2011 through June 30, 2012 so as to be defined as an affected parcel owner entitled to receive mailed notice of Public Meetings or Hearings on new or increased assessments; and

(v) Interested parties who have filed written requests for mailed notice of Public Meetings or Hearings on new or increased assessments, if any, have been notified by first class

mail giving notice of a public hearing to be held on July 19, 2011; and

(vi) The provisions of said Division 15, Part 2, require a written "Report," consisting of the following:

1. Plans and specifications of the area of the works of improvement to be maintained;
2. An estimate of the costs for maintaining the improvements for the above-referenced fiscal year;
3. A diagram of the area proposed to be assessed;
4. An assessment of the estimated costs for maintenance work for said fiscal year.

**B. Resolution.**

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

1. That the above recitals are all true and correct.
2. That a map entitled

CITY OF PLACENTIA  
LANDSCAPE MAINTENANCE DISTRICT 92-1  
ANNUAL LEVY

as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the works of improvement to be maintained is hereby approved, and a copy thereof shall be on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

3. That the proposed maintenance work within the area proposed to be assessed shall be for certain landscape maintenance improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

4. That the City Engineer is hereby ordered to prepare and file with this City Council a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

5. That upon completion, said "Report" shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to Sections 22623 and 22624 of said Streets and Highways Code.

APPROVED and ADOPTED this 17th day of May, 2011.

\_\_\_\_\_  
SCOTT W. NELSON, MAYOR  
CITY OF PLACENTIA

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 No. was adopted at a regular meeting of the City Council held on the 17th day of May, 2011 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

RESOLUTION NO. R-2011-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF  
PLACENTIA DECLARING ITS INTENTION TO PROVIDE FOR  
THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS  
FOR MAINTENANCE WITHIN LANDSCAPE MAINTENANCE  
DISTRICT NO. 92-1, PURSUANT TO THE PROVISIONS OF  
DIVISION 15, PART 2, OF THE CALIFORNIA STREETS  
AND HIGHWAYS CODE AND SETTING THE TIME AND PLACE  
FOR A PUBLIC HEARING THEREON.

A. Recitals.

(i) The City Council of the City of Placentia, in 1992, formed a landscape maintenance district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 ("Act"), Division 15, Part 2, of the California Streets and Highways Code, CITY OF PLACENTIA LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 ("District").

(ii) Proposition 218 adopted November 5, 1996 added Articles XIII C and XIII D to the California Constitution providing, at Article XIII D, § 5, that new assessment districts formed after November 6, 1996 and assessment increases in existing assessment districts be subject to specified procedures and approval processes set forth in Article XIII D, § 4.

(iii) California Constitution Article XIII D, §§ 5 and 5 (b), provides that any assessment imposed in an assessment district formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time such district was formed and the assessment initially imposed, provided there is no increase in the amount assessed on an owner in a particular category of assessment unit, shall be exempt from the procedures and approval process set forth in Article XIII D, § 4.

(iv) The District was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed.

(v) There is no increase in the amount proposed to be assessed on any parcel within the District in any category of assessment unit, for the period from Fiscal Year 2010-11 to Fiscal Year 2011-12, thereby rendering the District exempt from the procedures and approval process set forth in Article XIII D, § 4.

(vi) The City Council desires, pursuant to the provisions of the Act to provide for the annual levy of assessments for the 2011-2012 Fiscal Year, to provide for the costs and expenses reasonably necessary for the maintenance of improvements within said District.

(vii) The assessment engineer's has presented a report ("Report"), as required by law, setting forth the reasonably necessary maintenance for Fiscal Year 2011-2012 and setting forth the recommended levy therefore.

**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 public interest and convenience requires the annual levy and collection of special assessments for the continual maintenance of improvements, to serve and benefit said District as said area is delineated on the District map previously approved by this City Council, and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Report of the Engineer, incorporated herein as a part hereof.

3. The Report, setting forth the reasonably necessary maintenance for Fiscal Year 2011-2012 and setting forth the recommended levy therefore, hereby is received and is directed to be filed in the Office of the City Clerk.

4. The public interest and convenience requires, and it is the intention of this City Council to order, the reasonably necessary maintenance for Fiscal Year 2011-2012.

5. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City in substantially the following form:

"NOTICE IS HEREBY GIVEN THAT TUESDAY, JULY 19, 2011, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN AVENUE, PLACENTIA, THE CITY COUNCIL SHALL

CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGARDING THE LEVEL OF MAINTENANCE AND THE LEVY OF ASSESSMENTS WITHIN AND UPON ALL PROPERTY WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 92-1. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING."

6. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

7. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed:

Michael McConaha  
Engineering Department  
City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870  
(714) 993-8131

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of May, 2011.

---

SCOTT W. NELSON, MAYOR  
CITY OF PLACENTIA

ATTEST:

---

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 17<sup>th</sup> day of May, 2011 by the following vote:

AYES:COUNCILMEMBERS:

NOES:COUNCILMEMBERS:

ABSENT:COUNCILMEMBERS:

ABSTAIN:COUNCILMEMBERS:

---

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 17, 2011

SUBJECT: ACCEPTANCE OF CONSTRUCTION WORK FOR THE VAN BUREN STREET IMPROVEMENT PROJECT

FINANCIAL  
IMPACT: EXPENSE: \$124,621.64 BUDGETED ACCOUNT 333552-6185  
J/L 61057 (CONSTRUCTION CAPITAL PROJECTS)  
REVENUE: \$124,621.64 ACCOUNT 500000-4201 J/L 61057  
(\$125,000 FEDERAL CDBG FUNDS)

### **INTRODUCTION:**

The project is located on Van Buren Street, south of the Burlington Northern Santa Fe Railway tracks to Sierra Madre Circle. The project included pavement reconstruction, grinding with cold plane, and rubberized asphalt overlay. This action will conclude the project and authorize filing a "Notice of Completion" with the Orange County Clerk Recorder's Office in the amount of \$124,621.64.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Accept contract work performed by United Paving Company for construction of the Van Buren Street Improvement Project in the total amount of \$124,621.64.
2. Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project.
3. Authorize the City Engineer to release retention funds in accordance with the terms of the contract.

### **DISCUSSION:**

This project complements a completed Safe Routes to School Project that provided safe crossing over an existing storm channel. The Community Development Block Grant Program (CDBG) has allowed for further improvements in the Atwood Area. The roadway along Van Buren Street was at the end of its useful life and reconstruction was needed to prevent further deterioration of the street, which adversely affected the neighborhood.

Acceptance of Construction – Van Buren Street Improvement Project

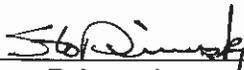
May 17, 2011

Page 2

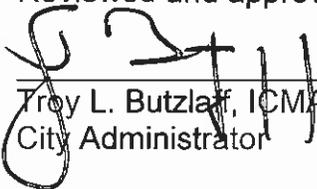
On February 15, 2011, the City Council awarded a contract to United Paving Company in an amount of \$108,446 for construction of this project. The funding source for the project is \$125,000 of CDBG Funds.

The project was completed on April 8, 2011. The project had two change orders in the amount of \$3,800 and increased quantities in the amount of \$12,375.64. Total construction costs including approved change orders and increased quantities is \$124,621.64. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Recorder's Office for this project. In addition, the City Engineer is prepared to release \$12,462.16, which is the amount held in retention.

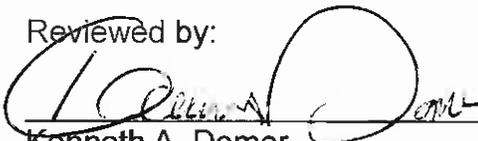
Submitted by:

  
\_\_\_\_\_  
Steve Drinovsky  
Director of Public Works

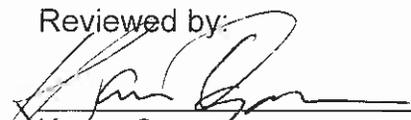
Reviewed and approved:

  
\_\_\_\_\_  
Troy L. Butzlaaf, ICMA-CM  
City Administrator

Reviewed by:

  
\_\_\_\_\_  
Kenneth A. Domer  
Assistant City Administrator

Reviewed by:

  
\_\_\_\_\_  
Karen Ogawa  
Director of Finance

Attachments: Notice of Completion

<p><b>RECORDING REQUESTED BY</b></p> <p><b>AND WHEN RECORDED MAIL TO</b></p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>Name           City Clerk</p> <p>Street         <b>City of Placentia</b></p> <p>Address       401 E. Chapman Ave.</p> <p>City &amp; State   Placentia, CA 92870</p> </div>	
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City Council Approval:

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Free Recording Per Government Code Section 810.3

\_\_\_\_\_  
 Deputy City Clerk

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion (See reverse side for Complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue  
Placentia, CA 92870
4. The nature of the interest or estate of the owner is. In fee  
N/A  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>N/A</u>	
6. A work of improvement on the property hereinafter described was completed on April 8, 2011. The work done was:  
The project included pavement reconstruction, grinding with cold plane and rubberized asphalt overlay.
7. The name of the contractor, if any, for such work of improvement was United Paving Company
8. 14660 Industry Circle, La Mirada, CA February 15, 2011  
(If no contractor for work of improvement as a whole, insert "none" ) (Date of Contract)
9. The property on which said work of improvement was completed is in the city of Placentia  
 County of Orange, State of California, and is described as follows Van Buren Street Improvement Project
10. The street address of said property is "none"  
(If no street address has been officially assigned insert "none" )

Dated: 5-17-2011  
 Verification for Individual Owner

**CITY OF PLACENTIA**

\_\_\_\_\_  
 Signature of owner or corporate officer of owner  
 named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say. I am the City Engineer the declarant of the foregoing  
("President of", "Manager of", "Owner of", etc)

Notice of completion; I have read said notice of completion and know the contents thereof, the same is true of my own knowledge

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 17th, 2011, at Placentia, California  
(Date of Signature) (City where signed)

\_\_\_\_\_  
 (Personal signature of the individual who is swearing that the contents of the notice of completion are true.)

**DO NOT RECORD**

**REQUIREMENTS AS TO NOTICE OF COMPLETION**

A notice of completion must be filed for record **WITHIN 10 DAYS** after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant) but the names and addresses of the other co-owners must be stated in paragraph 5 of the form

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors

In paragraphs 3 and 5, the full address called for should include street number, city, county and state

As to paragraphs 6 and 7, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7

In paragraph 7 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs"

In paragraph 8, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached

In paragraph 9, show the street address, if any, assigned to the property by any competent public or governmental authority

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE AND COMMUNITY SERVICES

DATE: MAY 17, 2011

SUBJECT: ACCEPTANCE OF CONSTRUCTION WORK FOR THE EDWIN T. POWELL BUILDING RENOVATION PROJECT AND FILING OF NOTICE OF COMPLETION WITH COUNTY OF ORANGE

FINANCIAL  
IMPACT: EXPENSE: \$202,846.80 FOR CONSTRUCTION; BUDGETED IN FY 2010-2011 BUDGET, ACCOUNT# 333554-6185 / 6104340133-6185  
REVENUE: COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS / PARK DEVELOPMENT FUNDS

### INTRODUCTION:

This project involved renovation work to the Edwin T. Powell Building that currently serves as the City's Senior Center and will serve as the new site for the Cathy Torrez Learning Center. The construction involved renovations to the patio area, new interior flooring throughout the building, upgraded exterior doors, improvements for the new Learning Center area and other ADA accessibility improvements for the facility. This action will finalize the project and authorize filing a "Notice of Completion" with the Office of the Orange County Clerk-Recorder in the amount of \$202,846.80.

### RECOMMENDATION:

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

1. Accept the Contract work by AVI-CON Inc. dba CA Construction for renovation of the Edwin T. Powell Building Renovation Project in the total amount of \$202,846.80.
2. Authorize the City Administrator or designee to file a Notice of Completion with the Office of the Orange County Clerk-Recorder for the Project.
3. Authorize the City Administrator or designee to release the retention in accordance with the terms of the contract.

### DISCUSSION:

On November 2, 2010, the City Council awarded a contract to AVI-CON Inc. (dba CA Construction) for the renovation of the Edwin T. Powell Building. Funding sources for the project were Community Development Block Grant (CDBG) and Park Development Funds.

The project was completed on April 6, 2011 with a total construction cost of \$202,846.80. The total project cost of \$202,846.80 included \$45,846.80 in change orders previously authorized by City Council during the initial award of contract on the November 2, 2010 meeting with an additional allocation authorized at the February 15, 2011 City Council meeting. Actual copies of the change orders are

**1j**

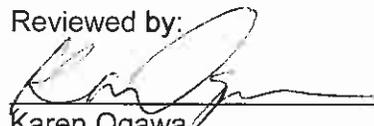
**May 17, 2011**

available for review in the City Clerk's Office. The City is prepared to accept the contractor's work and file a Notice of Completion with the Office of the Orange County Clerk-Recorder for this project. In addition, staff is prepared to release all amounts held in retention, totaling \$20,284.69.

Prepared by:

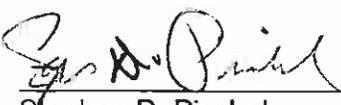
Reviewed by:

  
Jonathan Nicks  
Neighborhood Services Manager

  
Karen Ogawa  
Director of Finance

Reviewed and Submitted by:

Reviewed and approved:

  
Stephen D. Pischel  
Director of Administrative Services and  
Community Services

  
Troy L. Butzlaff, ICMA-CM  
City Administrator

Attachment: Notice of Completion

<b>RECORDING REQUESTED BY</b>  <b>AND WHEN RECORDED MAIL TO</b>	
Name            City Clerk Street          City of Placentia Address        401 E. Chapman Ave. City &          Placentia, CA 92870 State	

City Council Approval:

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Free Recording Per Government Code Section 6103

Deputy City Clerk

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion (See reverse side for Complete requirements.)

Notice is hereby given that:

- 1 The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
- 2 The full name of the owner is City of Placentia
- 3 The full address of the owner is 401 East Chapman Avenue  
Placentia, CA 92870
- 4 The nature of the interest or estate of the owner is: In fee.  
N/A  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- 5 The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>N/A</u>	
- 6 A work of improvement on the property hereinafter described was completed on April 8, 2011. The work done was  
The project included renovations to the patio area, ADA upgrades, exterior doors, and electrical upgrades.
- 7 The name of the contractor, if any, for such work of improvement was AVI-CON Inc. dba CA Construction.
- 8 981 Iowa Avenue, Suite A, Riverside, CA 92507 November 17, 2011  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- 9 The property on which said work of improvement was completed is in the city of Placentia  
County of Orange, State of California, and is described as follows: Edwin T. Powell Building Renovation
- 10 The street address of said property is 143 S. Bradford Avenue, Placentia, CA 92870  
(If no street address has been officially assigned insert "none")

**CITY OF PLACENTIA**

Dated: 5-17-2011  
Verification for Individual Owner

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Director of Administrative and Community Services the declarant of the foregoing  
("President of", "Manager of", "Owner of", etc)

Notice of completion, I have read said notice of completion and know the contents thereof; the same is true of my own knowledge

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 17th, 2011, at Placentia, California  
(Date of Signature) (City where signed)

*[Signature]*  
Personal signature of the individual who is swearing  
that the contents of the notice of completion are  
true.

## DO NOT RECORD

### REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record **WITHIN 10 DAYS** after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3 and 5, the full address called for should include street number, city, county and state.

As to paragraphs 6 and 7, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 7 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 8, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 9, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: MAY 17, 2011

SUBJECT: APPROVE AMENDMENT TWO TO THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND CITY OF PLACENTIA FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

**FINANCIAL**

**IMPACT:** POTENTIAL REVENUE OF UP TO \$500,000 PER FISCAL YEAR FOR 2012-2013, 2013-2014 and 2014-2015

### **INTRODUCTION:**

The City entered into a Cooperation Agreement with the County of Orange to participate in the Urban Counties Program. The Urban Counties Program allows cities with a population less than 50,000 to work cooperatively with their respective county to select projects and annually file grant applications to the U.S. Department of Housing and Urban Development (HUD) to receive Community Development Block Grant (CDBG) funds. The County of Orange selects projects by periodically releasing Requests for Proposals (RFPs) to all participating cities for housing rehabilitation programs, public service programs, and public facility improvement projects. This action will approve Amendment Two to the Cooperation Agreement to allow the City to continue to apply for CDBG funds through the County for these programs and projects that serve our low to moderate income areas.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Approve Amendment Two to the Cooperation Agreement Between the County of Orange and the City of Placentia for Community Development Block Grant Funds and authorize the City Administrator to execute the agreement in a form approved by the City Attorney.

### **DISCUSSION:**

The Federal Housing and Community Development Act of 1974, provides Community Development Block Grant (CDBG) funds for projects that promote the development of viable urban communities by providing suitable living environments for persons of low and moderate income. Through the Urban Counties program, the City of Placentia may apply to receive CDBG funds through the County of Orange to implement housing rehabilitation programs for low-income home owners, public service programs, and improve public facilities that will serve low income residents.

Eligible projects and programs must adhere to performance objectives set by HUD such as creating a suitable living environment that benefits communities, families or individuals that are from designated low to moderate income areas of the City. Projects must also achieve specified performance outcomes such as improving accessibility through removal of physical barriers or promoting livable and viable neighborhoods by providing a benefit to low to moderate income residents.

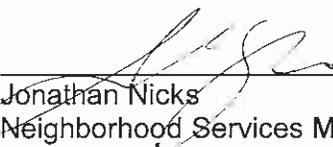
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**May 17, 2011**

The City has recently been very successful in the competitive CDBG funding process receiving allocations of \$550,000 for FY 09-10, \$525,000 for FY 10-11, and an anticipated \$360,500 for FY 11-12. CDBG funds have supported several recent projects including the Pedestrian Accessibility Improvement Project of 2010, Edwin T. Powell Building Renovation Project, Neighborhood Preservation Program (Housing Rehabilitation), Van Buren Residential Street Improvement Project, and Paint Your Heart Out Program. CDBG funds will also support several upcoming projects including the Gomez Community Center Renovation Project, Civic Center Restroom and Flooring Renovation Project, Backs Community Building Lighting Upgrade Project, and Neighborhood Park Improvement Projects.

The City originally entered into the Cooperation Agreement with the County of Orange for Fiscal Years 2006-2007 to 2008-2009 and executed Amendment One to extend the agreement through Fiscal Years 2009-2010 to 2011-2012. Amendment Two to the Cooperation Agreement will provide another three year extension for the City of Placentia to participate in the Urban Counties program with the County of Orange until Fiscal Year 2014-2015. Although the City's population is 50,533, the City continues to qualify as a small city due to a recent HUD ruling to utilize 2000 Census data, which places our population under 50,000. If HUD were to use the City's current population figures based on the 2010 Census, the City would be categorized as a metropolitan City, similar to the City of Yorba Linda. As a metropolitan city the amount of CDBG funding received would be based purely on total population limiting the amount of funds that the City could receive annually and have an additional requirement to allocate a portion of funds to cover administrative costs that are currently absorbed by the County. Even if HUD utilized 2010 Census Data, which lists our population over 50,000, it would still be staff's recommendation to continue to be considered a small city in order to stay within the Urban Counties program and not increase our administrative burden. As part of the program, staff believes we will compete very well for available funds over the next three years.

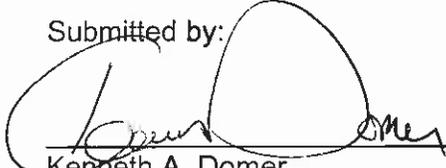
Prepared by:

  
Jonathan Nicks  
Neighborhood Services Manager

Reviewed and approved:

  
Troy L. Butzlaff  
City Administrator

Submitted by:

  
Kenneth A. Domer  
Assistant City Administrator

Attachments: Amendment Two to Cooperation Agreement for FY 12-13 to FY 14-15  
Amendment One to Cooperation Agreement for FY 09-10 to FY 11-12  
Cooperation Agreement FY 06-07 to FY 08-09

**AMENDMENT TWO TO  
COOPERATION AGREEMENT BETWEEN  
THE COUNTY OF ORANGE  
AND  
CITY OF PLACENTIA (Small City)**

This Amendment Number TWO (hereinafter "Amendment TWO") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF PLACENTIA, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2012, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-08-04 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on March 25, 2011;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, the Parties desire to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 2 of the Original Agreement is amended in its entirety as follows:

COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Shelter Grant (ESG) Program funds appropriated for Federal Fiscal Years 2012-2013, 2013-2014 and 2014-2015 and from any program income generated from the expenditure of such funds.

2. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Fiscal Years 2012-2013, 2013-2014 and 2014-2015, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either party before June 30, 2015, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

3. Section 10 shall be added to Agreement to read:

In accordance with HUD Notice CPD 10-02, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (July 1, 2015 to June 30, 2018) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period.

4. Section 11 of the original Agreement is amended to read "CITY and COUNTY agree to adopt amendments (s) to this agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2014. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void"
5. Section 24 is amended to read "City may void this agreement only if it submits to County on or before May 28, 2011 the notification from HUD that City has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2012-13, 2013-2014, and 2014-2015. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.
6. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment TWO to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment TWO to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of Placentia, a municipal Corporation in the State of California

By: \_\_\_\_\_

Name: Troy L. Butzlaff

Title: City Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Patrick J. Melia

Title: City Clerk

Date: \_\_\_\_\_

Approved As to Form:

\_\_\_\_\_

Andrew V. Arczynski

COUNTY OF ORANGE, a political subdivision of the State of California

By: \_\_\_\_\_

Steve Franks, Director

Orange County Community Resources

Date: \_\_\_\_\_

////////////////////////////////////  
ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT ONE TO  
COOPERATION AGREEMENT BETWEEN  
THE COUNTY OF ORANGE  
AND  
CITY OF PLACENTIA**

This Amendment Number One (hereinafter "Amendment One") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF PLACENTIA, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of 7/24/08, 2008, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-08-04 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on MAY 2, 2008;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, Section 10 of the Original Agreement allows for an additional three year extension of said Agreement upon mutual agreement of both Parties; and

WHEREAS, the Parties desire to amend the Original Agreement at this time in the manner set forth herein;

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 9 of the Original Agreement shall read, as amended, in its entirety as follows:

This Agreement shall cover Program Years 35, 36 and 37 (Fiscal Years 2009-2010, 2010-2011 and 2011-2012, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this agreement be terminated by either party before June 30, 2012, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

2. Section 10 of the Original Agreement shall be deleted in its entirety.
3. All other provisions of the Original Contract, a copy of which is attached hereto as Exhibit A and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.



**ATTACHMENT A**  
**Cooperation Agreement "Small-City"**

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COOPERATION AGREEMENT

"Small-City"

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2005

BY AND BETWEEN

CITY OF PLACENTIA, a municipal Corporation, hereinafter referred to as CITY,

AND

COUNTY OF ORANGE, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, hereinafter referred to as ACT, makes available to the COUNTY as an Urban County, and to cities under 50,000 in population, grants through the Community Development Block Grant Program (hereinafter referred to as "CDBG"), and the HOME Investment Partnership Program (hereinafter referred to as "HOME"), and any subsequent United States Department of Housing and Urban Development (hereinafter referred to as "HUD") Program which may become available to the COUNTY to be used for eligible housing and community development activities; and

WHEREAS, the ACT requires such cities and the COUNTY to enter into cooperation agreements in order for the cities to be included as part of the Urban County CDBG and HOME Programs; and

WHEREAS, the COUNTY and CITY desire to cooperate to undertake, or assist in undertaking, community development and lower income housing assistance activities, which might include, but are not limited to, (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing, (2) direct rehabilitation of or financial

1 assistance to housing, (3) low rent housing activities, (4) disposition of land to private developers  
2 for appropriate redevelopment, and (5) condemnation of property for low income housing

3 NOW, THEREFORE, the parties agree as follows:

4 1. This Agreement shall constitute a cooperation agreement between the parties  
5 within the meaning of Section 102 (a)(b) of the ACT. The parties agree to cooperate to  
6 undertake, or assist in undertaking, activities which might include, but are not limited to, (1)  
7 acquisition of property for disposition for private reuse, especially for low- and moderate-income  
8 housing, (2) direct rehabilitation of or financial assistance to housing, (3) low rent housing  
9 activities, (4) disposition of land to private developers for appropriate redevelopment, and (5)  
10 condemnation of property for low income housing-community.

11 2. COUNTY shall have the authority to carry out activities, which will be funded  
12 from annual CDBG or HOME Program funds appropriated for Federal Fiscal Years 2006-2007,  
13 2007-2008, and 2008-2009 and from any program income generated from the expenditure of such  
14 funds.

15 3. COUNTY shall have final responsibility for selecting activities and annually filing  
16 the grant application (i.e. Annual Action Plan) with HUD. In the preparation of said application,  
17 COUNTY shall give due consideration to CITY's analysis of community development needs and  
18 proposed activities.

19 4. COUNTY certifies that it is following an adopted Consolidated Plan as required by  
20 24 CFR Part 91 and 24 CFR Part 570.306.

21 5. Since HUD will not accept an Agreement including a provision for veto or other  
22 restriction which would allow any party to obstruct implementation of the Consolidated Plan,  
23 both COUNTY and CITY shall attempt to fulfill housing goals established by the HUD approved  
24 Consolidated Plan for the period of this Agreement.

25 6. CITY acknowledges that it has adopted and is enforcing:

26 a. A policy prohibiting the use of excessive force by law enforcement agencies  
27 within its jurisdiction ~~which is engaged in non-violent civil rights demonstrations;~~  
28 and

29 b. A policy of enforcing applicable State and local laws against physically barring  
30 entrance to or exit from a facility or location which is the subject of such non-violent civil rights  
31 demonstrations within jurisdictions.

1           7. COUNTY and CITY agree to take all actions necessary to ensure compliance with  
2 the Urban County's certification required by Section 104 (b) of Title I of the Housing Community  
3 Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the  
4 Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of  
5 1974, and other applicable laws. Failure by CITY to comply with these provisions or to  
6 affirmatively further fair housing within its own jurisdiction or CITY action which impedes the  
7 COUNTY's actions to comply with the COUNTY's fair housing certification, which may  
8 constitute noncompliance with the Urban County CDBG and HOME Programs, which may cause  
9 funding sanctions or other remedial actions by HUD and/or COUNTY.

10           8. In the event COUNTY's Urban County application is approved by HUD,  
11 COUNTY shall contract with the CITY to utilize any such grant funds received from HUD which  
12 are attributable to activities administered by CITY, unless another form of allocation is required  
13 by HUD.

14           9. This Agreement shall cover Program Years 32, 33 and 34 (Fiscal Years 2006-  
15 2007, 2007-2008 and 2008-2009, respectively) of CDBG and HOME program applications,  
16 including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this  
17 agreement be terminated by either party before June 30, 2009, except as allowed in legislation  
18 enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and  
19 as permitted by HUD.

20           10. In accordance with HUD Notice CPD 05-01, this agreement will be automatically  
21 extended for an additional three (3) year period (i.e. from July 1, 2009 to June 30, 2012) unless  
22 COUNTY or CITY provides written notice that it elects not to participate in a new qualification  
23 period. COUNTY shall notify CITY in writing of its right not to participate no later than the date  
24 specified in HUD's Urban County Qualification Notice for the next qualification period.

25           11. CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be  
26 required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June  
27 30, 2009. COUNTY shall notify CITY of its right to terminate its participation in the program  
28 based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any  
29 such amendment, this automatic renewal provision herein will be void.

30           12. The eligible activities to be undertaken during the term of this Agreement will be  
31 chosen by CITY from those authorized by HUD Rules and Regulations governing the CDBG and

1 HOME Programs and any regulations which may be applicable to future Supplemental Federal  
2 Programs.

3 13. The parties agree to comply with the requirement(s) of the CDBG and HOME  
4 Programs, including laws and policies applicable to said Programs.

5 14. CITY acknowledges by its execution of CDBG and HOME cooperation  
6 agreement(s) the included unit of general local government it:

7 a. May not apply for grants from appropriations under the Small Cities or State  
8 CDBG Programs for fiscal years during the period in which it participates in the COUNTY'S  
9 CDBG program and;

10 b. May not participate in a HOME consortium except through the Urban County,  
11 regardless of whether the Urban County currently received a HOME formula allocation.

12 c. May not terminate or withdraw from the Cooperation Agreement while it  
13 remains in effect until the CDBG and HOME funds and income received with respect to the  
14 three-year qualification period (and any successive qualification periods under agreements that  
15 provide for automatic renewals) are expended and the funded activities completed.

16 15. a. CITY must inform COUNTY, through periodic reports requested by COUNTY,  
17 of any income generated by the expenditure of Program funds received by the CITY. Pursuant to  
18 applicable federal requirements, such program income must be paid to the COUNTY. CITY may  
19 retain such program income only if agreed upon by COUNTY and used exclusively for eligible  
20 activities as determined by the COUNTY and in accordance with all CDBG and HOME Program  
21 requirements as may then apply.

22 b. CITY shall keep and maintain appropriate records on the use of program income  
23 as required by COUNTY as the COUNTY has the responsibility of monitoring and reporting  
24 program income to HUD.

25 c. In the event of close-out or change in status of CITY, any program income at that  
26 time or received subsequent to the close-out or change in status shall be paid by CITY to the  
27 COUNTY in ninety (90) days after the expiration of the term of this Agreement.

28 16. a. Any proposed modification or change of use of any real property acquired or  
29 improved in whole or in part by the CITY using CDBG funds (from the use planned at the time of  
30 acquisition or improvement), including disposition, must be reported by CITY to the COUNTY.

1 COUNTY may approve the proposed modification or change of use. CITY shall not implement  
2 the modification or change in use without COUNTY approval.

3 b. Should the disposition, sale or transfer of such real property acquired or  
4 improved in whole or in part using CDBG or HOME Program funds result in a use which does not  
5 qualify under CDBG or HOME Program regulations, the CITY shall reimburse COUNTY in the  
6 amount equal to the then current fair market value of the property (less any portion thereof  
7 attributable to expenditure of non-CDBG/HOME funds).

8 c. Any program income generated from the disposition, transfer or sale of such  
9 property prior to or subsequent to the close-out, change of status or termination of the cooperation  
10 agreement between the COUNTY and CITY may be either used by CITY for other specific  
11 eligible activities in the CITY or paid to the COUNTY for other eligible Urban County activities,  
12 as determined in advance of the expenditure at the discretion of the COUNTY.

13 17. a. CITY shall indemnify, hold harmless, and defend with counsel approved in  
14 writing by COUNTY, its officers, agents and employees against all liability, claims, losses,  
15 demands and actions for injury to or death of persons or damage to property arising out of or  
16 alleged to arise out of or in consequence of this Agreement including attorneys' fees, provided  
17 such liability, claims, demands, losses or actions are due to the acts or omissions of CITY, its  
18 officers, agents or employees in the performance of this Agreement, including any activities  
19 conducted by CITY under its application.

20 b. In addition, CITY shall indemnify, defend with counsel approved in writing by  
21 COUNTY, and hold harmless COUNTY against any liability, claims, losses, demands, and actions  
22 including attorneys' fees incurred by COUNTY as a result of a determination by HUD that  
23 activities undertaken by CITY under CITY's application failed to comply with any laws,  
24 regulations, or policies applicable thereto or that any funds forwarded to CITY under this  
25 Agreement were improperly expended.

26 c. The provisions of Section 2778 of the California Civil Code, as said section  
27 exists on the effective date of this Agreement, shall be applicable to the above indemnification  
28 provisions. Transmittal to CITY of any pleadings served upon COUNTY shall be deemed to be a  
29 request to defend.

30 18. a. COUNTY shall indemnify, hold harmless and defend with counsel approved in  
31 writing by CITY, its officers, agents and employees against all liability, claims, losses, demands

and actions for injury to or death of persons or damage to property arising out of or alleged to arise out of or in consequence of this Agreement, provided such liability, claims, demands, losses or actions are due to the acts or omissions of COUNTY, its officers, agents or employees in the performance of this Agreement, including any activities conducted by COUNTY under its application.

b. In addition, COUNTY shall indemnify, defend with counsel approved in writing by CITY, and hold harmless CITY against any liability, claims, losses, demands, and actions including attorneys' fees incurred by CITY as a result of a determination by HUD that activities undertaken by COUNTY under COUNTY's application failed to comply with any laws, regulations, or policies applicable thereto or that any funds forwarded to COUNTY under this Agreement were improperly expended.

c. The provisions of Section 2778 of the California Civil code, as said section exists on the effective date of this Agreement, shall be applicable to the above indemnification provisions. Transmittal to COUNTY of any pleadings served upon CITY shall be deemed to be a request to defend.

19. COUNTY shall have the right to periodically audit CITY's records to determine compliance with this Agreement.

20. CITY shall forward to COUNTY a copy of each annual audit of the CITY conducted by an independent public auditor during the period of this Agreement as soon as the audit report becomes available. COUNTY shall have the right to ensure that necessary corrective actions are made by CITY for any audit findings pertinent to CITY handling of CDBG Program funding pursuant to federal requirements.

21. No CDBG or HOME Program funds shall be expended on any activity, which does not affirmatively further fair housing goals within CITY.

22. Pursuant to 24 CFR Part 570.501(b) of CDBG and 24 CFR Part 92.504 of HOME program regulations, CITY is subject to all requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR Part 570.503 of CDBG and 24 CFR Parts 92.505-509 of HOME program regulations.

23. This Cooperation Agreement shall apply to any supplemental program which HUD makes available through the CDBG or the HOME Programs.

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IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its Mayor/City Manager and attested by its City Clerk; COUNTY has caused this Agreement to be executed by the Director of the Housing and Community Services Department; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

City of Placentia, a municipal Corporation in the State of California  
By: [Signature]  
Name: Scott P. Brady  
Title: Mayor  
Date: 6/23/05

ATTEST:  
By: [Signature]  
Name: Patrick J. Medina  
Title: City Clerk  
Date: 6/23/05

COUNTY OF ORANGE, a political subdivision of the State of California

By: [Signature]  
Paula Burrier-Lund, Director  
Housing and Community Services Department

Date: 6/30/05

////////////////////////////////////  
ORIGINAL FORM CONTRACT  
APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: [Signature] Date: 7/1/05



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: NEIGHBORHOOD SERVICES MANAGER

DATE: MAY 17, 2011

SUBJECT: APPROVE AWARD OF CONSTRUCTION CONTRACT TO KORSTON CONSTRUCTION INC. FOR THE CIVIC CENTER RESTROOM AND FLOORING RENOVATION PROJECT

**FINANCIAL**

IMPACT: EXPENSE: \$144,900 FOR CONSTRUCTION; BUDGETED IN FY 2010-2011 BUDGET, ACCOUNT# 333554-6185 J/L 6106640133-6185

REVENUE: COMMUNITY DEVELOPMENT BLOCK GRANT

### **INTRODUCTION:**

This project involves renovation work to the Civic Center including the men's and women's public restrooms and flooring in the main corridor of the building. The project will upgrade all fixtures, lighting, and stalls in the restrooms and replace approximately 2,100 square feet of flooring with new tile and carpet to improve ADA accessibility and building aesthetics. This action will approve plans and specifications for this project and award a contract for construction to Korston Construction Inc. in the amount of \$126,000 with a 15% construction contingency appropriation of \$18,900. The majority of funding for this project is from the Community Development Block Grant program.

### **RECOMMENDATION:**

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

1. Approve plans and specifications prepared by Onyx Architects for the Civic Center Restroom and Flooring Renovation Project.
2. Award the construction contract to the lowest responsive and responsible bidder, Korston Construction Inc., for an amount not to exceed \$126,000 and authorize the appropriation of a 15% construction contingency fund of \$18,900.
3. Reject all other bids.
4. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an agreement amount not to exceed 15% of the project construction cost.
5. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney.

### **DISCUSSION:**

The main corridor of flooring in the Civic Center is aging and the small, uneven tiles make the floor difficult to traverse. The project will assist the City in meeting ADA compliance, as well as reduce the risk of injuries related to trip and fall hazards. The two public restrooms have outdated fixtures that are not adequate to meet the needs of residents that visit the Civic Center for meetings, special events, and services provided by the City. The renovation project includes replacement of the current tile flooring

with a more modern, durable, and level tile surface, installation of carpet in special designated areas and upgrades of the two public restrooms.

This project was advertised on April 7 and 14, 2011. Eleven (11) bids for construction were received on May 4, 2011. The bid summary is as follows:

CONTRACTOR	BID
A2Z Construction ( <i>Bid Withdrawn</i> )	\$120,000.00
Korston Construction Inc.	\$126,000.00
RVM Construction Inc.	\$137,665.00
DHI Inc.	\$145,100.00
MZN Construction Inc.	\$147,000.00
DLS Builders Inc.	\$167,551.83
Metrocon Development Inc.	\$167,900.00
New Dimension Inc.	\$168,081.00
KKG Inc.	\$183,297.00
Gamma Builders Inc.	\$183,300.00
Unique Performance Construction Inc.	\$220,000.00

Since A2Z Construction Inc. has withdrawn their bid, Korston Construction Inc. is the lowest responsive and responsible bidder for the project. Korston Construction Inc. is based in Anaheim, California and has experience completing similar renovation projects for other public agencies. Korston's local references include restroom and flooring renovation projects for San Bernadino Unified School District, State of California Lanterman Development Center, and Santa Monica Community College District. Their proposal, references, and qualifications have been reviewed and approved by the City's construction management firm, Willdan Engineering. The construction period is scheduled for 30 working days that will be coordinated during Civic Center closure times including some evenings and weekends to ensure business continuity. Staff will work with the contractor to ensure minimal impact on the residents and businesses seeking City services. Construction will begin once all contract documents have been executed and a Notice to Proceed has been issued.

The majority of the costs associated with this project will be covered by Community Development Block Grant funds from the County of Orange. If the construction contingency is needed, staff plans to use unallocated funds from the Community Facilities District Capital fund.

Submitted by:

  
Jonathan Nicks  
Neighborhood Services Manager

Reviewed and approved:

  
Troy L. Butzlaff, ICMA-CM  
City Administrator

Reviewed by:

  
Stephen D. Pischel  
Director of Administrative Services and  
Community Services

Attachments: Agreement for Civic Center Restroom and Flooring Renovation Project

## **AGREEMENT**

### **CIVIC CENTER RESTROOM AND FLOORING RENOVATION PROJECT CITY PROJECT NO. 61066**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and Korston Construction Inc., hereinafter referred to as "Contractor". City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

#### **WITNESSETH:**

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

1. General Conditions.

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

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

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

Contractor's own risk and expense. The decision of the City shall be final.

2. Materials and Labor.

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

3. Project.

The Project is described as:

**CIVIC CENTER RESTROOM AND FLOORING RENOVATION PROJECT  
CITY PROJECT NO. 61066**

4. Plans and Specifications.

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

**CIVIC CENTER RESTROOM AND FLOORING RENOVATION PROJECT  
CITY PROJECT NO. 61066**

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

5. Time of Commencement and Completion.

Contractor agrees to commence the Project on the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **THIRTY (30) working days** from the date of the "Notice to Proceed" issued by City excluding delays caused or authorized by City as set forth in sections 8, 9, and 10 hereof.

6. Legal Relationship between the Parties.

A. The legal relationship between the Parties hereto is that of an

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

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

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

#### 7. Time is of the Essence.

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

#### 8. Excusable Delays.

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

Contractor's reasonable control.

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

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

#### 9. Extra Work.

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

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

#### 10. Changes in Project.

- A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
  - 1. In the Drawings and Specifications;
  - 2. In the time, or in the method or manner of performance of the work;
  - 3. In City-furnished facilities, equipment, materials, services, or site; or
  - 4. Directing acceleration in the performance of the work.
- B. A change order shall also be any other written order (including direction, instruction, interpretation, or determination) from City which causes any change, provided Contractor gives City written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

- C. Except as provided in this section, no order, statement, or conduct of City or its representatives shall be treated as a change under this section or entitle Contractor to an equitable adjustment.
- D. If any change under this section causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Agreement, whether or not changed by any order, City shall make an equitable adjustment and modify this Agreement in writing. Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before Contractor gives written notice as required in paragraph (B). In the case of defective specifications for which City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurs in attempting to comply with those defective specifications.
- E. If Contractor intends to assert a claim for an equitable adjustment under this section, it must, within 15 days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to City setting forth the general nature and monetary extent of such claim. City may extend the 15-day period. Any such extension shall be valid only if in writing. Contractor may include the statement of claim in the notice under paragraph (B) of this section.
- F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- G. Contractor hereby agrees to make any and all changes, furnish the materials, and perform the work that City may require without nullifying this Agreement. Contractor shall adhere strictly to the Drawings and Specifications unless a change there from is authorized in writing by City. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefor shall be submitted without delay by Contractor to City.

#### 11. Ownership of Documents.

The documents and study materials for this project shall become the property of

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

#### 12. Liquidated Damages for Delay.

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in section 5 plus the allowance made for delays or extensions authorized under sections 8, 9, and 10, City will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of **One Thousand Dollars (\$1,000.00) per day**, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of **One Thousand Dollars (\$1,000.00) per day**, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

#### 13. Agreement Price and Method of Payment.

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of \$126,000 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 percent (90%) of the work completed and materials used. City shall retain ten percent (10%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City, stating that the work for which payment

is demanded has been performed in accordance with the terms of this Agreement and that the amount stated in the certificate is due under the terms of this Agreement. Partial payments on the Agreement price shall not be considered as an acceptance of any part of the work.

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

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

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

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

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

#### 15. Completion.

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

affidavits or certificates of payment and/or releases from any subcontractor, laborer, or material supplier.

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

## 16. Contractor's Employees Compensation

### A. General Prevailing Rate:

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

### B. Forfeiture for Violation:

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

### C. Apprentices:

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

D. Workday:

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

E. Record of Wages; Inspection:

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

17. Surety Bonds.

Contractor shall, before entering upon the performance of this Agreement furnish bonds approved by City's Attorney; one in the amount of One Hundred Percent (100%) percent of the contract price bid to guarantee the faithful performance of the work, and the other in the amount of One Hundred Percent (100%) of the contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by City. Bonds must be issued by a surety authorized by the State Insurance Commissioner to do business in California. The labor and material bond shall be maintained by Contractor in full force and effect until the work has been completed and accepted by City and all claims for labor and material have been paid. The performance bond shall remain in full force and effect through the warranty period. All bonds required to be

submitted relating to this Agreement must comply with California Code of Civil Procedure section 995.630. Each bond shall be executed in the name of the surety insurer, under penalty of perjury, or the fact of execution of each bond shall be duly acknowledged before an officer authorized to take and certify acknowledgements, and either one of the following conditions shall be satisfied:

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

18. Insurance.

- A. Contractor is aware of the provisions of California Labor Code section 3700 which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.
- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as

additional insured by endorsement to the policies.

- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days' written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

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

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

19. Indemnity.

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

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

20. Termination.

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.
- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, 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 with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

#### 22. Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission



25. Assignments.

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

26. Successors in Interest.

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

27. Compliance with Law.

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

28. Jurisdiction.

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

29. Dispute Resolution.

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

30. Safety and Health.

Contractor acknowledges the provisions of California Labor Code section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the

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

### 31. Agreement Execution Authorization.

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

### 32. Entire Agreement.

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

### 33. Severability.

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

### 34. Conflicts.

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

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

CITY OF PLACENTIA

By: \_\_\_\_\_  
Troy L. Butzlaff, City Administrator

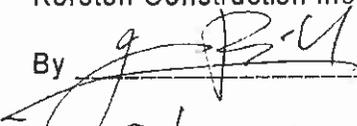
ATTEST:

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

APPROVED AS TO FORM:

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

Korston Construction Inc.

By:  \_\_\_\_\_

By: Peter Jun (President )



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: MAY 17, 2011

SUBJECT: GENERAL PLAN UPDATE AND DIRECTION ON GROWTH MANAGEMENT ELEMENT

FINANCIAL  
IMPACT: NOT APPLICABLE

### **SUMMARY:**

The City is currently updating its General Plan document through the use of an external consultant and in-house part-time staff. As part of the General Plan update, periodic updates are brought to the City Council to monitor progress and seek direction on various elements of the General Plan. Through the review of the General Plan it has been determined that the Growth Management Element is no longer required and therefore can be eliminated. This action will receive an update on the General Plan update and provide staff direction on the elimination of the Growth Management Element.

### **RECOMMENDATION:**

It is recommended that the City Council provide direction to staff on the Growth Management Element and whether it should be eliminated from the draft General Plan.

### **DISCUSSION:**

Planning is the process of deciding how a community uses its land and other resources. The planning process involves analyzing the environmental and socio-economic impacts of development and infrastructure projects. Planning decisions usually require local political approval, and reflect the desires and interests of the community. Local and state laws define the process for making planning decisions.

The General Plan is a community's blueprint for future development. It describes a community's development goals and policies. It also is the foundation for land use decisions made by the Planning Commission and City Council. A General Plan consists of at least two parts. It must contain a written text describing the community's goals, objectives, and policies for development. It must also contain a map (or maps) and diagrams illustrating the generalized distribution of land uses, the road system, environmental hazard areas, the open space system, and other policy statements that can be illustrated. The General Plan consists of at least seven components (called *mandatory elements*) addressing a set of basic planning issues. Each City determines the relative importance of these issues to their local circumstances and decides how

**3a**

**May 17, 2011**

they are to be discussed in the General Plan. They may also voluntarily adopt additional elements, called *optional elements*, covering subjects of local interest.

Generally, General Plans are updated every ten years, or when circumstances warrant an update. Often, singular elements are updated more frequently, such as the Housing Element. For the City of Placentia, it is important to note that the City began updating its General Plan in 2002, with an administrative draft prepared in 2003. As such, there is language and policies in many of the elements which, upon beginning of the most current update, were already outdated. For varied reasons, the 2003 administrative draft of the General Plan remained largely in draft form until the current update was commenced.

### **Status of the General Plan Update**

At this time, critical review of all of the General Plan elements with the exception of the recently approved Housing Element has been completed. The Housing Element, which was certified by the State Housing and Community Development Department in a separate action in 2008, was reviewed for programs and policies that could impact the other mandatory elements, especially the Land Use Element. An example of potential impacts from the Housing Element to the Land Use Element is Senate Bill 2 which requires homeless shelters to be allowed by right. As adopted by the Council and certified by the State, the City's Housing Element has a policy reflecting the requirements of Senate Bill 2 and therefore the Land Use Element must be reflective of that fact. This is an example of consistency across the multiple elements which make up the General Plan.

The critical review of the draft General Plan was based on current State legal requirements for General Plans. The review generated the following general comments:

1. "Existing Conditions" in all elements need to be updated to 2011 instead of 2002.
2. All of the elements need to have the same 20-year horizon: That is, looking out twenty years to the year 2031. Currently, there is variation without consistency.
3. The "goals and policies" sections of each element need to be confirmed and many need to be revised to conform to State Guidelines and for clarity in order to facilitate implementation. (Please note that the General Plan Steering Committee comments are included in the base document that was reviewed.)
4. Greenhouse gasses need to be addressed as mandated by recent legislation.
5. Important technical studies need to be updated (i.e. Traffic, noise and possibly air quality).
6. The obsolete Growth Management Element can be deleted (see discussion below).

### **Issues and Omissions Identified**

The initial review also identified several issues and omissions that will be addressed in the next phase of the General Plan Update – revising the 2002 draft. Some important examples are:

- The Land Use Element must identify maximum densities and intensities for all land use categories. This is not clearly done and there are also disconnects between the General

Plan, zoning ordinance and several specific plans (including the official maps) regarding this issue.

- New 2011 requirements for Circulation Elements mandate a balanced multi-modal transportation network that meets the needs of "all" users (all is defined and this is not clearly addressed in the 2002 draft). Multi-modal addresses alternative methods of transportation to include busses, bicycles and pedestrian accessibility. Congestion Management and Measure M do not need to be incorporated into the General Plan and there are some advantages to remove these from the update (discussed further below).
- The Open Space and Recreation Element in its current form is really an example of the optional Recreation Element. This needs to be addressed in order to have a legally adequate Open Space Element. Missing from the current draft are the required "action programs" that the City will commit to in implementing the Open Space plan. There also needs to be a clearer justification in counting a standard percentage of schools as City parks.
- The Safety Element needs a mapping of seismic hazards and information needs to be added that is required by the Housing Element regarding the impact of hazards on housing.
- The Conservation and Resource Management Element is missing some information required by the Government Code.
- The Noise Element must contain implementation measures to address existing and future noise problems.
- The California Environmental Quality Act (CEQA) will need to be addressed in the next phase and it will be the critical path in the schedule.
- The important parts of the Placentia-Westgate Specific Plan need to be assimilated into the General Plan update.

### **Deletion of the Growth Management Element**

At this point in the General Plan update, staff is able to recommend that the Growth Management Element be eliminated as an optional element. The following bullet points represent the logical steps leading to staff's recommendation that the Growth Management Element is no longer a required element of Placentia's General Plan, therefore, the City Council is recommended to delete it from the current update:

- Chapter 3 of the California Government Code, which is the legislative authority for local planning including the requirement for general plans, is not applicable to charter cities (e.g. Placentia), except to the extent that it may be adopted by charter or ordinance by such a city. However, charter cities shall adopt general plans. (Sec. 65700 Gov. Code)
- Growth Management is not one of the mandatory General Plan elements. (Sec. 65302 Gov. Code)
- The original Measure M transportation funding proposition required Orange County to adopt growth management for cities seeking funds, and those cities must adopt the Orange County growth management plan as part of their General Plan. There is no parallel State requirement.

- Chapter 2.6 (Gov. Code) is the State law regarding congestion management programs (CMP). There is no State requirement for cities to adopt CMP's as part of their general plans. (See Sec. 65089.6)
- Measure M was amended and extended in 2006 through Measure M2 (M2). M2 discontinued the following requirements for Orange County cities: Prepare and adopt a Growth Management Element; develop a phasing & monitoring program (of development); and, providing a balanced housing option & jobs opportunities component. Instead M2 requires compliance with the Orange County congestion management plan, Master Plan of Arterials and Highways (MPAH), including traffic signal synchronization and other components of the Orange County congestion management plan. It must be noted that development phasing & monitoring and balanced housing options & jobs opportunities are already requirements of Housing Elements, including Placentia's.
- Growth Management Elements are often prepared by cities and counties as optional elements to their General Plans. However, they universally address a wide range of public facilities and services affected by growth (e.g. fire response times , police per 1000 population, water supply, administrative facilities, sewer pipe and treatment capacities, etc.). The current Growth Management Element required by the original Measure M is almost entirely focused in transportation and is therefore, not a true Growth Management Element.
- Placentia can qualify for Measure M and Orange County congestive management plan funds by adopting elements of both either by resolution or ordinance without including the elements in the Placentia General Plan.
- The disadvantages of having the current Growth Management Element includes: It becomes difficult to amend given required procedure for General Plan amendments; the Growth Management Element would require extensive, costly and time consuming revisions to address the multitude of facilities and services that impact growth; the City hasn't established the baseline standards for the facilities and services; and, Placentia is essentially built out and does not need a true growth management program or a Growth Management Element.

Therefore, it is staff's recommendation to delete the Growth Management Element from the current General Plan update and instead adopt the required elements of M2 and the Orange County Congestion Management Plan by other acceptable means.

### **Upcoming Tasks and Timeline**

Tasks anticipated to be completed in the by the end of July, 2011:

1. Confirmations that the "goals and policies" contained in the 2002 draft General Plan update are still desired and/or are still valid.
2. Meet with key City staff to explain their responsibilities in implementing and monitoring the progress of the implementation of the General Plan programs.
3. Complete the revisions to all of the elements.
4. Prepare the CEQA initial study that will serve as the basis for determining the type and scope of the CEQA document required for the General Plan.

5. Determination of any new or updates of technical studies needed for both the General Plan and the CEQA documentation.

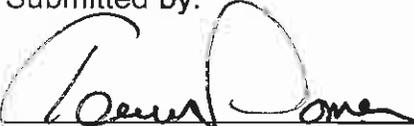
**Conclusion**

Based on the initial work plan, revisions were scheduled to begin in March 2011 and staff is currently revising the various General Plan elements to address the review issues that were identified and outlined above. Therefore, the General Plan update is approximately on schedule. However, it is important to note that in the process of reviewing the 2002 draft, staff discovered that it requires more extensive revisions than originally anticipated, which may result in more work and time (several examples are identified in *Issues and Omissions Identified* discussed above). Nevertheless, staff is actively reviewing ways to contain time and costs so that the end goal will be achieved on schedule and within original budget estimates.

**FISCAL IMPACT**

Not applicable based on recommended action. However, if otherwise directed, the need to prepare a Growth Management Element will likely increase costs in an undetermined amount at this time.

Submitted by:

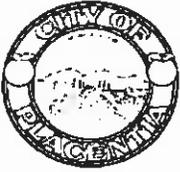


Kenneth A. Domer  
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: MAY 17, 2011

SUBJECT: FIRST READING AND INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 8.44 OF TITLE VIII OF THE PLACENTIA MUNICIPAL CODE RELATING TO BUSINESS LICENSING STANDARDS AND REGULATIONS FOR MASSAGE PRACTITIONERS AND MASSAGE ESTABLISHMENTS, REPEALING CHAPTER 8.40 OF THE PLACENTIA MUNICIPAL CODE AND REPEALING ORDINANCE NO. O-2010-07.

FINANCIAL  
IMPACT: N/A

### SUMMARY:

Placentia Municipal Code Chapter 8.40 currently contains regulations and standards for massage establishments and massage technicians; however, changes in State law in 2009 preempted many of the provisions of Chapter 8.40. In order to address these changes and to properly amend the City's regulations and standards for massage establishments and technicians, the City Council adopted an emergency moratorium on massage establishments on July 20, 2010. The proposed ordinance would add a new Chapter 8.44 to the Placentia Municipal Code to update the City's massage regulations to comply with State law and to ensure that massage establishments and massage practitioners are appropriately regulated to best ensure the public safety, health and welfare. This action will conduct a First Reading and Introduction of the proposed ordinance.

### RECOMMENDATION:

It is recommended that the City Council accept for First Reading by title only, Ordinance No. 0-2011-\_\_\_: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING A NEW CHAPTER 8.44 TO THE PLACENTIA MUNICIPAL CODE REGARDING THE LICENSING AND REGULATION OF MASSAGE PRACTITIONERS AND MASSAGE ESTABLISHMENTS, REPEALING CHAPTER 8.40 OF THE PLACENTIA MUNICIPAL CODE AND REPEALING ORDINANCE NO. O-2010-07.**

### DISCUSSION:

To provide uniform regulations for the provision of massage services in California, the State Legislature adopted SB 731 (the "Massage Therapy Law"), which became effective on September 1, 2009. The Massage Therapy Law was intended to provide for uniformity to massage regulations; however, it has resulted in significant uncertainty for local agencies regarding their ability to enforce certain zoning, health and safety regulations against massage establishments. The City's current regulations, as promulgated through Placentia Municipal

Code (PMC) Chapter 8.40, have been effective in ensuring that both massage establishments and massage technicians are properly regulated for maximum health and safety standards. Chapter 8.40 required that massage establishments obtain a use permit through the Planning Commission, thereby allowing conditions of approval to be put into place for such establishments. Additionally, the code required a certification procedure for massage technicians through a City testing and certification process.

Prior to the Massage Therapy Law, California was one of few states which had no uniform standards concerning the education, training and licensing of massage practitioners. Since the passage of the Massage Therapy Law, and as provided for within the legislation, a non-profit organization was formed to issue certificates to massage professionals who satisfy specified educational and experiential criteria. The California Massage Therapy Council (CAMTC) ([www.camtc.org](http://www.camtc.org)) is now fully operational and has the capacity to issue massage technician licensing. As such, the current Municipal Code section within Chapter 8.40 that deals with licensing is effectively usurped by the new State law. While the State law preempts the City's ability to implement land use controls for massage establishments, it still affords a City the ability to inspect and revoke, if necessary, an establishment or technician which violates the standards. The State law also allows a City to require massage establishment operating requirements, such as health practices, logging of clients, hours of operation and other items that were typically placed on such a business through a Use Permit. As such, while not as restrictive as a City Use Permit, State laws continue to allow a City the ability to enforce standards as expected of a legitimate massage establishment.

In response to the need to update the City's massage regulations, on July 20, 2010 the City Council approved a temporary moratorium on the issuance of new permits regulating massage services and establishments under current Placentia Municipal Code Chapter 8.40. This moratorium primarily effected any new establishment from locating in the City.

During the moratorium, staff monitored and reviewed the operating status and viability of the CAMTC and reviewed the provisions of Chapter 8.40 to ascertain what amendments were required to make the City's regulations consistent with the Massage Therapy Law. Based on that review, the City Attorney's Office prepared the proposed ordinance adding as new, Chapter 8.44. Any existing massage establishments will have until August 11, 2011 to come into compliance with the terms of Chapter 8.44 and, if not, they will be subject to revocation of their license. Any individual massage technicians will have until September 8, 2011 to come into compliance with the provisions of the proposed ordinance. Until such time as the new provisions of Chapter 8.44 become effective and operational to existing massage establishments and practitioners, the terms of Chapter 8.40 will remain in effect to any such existing massage establishments and practitioners. Effective September 8, 2011, Chapter 8.40 will be repealed.

The proposed ordinance will ensure that massage services and establishments continue to be appropriately regulated by the City. Specifically, the proposed ordinance will: (1) require all persons providing non-exempt massage services to be certified by the CAMTC; (2) require all massage businesses or establishments to employ or contract only with CAMTC certified massage practitioners or massage therapists; (3) require business licenses for massage

businesses or establishments, including sole practitioners and independent contractors; and (4) enhance the facilities and operational regulations of massage businesses or establishments in a manner consistent with the Massage Therapy Law. The proposed ordinance maintains appropriate regulatory safeguards through inspections and license revocation procedures. As indicated, the City maintains the authority to revoke a business license if any massage establishment or practitioner violates any provision of City code.

Staff and the City Attorney's Office will continue to monitor State law for new legislation related to the Massage Therapy Law. In February 2010, Assembly Bill 1822 (AB 1822) was introduced to clarify certain aspects of SB 731 and to also allow cities require a conditional use permit for a massage establishment. Although AB 1822 passed through the Legislature, the Governor vetoed the bill and no subsequent legislation has been introduced to clarify and/or modify SB 731 since that time. At this time staff believed that it would be prudent to pass the new ordinance to allow for new massage establishments to open for business while maintaining the operational safeguards that are available to the City under the proposed ordinance and the Massage Therapy Law.

**FISCAL IMPACT**

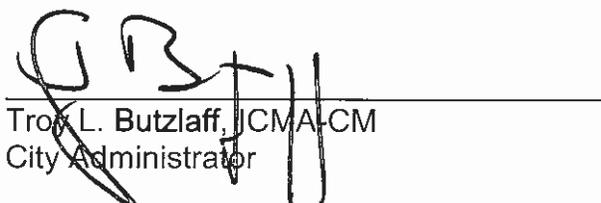
There are no costs associated with adoption of the proposed ordinance.

Submitted by:

Reviewed and approved:

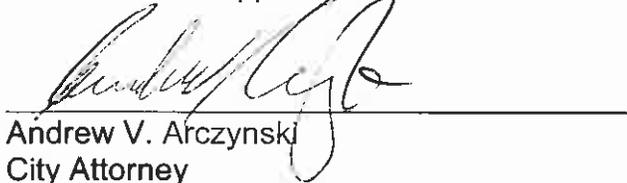


Kenneth A. Domer  
Assistant City Administrator



Troy L. Butzlaff, JCMACM  
City Administrator

Reviewed and approved:



Andrew V. Arczynski  
City Attorney

Attachment: Ordinance O-2011-

ORDINANCE NO.0-2011-  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF PLACENTIA, CALIFORNIA ADDING A NEW  
CHAPTER 8.44 TO THE PLACENTIA MUNICIPAL CODE  
REGARDING THE LICENSING AND REGULATION OF  
MESSAGE PRACTITIONERS AND MESSAGE  
ESTABLISHMENTS, REPEALING CHAPTER 8.40 OF  
THE PLACENTIA MUNICIPAL CODE AND REPEALING  
ORDINANCE NO. O-2010-07.

City Attorney's Summary

This Ordinance adds a new Chapter 8.44 to Title 8 of the Placentia Municipal Code pertaining to the establishment of business licensing standards and regulations for massage practitioners and massage establishments. Chapter 8.44 is adopted to be consistent with the requirements of State Law that limits certain local authority to adopt regulations of massage establishments and massage service providers. Existing Placentia Municipal Code Chapter 8.40, also pertaining to such massage licensing and regulations, and Ordinance No. O2010-07, enacting a moratorium pertaining to massage licensing and regulations will both be repealed by this Ordinance.

**A. Recitals.**

(i) Under its general police powers (Cal. Const. art. 11, § 7), California Government Code §§ 51030 - 51034, and California Business and Professions Code § 16000, the City of Placentia ("City") is authorized to and currently does regulate the qualifications and licensing of massage establishments and massage service providers. (See: (Placentia Municipal Code Chapter 8.40.) The City also regulates certain operational aspects of such businesses and individuals in order to protect the public health, safety, and welfare.

(ii) The Legislature has enacted SB 731, which is codified as Chapter 10.5 of Division 2 of the California Business and Professions Code (commencing at § 4600, *et seq.*) ("Massage Therapy Law").

(iii) Among other things, the Massage Therapy Law establishes a non-profit "Massage Therapy Organization," which was subsequently incorporated as the California Massage Therapy Council ("CAMTC") that is authorized to issue certificates for

massage service providers (referred to as "massage practitioners" and "massage therapists") that meet certain educational and experiential qualifications. The holder of such a certificate has the right to practice massage anywhere within the state in a manner consistent with his or her CAMTC certificate and such local regulations that are not in conflict with the Massage Therapy Law.

(iv) The Massage Therapy Law pre-empts the application of certain local land use, zoning and operational regulations if a massage establishment employs only persons certified by the CAMTC.

(v) The Massage Therapy Law does, however, permit the City to adopt and enforce certain business licensing and reasonable health and safety requirements for massage establishments and massage service providers provided such regulations are consistent with the Massage Therapy Law.

(vi) The City desires to add a new Chapter 8.44 to the Placentia Municipal Code so that it is consistent with the Massage Therapy Law. Moreover, when Chapter 8.44 is fully effective and operational, Chapter 8.40 will be repealed.

(vii) There is a continued need for such regulations because there is a significant risk of injury to massage patrons by improperly trained or educated massage service providers and the City has a legitimate interest in providing reasonable safeguards against injury and economic loss to such massage patrons.

(viii) Massage is also a business that involves intimate contact between persons, which creates opportunities for acts of prostitution and other unlawful sexual activity to occur.

(ix) The adoption of qualification standards for massage service providers based on the CAMTC certificate program established under the Massage Therapy Law and the enhancement of the City's reasonable regulations on the operation of massage establishments and the conduct of massage service providers would serve to reduce the risk of illegal and potential injurious activity.

(x) The provisions of this Ordinance are not intended to be exclusive and compliance with Chapter 8.44 shall not excuse noncompliance with any state or local laws or regulations that are uniformly applied to other professional or personal service

businesses, including zoning regulations, building, fire, electrical and plumbing codes, and health and safety laws and regulations applicable to professional or personal service businesses.

(xi) All legal prerequisites have occurred prior to the adoption of this Ordinance.

## **B. Ordinance.**

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

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

Section 2. A new Chapter 8.44 hereby is added to the Placentia Municipal Code to read, in words and figures, as follows:

### **"Chapter 8.44 "Massage Establishments**

#### **"Sections:**

- "8.44.010. Purpose and Intent.**
- "8.44.020. Definitions.**
- "8.44.030. CAMTC Certificate**
- "8.44.040. Exceptions**
- "8.44.050. Massage Business License.**
- "8.44.060. Massage Establishment Operating Requirements.**
- "8.44.070. Change of Location, Name, or Information and Separate Location.**
- "8.44.080. Appeals.**
- "8.44.090. Penalty.**

#### **"Section 8.44.010. Purpose and Intent.**

"The purpose of this Chapter 8.44 is to protect the public's health and safety and the personal safety of massage therapists through the establishment of certain licensing standards pertaining to massage establishments within the City of Placentia, and to recognize massage therapy as a legitimate business occupation and health service enhancement. Nothing in this Chapter is intended to permit any use, conduct and/or activity that violates any federal, state or local law or regulations.

**"Section 8.44.020. Definitions.**

"Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this Chapter shall govern the construction, meaning, and application of words and phrases used in this Chapter.

"(a). "Business License Officer" means any employee of the City of Placentia who is authorized to issue or ensure compliance with applicable business license requirements. A Business License Officer includes, but is not limited to, a Code Enforcement/Compliance Officer and any other employee authorized by the City Administrator.

"(b). 'CAMTC' means the California Massage Therapy Council created by California Business and Profession Code § 4600, et seq. The CAMTC is referred to as the 'Massage Therapy Organization' in the Massage Therapy Law.

"(c). 'CAMTC certificate' means a current and valid certificate issued by the CAMTC to a massage practitioner or therapist.

"(d). 'Chief' means the Chief of the Placentia Police Department.

"(e). 'City' means the City of Placentia.

"(f). 'City Council' means the City Council of the City of Placentia.

"(g). 'City Administrator' means the City Administrator of the City of Placentia, or his or her designated representative.

"(h). 'County' means the County of Orange.

"(i). 'Customer area' means any area open to customers of the establishment,

"(j). 'Employee' means any person, other than a massage practitioner or manager, who performs services at the massage establishment and receives compensation from the operator of the massage establishment for such services, including an independent contractor, while on the premises of the massage establishment.

"(k). 'Fire Department' means the Orange County Fire Authority.

"(l). 'Health Department' means the Orange County Health Care Agency.

"(m). 'Manager' means the person(s) designated by the operator of the massage establishment to act as the representative and agent of the operator in managing day-to-day operations with the same liabilities and responsibilities. Evidence of management includes, but is not limited to, evidence that the individual has power to direct or hire and dismiss employees, control hours of operation, create policy or rules or purchase supplies. A manager may also be an operator.

"(n). 'Massage' or 'massage therapy' means any method of treating the external parts of the body for remedial, hygienic, relaxation or any other similar purpose, whether by means of pressure on, friction against or stroking, kneading, tapping, pounding, vibrating, rubbing or other manner of touching external parts of the body with the hands, or with the aid of any mechanical or electrical apparatus or appliance with or without supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powder, cream, ointment or other similar preparations commonly used in this practice and shall include herbal body wraps. For the purposes of this Chapter, 'massage' or 'massage therapy' includes the techniques of acupressure and reflexology.

"(o). 'Massage business or establishment' means any business or establishment, including a sole proprietor or independent contractor, conducted within the City where any person engages in, conducts, carries on or permits to be engaged in, conducted or carried on, for money or any other consideration, the administration to another person of a massage, and also includes all businesses or establishments where massage therapy is provided as an ancillary service such as clubs, gyms, day spas and professional offices where such massage therapy is not otherwise exempt under this Chapter.

"(p). 'Massage practitioner' or 'massage therapist' means any person who administers to another person a massage for any form of consideration.

"(q). 'Massage Therapy Law' means Chapter 10.5 of Division 2 of the California Business and Professions Code (beginning at § 4600).

"(r). 'Operator' means (1) a sole proprietor of, (2) a general partner of, or (3) all persons who have an ownership interest in, a massage business or establishment.

"(s). 'Person' means any individual, corporation, partnership, association or other group or combination of individuals acting as an entity.

"(t). 'Police Department' means the Placentia Police Department.

"(u). 'Registered school' means an institution that provides massage therapy education and training as such term is defined in § 4600 of the Massage Therapy Law.

"(v). 'Specified criminal offense' means:

"(1). Within five (5) years of the date of the filing of the application, a person has pleaded guilty or *nolo contendere* to, or been convicted in a court of competent jurisdiction of a misdemeanor or felony crime involving sexual misconduct, including but not limited to (i) Chapter 1 of Title 9 of the California Penal Code (§§ 261-269) relating to sexual crimes; (ii) Chapter 8 of Title 9 of the California Penal Code (§§ 314-318.6) relating to indecent exposure, obscenity and disorderly establishments; or (iii) California Penal Code § 647(a) or (b) relating to prostitution; or

"(2). Any similar offenses under the criminal code or penal of this state or any other states or countries; or

"(3). Having permitted, through an act of omission or commission, an employee or agent to engage in any type of moral turpitude or sexual misconduct offense listed in (1) or (2) above (the conduct of the employee or agent, if such resulted in a conviction or a plea of *nolo contendere* or guilty, shall be considered imputed to the principal).

**"Section 8.44.030. CAMTC certificate.**

"(a). **Massage Businesses and Establishments.** No person may engage in, conduct or carry on, or permit to be engaged in, conducted or carried on in any location within the City, a massage business or establishment unless all persons providing massage therapy at or on behalf of the massage business or establishment have a valid and current CAMTC certificate.

"(b). Massage Therapy. No person may engage in, conduct, carry on, or perform massage therapy within the City unless such person has a valid and current CAMTC certificate.

**"Section 8.44.040. Exceptions.**

"The requirements of § 8.44.030 do not apply to:

"(a). Any physician, surgeon, chiropractor, osteopath, naturopath, podiatrist, acupuncturist, physical therapist, registered nurse or vocational nurse duly licensed to practice their respective profession in the state.

"(b). Any treatment administered in good faith in the course of the practice of any healing art or profession by any person licensed to practice any such art or profession under the California Business and Professions Code or any other law of the state.

"(c). Barbers, cosmetologists, estheticians, and manicurists licensed to practice their respective profession under the laws of the state while performing activities within the scope of their license, provided that such massage is limited solely to the neck, face, scalp, feet, hands, arms, and lower limbs up to the knees, of their patrons.

"(d). State-licensed hospitals, nursing homes, and other state-licensed physical or mental health facilities and their employees.

"(e). Persons who provide massage therapy to athletes or athletic teams, facilities or events, so long as such persons do not practice massage therapy as their primary occupation within the City.

"(f). Registered schools and their employees that provide massage therapy education or training and their students in training, provided that such students perform massage therapy only under the direct personal supervision of an instructor.

**"Section 8.44.050 Massage Business License.**

"(a). Business License Required. The owner of each massage business or establishment, and any massage practitioner or massage therapist that desires to work as an independent contractor must obtain a business license pursuant to this Chapter prior to commencing operation or providing any massage

therapy and must thereafter maintain a valid business license.

"(b). Business License Application. The application for a business license shall be made in accordance with the provisions of this Chapter. Each applicant for a massage business license must provide the following information where applicable as determined by the City, with the application:

"(1). The full true name under which the massage establishment shall be conducted.

"(2). The present or proposed address where the massage establishment is to be conducted.

"(3). The applicant's full, true name, any other names used within the past five (5) years, date of birth, California Driver's License Number or California Identification Number, present residence address and residence telephone number, and the sex, height, weight, color of hair, and color of eyes of the applicant.

"(4). Acceptable written proof that the applicant is at least eighteen (18) years of age.

"(5). If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation or charter together with the state and date of incorporation and the names and residence addresses and telephone numbers of each of its current officers and directors, and of each stockholder holding more than five (5) percent of the stock of that corporation.

"(6). If the applicant is a partnership, the application shall set forth the name, residence address and telephone numbers of each of the partners, including each of the limited partners. If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership. If one or more of the partners is a corporation, the provisions of this section pertaining to corporate applicants shall apply.

"(7). A complete description of all services to be provided at the massage establishment.

"(8). The names and addresses of each massage practitioner and massage therapist providing massage therapy at or on behalf of the business or establishment, including whether they are a full-time employee or an independent contractor, and

proof that each such practitioner or therapist has a valid CAMTC certificate.

"(9). The name of the person(s) designated by the applicant to act as manager of the massage establishment. The manager shall be required, at all times, to meet all of the applicable requirements of this Chapter.

"(10). A description of any other business to be operated on the same premises, or on adjoining premises, owned or controlled by the applicant.

"(11). The name and address of the owner and lessor of the real property upon or in which the massage establishment is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied by a copy of the lease and a notarized acknowledgment from the owner of the property that a massage establishment will be located on his/her property.

"(12). Business, occupation or employment history of the applicant for the three years immediately preceding the date of the application.

"(13). The business license and permit history of the applicant, including whether such person, in previously operating in this City or another city or state under license or permit, has had such license or permit revoked or suspended, and the reason for such action.

"(14). Whether the applicant has been convicted of or permitted any specified criminal offense. If an applicant or owner of the massage establishment does not have a CAMTC certificate, then the applicant and owner of the massage establishment must provide proof of a Live Scan or other similar City-approved background check.

"(15). A nonrefundable business license fee, and renewal fee in the case of a business license renewal, as set by resolution of the City Council shall be paid to the City to defray the actual cost of processing the business license.

"(c). Inspection of Premises. Upon receipt of a complete application, a business license officer shall cause the inspection of the proposed premises of any fixed location massage business or establishment for compliance with the requirements of this Chapter and Code.

"(d). Issuance of License. Upon receipt of a written application for a business license for an establishment, a business license officer shall ascertain whether such business license should be issued as requested. Upon the completion of the review, the City must issue the business license if it finds:

"(1). The required fee has been paid.

"(2). The application conforms in all respects to the provisions of this Chapter.

"(3). The applicant has not made a material misrepresentation or omission in the application.

"(4). The applicant is at least eighteen (18) years of age.

"(5) The massage establishment as proposed by the applicant would comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and standards.

"(e). Denial of License. If a business license officer finds that any of the applicable requirements of this Chapter or this Code are not satisfied, including any conviction for or the permitting of a specified criminal offense, recent history of prior business license or permit suspension or revocation, or evidence that the applicant has provided materially false information, the application shall be denied. The decision of a business license officer to deny a business license application or renewal may be appealed pursuant to the procedures set forth in § 8.44.080 of this Chapter.

"(f). License Renewal. A massage business license must be renewed in accordance with the provisions of this Chapter, at which time the applicant must provide proof that all applicable requirements of this Chapter and this Code remain satisfied, and the applicable business license renewal fee.

"(g). Transfer of License Prohibited. Upon the sale or transfer of any interest in a massage business or establishment, the business license shall become void. The person acquiring the interest in a massage business or establishment must submit a new business license application and receive approval of such license in accordance with the provisions of this Chapter.

"(h). Notification of Changes in Registered Massage Practitioners and Therapists. Each licensee must submit to the City the names and applicable CAMTC certificate of any new massage practitioners or massage therapists not previously included in the list required under subsection (B)(8) above who are hired or retained to provide massage therapy at or on behalf of the business or establishment, including whether they will be a full-time employee or independent contractor, prior to such person commencing the provision of any massage therapy services. In addition, any discharge or termination of the services of a massage practitioner or massage therapist must be reported to the City within five business days of such event.

"(i). Revocation or Suspension of License. The following grounds constitute a basis for the revocation or suspension of a license:

"(1). The misrepresentation of a material fact by an applicant in obtaining a license.

"(2) The continuation of the operations of the licensee under such license will be detrimental to the public health, safety, peace, welfare or morals, or is found to constitute a public nuisance.

"(3). The violation of any law related to the operation of the applicable business, including any violations of this code or a specified criminal offense.

"(4). The violation of any condition imposed on the license.

"(j). Revocation / suspension procedures.

"(1). Complaints against any licensee must be in writing and must set forth one or more of the grounds enumerated above. Complaints must be filed with, or may be initiated by, a business license officer, who shall then conduct an investigation to determine whether the complaint is sufficient to show probable cause for the revocation or suspension of the

license. A written report of any officer, employee or agent of the City disclosing violations of any law by the licensee or the licensee's agents or employees shall also be deemed a complaint within the meaning of this section. All complaints must be verified unless made by City officers, employees, or agents in their official capacity

"(2). Upon completion of the business license officer's investigation, the business license officer shall report the results to the City Administrator, together with a recommendation as to whether grounds exist to revoke or suspend the license or whether the complaint should be disregarded.

"(3). Based upon the report of such business license officer and such additional investigation as the City Administrator may deem appropriate, the City Administrator shall determine whether the complaint constitutes a sufficient basis to revoke or suspend the license, and if so, shall issue a written order of revocation or suspension to the licensee setting forth the grounds for revocation or suspension of the license. Such written order must be sent by certified mail to the licensee's last known address or be personally delivered. The order must also provide notice that the license revocation or suspension shall become final within (ten) 10 days of the date of mailing or personal delivery of the order unless it is timely appealed in the manner provided in § 8.44.080 of this Chapter.

**"Section 8.44.060. Massage Establishment  
Operating Requirements.**

"No person shall engage in, conduct, carry on, or permit to be engaged in, conducted, or carried on, any massage establishment, unless each and all of the following requirements are met.

"(a). Massage operations shall be carried on or conducted, and the premises shall be open only between the hours of 8:00 a.m. and 10:00 p.m. of any day. A person designated as a manager shall be on the massage establishment premises at all times of operation and must be registered with the City Administrator by the operator to receive all complaints and be responsible for all violations taking place on the premises. The appointment of a manager must be in writing with the manager in charge of the premises acknowledging this appointment. All managers must be registered with the City prior to being

employed in this position, and all managers must possess a valid CAMTC certificate.

"(b). A list of services available and the cost of such services shall be posted in bold minimum one inch type, in English and such other languages as may be convenient to communicate such services, in an open public place within plain view of the entry of the premises, and shall be described in readily understandable terms. No operator or manager shall permit, and no massage therapist shall offer or perform, any service other than those posted pursuant to this section.

"(c). The massage establishment business license and a copy of the CAMTC certificate of each and every massage therapist employed in the massage establishment shall be displayed in an open and conspicuous place within plain view of the entry of the massage establishment premises.

"(d). Every massage establishment shall require all customers to sign a register book. The manager shall assure that the massage establishment shall keep an accurate register book showing the name and address of each customer in clear and legible writing, verified by the customer's drivers license or identification card, the name of the massage therapist administering the treatment, and the type of treatment administered. Such register books shall be maintained on a form approved by the City Administrator. Such books shall be open to inspection by officials with responsibility for enforcement of this Chapter during regular business hours upon demand, written or oral, and without use of subpoena or court process; and may not be used for any other purpose, including use of the file by operators, managers and employees of the establishment. Such register books shall be maintained on the premises of the massage establishment for a period of two (2) years.

"(e). Massage establishments shall at all times be equipped with an adequate supply of clean towels, coverings and linens. Clean towels, coverings and linens shall be stored in cabinets. Towels and linens shall not be used on more than one (1) patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one patron. Soiled linens and paper towels shall be deposited in separate, marked receptacles.

"(f). Adequate bathing, dressing, locker and toilet facilities shall be provided for patrons. All shower, toilet and washing facilities shall be thoroughly cleaned and disinfected with a disinfectant approved by the Health

Department as needed, and at least once each day the premises are open.

"(g). If wet and dry heat rooms, steam and vapor rooms or cabinets, tanning booths, whirlpool baths and pools are offered, they shall be thoroughly cleaned and disinfected with a disinfectant approved by the Health Department as needed, and at least once each day the premises are open. Bathtubs shall be thoroughly cleaned after each use with a disinfectant approved by the Health Department. All walls, ceilings, floors, and other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition.

"(h). Instruments for performing massage shall not be used on more than one (1) patron unless they have been sterilized, using approved sterilizing methods. Each operator and/or on-duty manager shall provide and maintain on the premises adequate equipment for disinfecting and sterilizing instruments used in massage.

"(i). All managers, employees, and massage therapists shall be clean, and wear clean, nontransparent outer garments that continuously cover the area from the bottom of the neck to the top of the kneecap. All managers, employees, and massage therapists shall remain clothed while on the massage establishment premises, and shall not expose their genitals, pubic area, buttocks, or breasts. Massage therapists shall maintain a CAMTC certificate identification card clearly visible on their person during business hours.

"(j). No person shall enter, be or remain in any part of a massage establishment while in possession of, consuming, or using any alcoholic beverage or drugs except pursuant to a prescription for such drugs. The operator and manager shall not permit the storage of alcoholic beverages or condoms upon such premises.

"(k). All exterior doors (except a rear entrance for employees only) shall remain unlocked during business hours, unless there is no massage establishment staff available to assure the security of clients and massage therapists who are behind closed doors.

"(l). No massage establishment or accessory use locations employing massage therapists shall be equipped with tinted or 'one-way' glass in any room or office.

"(m). Every operator or manager shall report to the City any change of employees, whether by new or renewed employment, discharge or termination, on the form and in the manner required by the City. The report shall contain the name of the employee and the date of hire or termination. The report shall be made within five (5) days of the date of hire or termination.

"(n). The operator and/or on-duty manager shall consent to the unannounced inspection of the massage establishment by the City, Police Department, Fire Department and Health Department for the purpose of determining that the provisions of this Chapter or other applicable laws or regulations are met. In that regard:

"(1). The City, Police Department, Fire Department and Health Department may, from time to time, make an unannounced inspection of each massage establishment for the purpose of determining that the provisions of this Chapter, state law or other applicable laws or regulations are met. Criminal investigations may be conducted as directed by the Police Department. The Police Department and/or City may inspect the occupied massage rooms for the purpose of determining that the provisions of this Chapter are met. During an inspection, the Police Department and/or the City may verify the identity of all on-duty managers, therapists, and employees.

"(2). An operator, manager, massage therapist, or employee is prohibited from refusing to permit an inspection of the massage establishment premises by a representative of the City or Orange County regulatory official at anytime it is occupied or open for business, as required by this Section.

"(o). Common use of towels or linens shall not be permitted. Towels and linens shall be laundered or changed promptly after each use. Separate enclosed cabinets shall be provided for the storage of clean and soiled linen and shall be plainly marked 'clean linen' and 'soiled linen' and shall have doors or covers.

"(p). No person or persons shall be allowed to live inside the massage establishment at any time.

"(q). No electrical, mechanical or artificial device shall be used by the operator, manager, therapist, or any employee of the massage establishment for audio and/or video

recording or for monitoring the performance of a massage, or the conversation or other sounds in the massage rooms.

"(r). The operator or on-duty manager of the massage establishment shall keep a complete and current list of the names, residence addresses, and telephone numbers of all massage therapists and employees of the massage establishment and the name, residence address and telephone number of the manager purported to be principally in charge of the operation of the massage establishment. This roster shall be written in English, kept on the premises and be available for inspection by any official charged with enforcement of this Chapter.

"(s). Each massage establishment shall provide to all customers clean, sanitary and opaque coverings capable of covering the patrons' specified anatomical areas including the genital and pubic areas, anus and female breast. No common use of such coverings shall be permitted and re-use is prohibited unless adequately cleaned.

"(t). Massage establishments may not be open for operation before 8:00 a.m. or after 10:00 p.m. A massage begun any time before 10:00 p.m. must nevertheless terminate at 10:00 p.m. All customers and visitors shall be excluded from the massage establishment by that time. The hours of operation must be displayed in a conspicuous public place in the lobby within plain view of the entrance and clearly visible from the outside.

"(u). No massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers that any service is available other than those services described in this Chapter. No massage establishment shall employ language in the text of such advertising that would reasonably suggest to prospective customers that any service is available other than those services authorized by this Chapter.

"(v). No person shall engage in, conduct or carry on the business of a massage establishment unless there is on file with the City Clerk, in full force and effect at all times, documents issued by an insurance company authorized to do business in the State of California evidencing that the licensee is insured under a liability insurance policy providing minimum coverage of one hundred thousand (\$100,000.00) dollars for injury or death to one (1) person arising out of the operation

of any massage establishment and the administration of a massage.

"(w). All massage establishments must comply with all state and federal laws and regulations for persons with a disability, including all applicable anti-discrimination laws.

"(x). No person(s) other than valid CAMTC certificate holders, employees, customers, vendors and service providers shall be allowed beyond the front lobby, located directly inside the front door entrance during hours of operation.

"(y). Minimum lighting shall be provided in accordance with Article 220 of the National Electrical Code, and, in addition, at least one (1) artificial light of not less than forty (40) watts equivalent shall be illuminated in each room or enclosure where massage services are performed on customers.

"(z). Massages shall be administered only on standard massage tables, and not on pads or beds. Pads used on massage tables shall be covered with a durable washable plastic or other waterproof material acceptable to the Health Department.

**"Section 8.44.070. Change of Location or Name;  
Separate Location.**

"(a). Any change of location of any massage establishment must first be approved by the City who must determine, prior to approval, that all ordinances and regulations of the City shall be complied with at any proposed new location.

"(b). Where a person holding a business license issued under the provisions of this Chapter changes the name of the massage establishment, such person must make an application to the City and pay a fee in an amount set by City Council resolution to have said business license amended to reflect the change of name.

"(c). No CAMTC certificate holder or massage establishment shall operate under any name or conduct any establishment under any designation not specified in the CAMTC certificate or business license issued pursuant to this Chapter.

"(d). Any application for an extension or expansion of a building or other place of business of a massage establishment shall require compliance with the City's zoning regulations.

"(e). A separate business license shall be required for each location of a massage establishment.

"(f). If, during the life of a massage establishment business license, the licensee has any change in information concerning the original application, notification of such change(s) must be made to the City, in writing, within thirty (30) days of the change(s).

**"Section 8.44.080. Appeals.**

"(a). License Denial.

"(1). An applicant may appeal the business license officer's denial of a license or license renewal by filing a written notice of appeal with the City Clerk setting forth the grounds for disagreement with the decision within ten (10) days of the date of the decision. The appeal must be accompanied by the applicable appeal fee.

"(2). The City Clerk will then fix a time and place for the hearing of such appeal before the City Administrator or his/her designee, and must give notice to the appellant of the time and place of the hearing by certified mail or personal delivery to the appellant at the address provided in the appeal.

"(3). At the hearing, the City Administrator or his/her designee shall have authority to determine all questions raised on such appeal, provided that no such determination may conflict with any substantive provision of this code or other applicable law. The decision of the City Administrator or his/her designee shall be final, and shall be effective upon the date that written notice of the decision is sent by certified mail or personally delivered to the appellant.

"(b). License Revocation or Suspension.

"(1). A licensee may appeal the City Administrator's or his/her designee's revocation or suspension order by filing a written notice of appeal with the City Clerk setting forth the grounds for disagreement with the decision within ten (10) days of the date of the revocation or suspension order. The appeal must be accompanied by the applicable appeal fee established by City Council resolution.

"(2). If an appeal of a revocation or suspension

order is timely filed, the matter shall be scheduled for a hearing within a reasonable time before a city-appointed administrative hearing officer. The filing of such appeal shall stay the revocation or suspension order until a final decision is made by the hearing officer. The licensee, and any other persons requesting notice must be given at least ten (10) days' written notice of the time and place of such hearing.

"(3). At the hearing, the hearing officer shall determine whether a sufficient basis exists for the revocation or suspension of the license based upon the complaint, applicable staff reports, the revocation or suspension order, and such other evidence as may be presented that is relevant to the proceedings. The licensee shall be given a reasonable opportunity to be heard in conjunction with the revocation or suspension proceedings. The burden of proof shall be upon the City to show that the facts and evidence is sufficient to constitute a basis for revocation or suspension of the license. The proceedings before the hearing officer shall be an informal administrative hearing and the rules of evidence, as generally applied in judicial proceedings, shall not be applicable. However, City officials or representatives and the licensee shall have the right of subpoena.

"(4). The hearing officer must issue a written decision on the appeal within ten (10) days of the conclusion of the hearing unless the City and the licensee agree to a different deadline. Notice of such decision must be provided to the licensee by certified mail or personal delivery.

"(5). The decision of the hearing officer shall be effective upon the date of mailing or personal delivery of the decision, and shall be final.

**"Section 8.44.090. Penalty.**

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any

portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance. Notwithstanding the foregoing, enforcement officials designated by the Placentia Municipal Code may issue an administrative citation pursuant to the provisions of Chapter 1.10 of the Placentia Municipal Code."

### Section 3. Compliance Period.

A. Any person or massage establishment currently practicing massage or operating a massage establishment in the City of Placentia with a valid City of Placentia business license and permit shall have until August 11, 2011 to obtain a new business license under the provisions of Chapter 8.44. All other persons and massage establishments must comply with Chapter 8.44.

B. Each person that holds a valid massage technician permit issued by the City as of the date this ordinance takes effect shall have until September 8, 2011 to comply with the CAMTC certification requirements of the amended provisions of Chapter 8.44.

Section 4. Environmental Review. The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to § 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and § 15060(c)(3) (the activity is not a project as defined in § 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

Section 6. Repeal of Ordinance No. O-2010-07. Upon the effective date of this ordinance, Ordinance No. O-2010-07, establishing a moratorium on the issuance of any permit, license, approval, or entitlement pertaining to new massage

establishments, shall be deemed repealed.

Section 7. Repeal of Chapter 8.40. Effective September 8, 2011, Chapter 8.40 of the Placentia Municipal Code is repealed, in its entirety; provided, however, that said repeal shall not apply to or excuse any violation(s) thereof occurring prior to the effective date of this ordinance.

Section 8. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED, APPROVED and ADOPTED this 7th day of June, 2011.

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SCOTT W. NELSON, MAYOR

ATTEST:

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PATRICK J. MELIA, City Clerk

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 17<sup>th</sup> day of May, 2011 and was finally adopted at a regular meeting held on the 7<sup>th</sup> day of June, 2011, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

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PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM

---

ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES/  
COMMUNITY SERVICES

DATE: MAY 17, 2011

SUBJECT: SOLID WASTE HANDLING SERVICES RATE ADJUSTMENT AND RELATED  
RESOLUTIONS FOR FY 2011/2012

**FINANCIAL**

IMPACT: EXPENSE: N/A  
OFFSETTING REVENUE: N/A

### **INTRODUCTION:**

Under the terms of the amended revised and restated agreement between the City of Placentia and Republic Waste Services of Southern California, LLC dba Placentia Disposal ("Agreement"), solid waste rates are reviewed annually to determine if any adjustments are necessary. The last rate adjustment took place on July 1, 2010, which affected only commercial accounts. The last residential rate increase occurred July 1, 2008. The contractor is proposing an adjustment to residential and commercial rates effective July 1, 2011. Commercial accounts are charged directly by the contractor while rates for residential collection services are assessed through the County tax roll. This action approves the solid waste handling rates for both residential and commercial accounts, authorizes the placement of the revised residential rates on the County of Orange tax roll for 2011/2012 and approves an amendment to the Agreement to include the proposed rates.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2011-\_\_, A Resolution of the City Council of the City of Placentia, California, establishing rates for solid waste handling services for residential and commercial accounts effective July 1, 2011.
2. Adopt Resolution No. R-2011-\_\_, A Resolution authorizing and determining residential solid waste handling service rates and directing the placement thereof on the 2011/2012 County of Orange tax roll.
3. Approve Amendment No. 1 to the Agreement approving the new rates.

### **DISCUSSION:**

In accordance with the Agreement, PDI is entitled to annual rate adjustments to allow for inflation and extraordinary rate increases. PDI is allowed to adjust their direct costs of operation by a formula using the Consumer Price Index (CPI) as stated in section 24.3 of the Agreement. Under this section, PDI is allowed to adjust their rates in July based on the change in the Consumer Price Index for all Urban Consumers for the twelve month period ending on January 31<sup>st</sup>. The change in the CPI for this twelve month period was 1.17%

**4b**

**May 17, 2011**

At this time the contractor is proposing an adjustment to the residential and commercial rates. The last contractor rate adjustment took place on July 1, 2010, with the adjustment effecting only commercial accounts. The last residential rate increase occurred on July 1, 2008. The contractor is proposing an adjustment to the residential and commercial rates effective July 1, 2011.

On July 1, 2010, the landfill gate "tipping fees" increased from \$22.00 per ton to \$29.95 per ton. Although the contractor had agreed to withhold increasing the disposal tipping fee for residential customers in 2010/2011 fiscal year, the proposed 2011/2012 residential and commercial rate reflects the cost associated with the disposal of refuse. The proposed tipping fee, which is effective July 1, 2011, is \$30.30 per ton.

The City Council's Recycling Subcommittee, which is comprised of Mayor ProTem Yamaguchi and Councilmember Underhill, met with PDI and City staff on April 5, 2011 to discuss the proposed rate increase. The Recycling Subcommittee has reviewed the justification for the rate increase and finds that it is consistent with the Agreement. The total adjusted rate, which includes the CPI and tipping fees, will increase residential rates by 5.39% and commercial rates, on average, by 1.62%. Staff is recommending that the City Council adopt the Resolutions and amendment to the franchise agreement.

The proposed residential and commercial rates are illustrated in Exhibit "A" and will be updated in the agreement for Solid Waste Handling Services.

Prepared by:

  
Eddie De La Torre  
Management Analyst

Reviewed and approved:

  
Troy L. Butzlaff, ICMA-CM  
City Administrator

Submitted by:

  
Stephen D. Pischel  
Director of Administrative Services

- Attachments:
- Resolution Amending Rates
  - Resolution Authorizing Residential Billing on Orange County Tax Roll
  - Amendment No.1 to amended, revised and restated agreement for solid waste handling services
  - Exhibit "A"-Rate Summary

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF PLACENTIA, CALIFORNIA,  
APPROVING RATES AND CHARGES FOR  
SOLID WASTE HANDLING SERVICES FOR  
FISCAL YEAR 2011-12 AND AMENDING THE  
EXISTING FRANCHISE RATES AND CHARGES.

**A. Recitals.**

(i). The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all Solid Waste within their jurisdictions.

(ii). Pursuant to California Public Resources Code § 40059(a)(1), the City Council of the City of Placentia heretofore awarded an exclusive franchise be awarded to Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc. a Delaware Limited Liability Company, doing business as Placentia Disposal ("Contractor") for Solid Waste Handling Services within the City Limits.

(iii). The City of Placentia has carefully evaluated solid waste handling services and costs, including landfill gate fees charged by the County of Orange, regarding the safe collection, transport, recycling, and disposal of solid waste.

(iv). Cost of living increases in the cost and expense of providing solid waste services, including increases in landfill gate fees charged by the County of Orange militate in favor of increasing rates and charges for residential, commercial and industrial sectors of the community in order to ensure appropriate levels of service and proper disposal of solid waste.

(v). 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. Solid waste handling service rates and charges for residential, commercial, industrial and municipal services as set forth in Exhibit "A," attached hereto and incorporated by this reference as though fully set forth herein hereby are approved effective for Fiscal Year 2011-12, effective July 1, 2011.

3. That certain Amendment No. 1 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services by and between the City of Placentia, a Charter City and municipal corporation and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc. a Delaware Limited Liability Company, doing business as Placentia Disposal hereby is approved and the Mayor and City Clerk shall execute the same on behalf of the City of Placentia.

PASSED ADOPTED AND APPROVED this 17<sup>th</sup> day of May, 2011.

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SCOTT W. NELSON, MAYOR

ATTEST:

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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 May, 2011, 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

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF PLACENTIA AUTHORIZING  
AND DETERMINING RESIDENTIAL SOLID  
WASTE HANDLING SERVICE CHARGES AND  
DIRECTING PLACEMENT THEREOF ON THE  
ORANGE COUNTY PROPERTY TAX ROLLS.

**A. Recitals.**

(i) Section 8.04.240 of the Placentia Municipal Code provides that the City Council may, by resolution, cause solid waste handling service charges be collected with the Orange County Property Tax bills.

(ii) The City Council has received and analyzed proposed refuse collection charges for residential services and has determined appropriate residential solid waste handling service charges to be set for the 2011-12 Fiscal Year.

(iii) The City Council has determined that residential solid waste handling service charges collected via the tax rolls affords the least costly mechanism for the residential taxpayers of the City of Placentia and users of the solid waste handling services.

(iv) 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. Solid waste handling service charges for residential services as set forth in Exhibit "A," attached hereto and incorporated by this reference as though fully set forth herein.

3. Solid waste handling service charges for residential services be placed on the Orange County Property Tax Rolls for the Fiscal Year 2011/2012, and such charges be collected in the same manner as the Property Tax.

4. A copy of this Resolution be transmitted by the City Clerk to the Auditor-Controller of the County of Orange.

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of May, 2011.

\_\_\_\_\_  
SCOTT W. NELSON, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 17<sup>th</sup> day of May, 2011, 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

**AMENDMENT NO. 1 TO AMENDED, REVISED AND RESTATED  
AGREEMENT FOR SOLID WASTE HANDLING SERVICES**

This Amendment No. 1 to that certain Amended, Revised and Restated Agreement for Solid Waste Handling Services (“Amendment”) is made and entered into as of the 17<sup>th</sup> day of May, 2011, by and between City of Placentia, a Charter City and municipal corporation (“City”) and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc. a Delaware Limited Liability Company, doing business as Placentia Disposal (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and collectively as the “Parties”.

**A. Recitals.**

(i) CITY and Contractor previously entered into that certain Amended, Revised and Restated Agreement for Solid Waste Handling Services, effective July 20<sup>th</sup>, 2010 (“Agreement”) whereby Contractor is to provide solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City.

(ii) City and Contractor have determined that this Amendment is required to provide for increased costs and expenses to be incurred in connection with solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein the Parties agree as follows:

**B. Agreement.**

1. In all respects as set forth in the Recitals, Part A., above.
2. Contractor shall continue to provide solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City in accordance with the Agreement.
3. Exhibit “A” of the Agreement hereby is amended to reflect the rates and charges permitted to be charged by Contractor during the 2011-12 Fiscal Year as set forth in Exhibit “A” hereto captioned “City of Placentia Rate Summary – Effective July 1, 2011.”
4. All of the terms, conditions and provisions of the Agreement, unless specifically modified herein, shall continue in full force and effect.

5. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall be controlling.

6. The Agreement, together with this Amendment, shall constitute the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of the Agreement, as hereby amended, shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Agreement to be executed as of the date first written above.

Contractor

CITY

By: \_\_\_\_\_  
James Ambroso,  
Vice-president

By: \_\_\_\_\_  
Scott W. Nelson  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF PLACENTIA EXHIBIT "A"**  
**RATE SUMMARY - EFFECTIVE JULY 1, 2011**

	Service Fee	Landfill	Total Rate
<b>Residential</b>			
<b><u>Single Family</u></b>	\$18.88	\$2.84	\$21.72
Additional Containers			
Black "Trash" Container	\$4.97	\$2.84	\$7.81
Brown "Yard Waste" Container	\$4.31	n/a	\$4.31
Green "Recycling" Container	\$0.00	n/a	\$0.00
<b><u>Commercial</u></b>			
Commercial Barrel (Each) 1 x p/wk (Max of Four)	\$16.59	\$5.25	\$21.84
Two Yard Containers			
One Pick-up Only	\$99.26	\$14.52	\$113.78
Non-Scheduled Pick-up	\$47.23	\$3.35	\$50.59
Three Yard Containers			
First Pick-up	\$124.18	\$21.76	\$145.94
Each Additional Pick-up Freq.	\$67.09	\$21.76	\$88.85
Non-Scheduled Pick-up	\$58.05	\$5.02	\$63.07
Surcharge - Sunday Service	\$11.59	n/a	\$11.59
Three Yard Manure Containers			
First Pick-up	\$124.18	\$32.78	\$156.95
Each Additional Pick-up Freq.	\$67.09	\$32.78	\$99.86
Non-Scheduled Pick-up	\$58.04	\$5.02	\$63.06
Three Yard Compactors			
First Pick-up	\$153.21	\$53.72	\$206.93
Each Additional Pick-up Freq.	\$96.30	\$53.72	\$150.02
Non-Scheduled Pick-up	\$88.22	\$12.40	\$100.62
Surcharge - Sunday Service	\$11.59	n/a	\$11.59

## **Special Services**

### **Permanent Services**

15-Yard Demo Container	\$328.11	\$181.80	\$509.91
30-Yard Drop Off Container	\$310.19	\$151.50	\$461.69
40-Yard Compactor	\$389.70	\$212.10	\$601.80

### **Temporary Services**

Three Yard Containers			
3 Days + Dump	\$77.10	\$5.02	\$82.12
Each Additional Day	\$6.30	n/a	\$6.30
Three Yard Construction Bin			
First Pick-up	\$161.81	\$21.76	\$183.57
Each Additional Pick-up Freq.	\$79.00	\$21.76	\$100.76
Non-Scheduled Pick-up	\$58.05	\$5.02	\$63.07
15-Yard Demo Container	\$342.11	\$181.80	\$523.91
30-Yard Drop Off Container	\$325.87	\$151.50	\$477.37
Overweight Surcharge p/ton (Actual weight over 8 tons/load)	\$15.94	\$30.30	\$46.24

**CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP**

**JULY 1, 2011 ADJUSTED RATES**

224.610 Local CPI-U [12 Months January 2010]  
228.652 Local CPI-U [12 Months January 2011]

**1.80%** Local CPI-U Change [Adjustment in (B)]

\$22.00 Orange County Gate Fee July 2009  
\$29.95 Orange County Gate Fee July 2010  
\$30.30 Orange County Gate Fee July 2011

**1.17%** Orange County Gate Fee Change [Adjustment in (E)]

37.73% Orange County Gate Fee Change [Adjustment in (E)] Residential Only (Freeze in 2010)

	(A)	+	(B)	=	(C)	(D)	+	(E)	=	(F)	(G)	(H)	+	(I)	=	(J)	Net Percent Rate Change		
	Service Fee		CPI Adj.		Adjusted Service Fee [(A)+(B)]	Orange Co. Landfill		Landfill Adjustment		Adjusted Landfill Cost	Total Rate [(B)+(C)]	Franchise [15% of (D)]		Administrative [5% of (D)]		Fees Paid to Placentia			
<b>Residential</b>																			
Single Family Adjusted Rate >>	\$18.55		\$0.33		\$18.88	\$2.06		\$0.78		\$2.84	\$20.61 \$21.72	\$3.26		\$1.09		\$4.34		5.39%	
<b>Additional Containers</b>																			
Black "Trash" Container Adjusted Rate >>	\$4.88		\$0.09		\$4.97	\$2.06		\$0.78		\$2.84	\$6.94 \$7.81	\$1.17		\$0.39		\$1.56		12.46%	
Brown "Yard Waste" Container Adjusted Rate >>	\$4.23		\$0.08		\$4.31	n/a n/a					\$4.23 \$4.31	\$0.65		\$0.22		\$0.86		1.80%	
Green "Recycling" Container Adjusted Rate >>	\$0.00				\$0.00						\$0.00 \$0.00	\$0.00		\$0.00		\$0.00		0.00%	

NOTE: 2010 Residential Gate Fee Adjustments based on \$22.00 County Gate Fee  
2010 County Adjustment deferred to July 2011 by agreement of both City and Republic

**CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP**

	(A)	+	(B)	=	(C)	(D)	+	(E)	=	(F)	(G)	(H)	+	(I)	=	(J)	Net Percent Rate Change	
	Service Fee		CPI Adj		Adjusted Service Fee [(A)+(B)]	Orange Co. Landfill		Landfill Adjustment		Adjusted Landfill Cost	Total Rate [(B)+(C)]	Franchise [15% of (D)]		Administrative [5% of (D)]		Fees Paid to Placentia		
<b>Commercial</b>																		
Commercial Barrel (Each) 1 x p/wk (Max of Four) Adjusted Rate >>	\$16.30				\$16.59	\$5.19		\$0.06		\$5.25	\$21.49 \$21.84	\$3.28		\$1.09		\$4.37	1.65%	
Two Yard Containers One Pick-up Only Adjusted Rate >>	\$97.51		\$1.75		\$99.26	\$14.35		\$0.17		\$14.52	\$111.86 \$113.78	\$17.07		\$5.69		\$22.76	1.72%	
Non-Scheduled Pick-up Adjusted Rate >>	\$46.40		\$0.83		\$47.23	\$3.31		\$0.04		\$3.35	\$49.71 \$50.59	\$7.59		\$2.53		\$10.12	1.76%	
Three Yard Containers First Pick-up Adjusted Rate >>	\$121.98		\$2.20		\$124.18	\$21.51		\$0.25		\$21.76	\$143.49 \$145.94	\$21.89		\$7.30		\$29.19	1.70%	
Each Additional Pick-up Freq Adjusted Rate >>	\$65.90		\$1.19		\$67.09	\$21.51		\$0.25		\$21.76	\$87.41 \$88.85	\$13.33		\$4.44		\$17.77	1.64%	
Non-Scheduled Pick-up Adjusted Rate >>	\$57.02		\$1.03		\$58.05	\$4.96		\$0.06		\$5.02	\$61.98 \$63.07	\$9.46		\$3.15		\$12.61	1.75%	
Surcharge - Sunday Service Adjusted Rate >>	\$11.39		\$0.20		\$11.59	n/a n/a					\$11.39 \$11.59	\$1.74		\$0.58		\$2.32	1.80%	
Three Yard Manure Containers First Pick-up Adjusted Rate >>	\$121.98		\$2.20		\$124.18	\$32.40		\$0.38		\$32.78	\$154.38 \$156.95	\$23.54		\$7.85		\$31.39	1.67%	
Each Additional Pick-up Freq Adjusted Rate >>	\$65.90		\$1.19		\$67.09	\$32.40		\$0.38		\$32.78	\$98.30 \$99.86	\$14.98		\$4.99		\$19.97	1.59%	
Non-Scheduled Pick-up Adjusted Rate >>	\$57.01		\$1.03		\$58.04	\$7.48		\$0.09		\$7.56	\$64.49 \$65.60	\$9.84		\$3.28		\$13.12	1.73%	
Three Yard Compactors First Pick-up Adjusted Rate >>	\$150.50		\$2.71		\$153.21	\$53.10		\$0.62		\$53.72	\$203.60 \$206.93	\$31.04		\$10.35		\$41.39	1.64%	
Each Additional Pick-up Freq Adjusted Rate >>	\$94.60		\$1.70		\$96.30	\$53.10		\$0.62		\$53.72	\$147.70 \$150.02	\$22.50		\$7.50		\$30.00	1.57%	
Non-Scheduled Pick-up Adjusted Rate >>	\$86.66		\$1.56		\$88.22	\$12.25		\$0.14		\$12.40	\$98.91 \$100.62	\$15.09		\$5.03		\$20.12	1.72%	
Surcharge - Sunday Service Adjusted Rate >>	\$11.39		\$0.20		\$11.59	n/a n/a					\$11.39 \$11.59	\$1.74		\$0.58		\$2.32	1.80%	

**CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP**

	(A)	+	(B)	=	(C)	(D)	+	(E)	=	(F)	(G)	(H)	+	(I)	=	(J)	Net Percent Rate Change
	Service Fee		CPI Adj		Adjusted Service Fee [(A)+(B)]	Orange Co Landfill		Landfill Adjustment		Adjusted Landfill Cost	Total Rate [(B)+(C)]	Franchise [15% of (D)]		Administrative [5% of (D)]		Fees Paid to Placentia	
<b>Special Services</b>																	
<u>Permanent Services</u>																	
15-Yard Demo Container Adjusted Rate >>	\$322.31		\$5.80		\$328.11	\$179.70		\$2.10		\$181.80	\$502.01 \$509.91	\$76.49		\$25.50		\$101.98	1.57%
30-Yard Drop Off Container Adjusted Rate >>	\$304.71		\$5.48		\$310.19	\$149.75		\$1.75		\$151.50	\$454.46 \$461.69	\$69.25		\$23.08		\$92.34	1.59%
40-Yard Compactor Adjusted Rate >>	\$382.81		\$6.89		\$389.70	\$209.65		\$2.45		\$212.10	\$592.46 \$601.80	\$90.27		\$30.09		\$120.36	1.58%
<u>Temporary Services</u>																	
Three Yard Containers 3 Days + Dump Adjusted Rate >>	\$75.74		\$1.36		\$77.10	\$4.96		\$0.06		\$5.02	\$80.70 \$82.12	\$12.32		\$4.11		\$16.42	1.76%
Each Additional Day Adjusted Rate >>	\$6.19		\$0.11		\$6.30	n/a					\$6.19 \$6.30	\$0.95		\$0.32		\$1.26	1.80%
Three Yard Construction Bin First Pick-up Adjusted Rate >>	\$158.95		\$2.86		\$161.81	\$21.51		\$0.25		\$21.76	\$180.46 \$183.57	\$27.54		\$9.18		\$36.71	1.72%
Each Additional Pick-up Freq Adjusted Rate >>	\$77.60		\$1.40		\$79.00	\$21.51		\$0.25		\$21.76	\$99.11 \$100.76	\$15.11		\$5.04		\$20.15	1.66%
Non-Scheduled Pick-up Adjusted Rate >>	\$57.02		\$1.03		\$58.05	\$4.96		\$0.06		\$5.02	\$61.98 \$63.07	\$9.46		\$3.15		\$12.61	1.75%
15-Yard Demo Container Adjusted Rate >>	\$342.11		\$0.00		\$342.11	\$179.70		\$2.10		\$181.80	\$521.81 \$523.91	\$78.59		\$26.20		\$104.78	0.40%
30-Yard Drop Off Container Adjusted Rate >>	\$320.11		\$5.76		\$325.87	\$149.75		\$1.75		\$151.50	\$469.86 \$477.37	\$71.61		\$23.87		\$95.47	1.60%
Overweight Surcharge p/ton (Actual weight over 8 tons/load) Adjusted Rate >>	\$15.66		\$0.28		\$15.94	\$29.95		\$0.35		\$30.30	\$45.61 \$46.24	\$6.94		\$2.31		\$9.25	1.39%



# Placentia Redevelopment Authority

## AGENDA REPORT

TO: BOARD OF DIRECTORS

VIA: EXECUTIVE DIRECTOR

FROM: ASSISTANT EXECUTIVE DIRECTOR

DATE: MAY 17, 2011

SUBJECT: COOPERATIVE AGREEMENT BETWEEN THE INDUSTRIAL/COMMERCIAL DEVELOPMENT AUTHORITY AND THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA REGARDING PAYMENT OF COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT AGENCY FUNDED CAPITAL IMPROVEMENT AND AFFORDABLE HOUSING PROJECTS

FINANCIAL  
IMPACT: NOT APPLICABLE

### **SUMMARY:**

On April 19, 2011 the City of Placentia re-activated the Industrial/Commercial Development Authority ("ICDA"), in part to provide a local mechanism for enhancing economic development throughout the entire City but to more specifically serve as a successor agency to the Redevelopment Agency of the City of Placentia ("Agency") if the Agency is eliminated through State action. The proposed agreement will approve a Cooperative Agreement between the Agency and ICDA regarding payment of costs associated with certain Agency-funded capital improvement and affordable housing development projects.

### **RECOMMENDATION:**

It is recommended that the Board of Directors approve the Cooperative Agreement between the Industrial/Commercial Development Authority of the City of Placentia and the Redevelopment Agency of the City of Placentia regarding payment of costs associated with certain redevelopment agency funded capital improvement and affordable housing projects.

### **DISCUSSION:**

Based on the Governor's recent budget-related proposal to eliminate redevelopment agencies throughout the State, staff began to explore various options to protect local tax increment from being taken as well as options in which to designate a successor agency to the Agency. As discussed during the re-activation of the ICDA on April 19, 2011, the ICDA has many of the same powers as the Agency but, unlike the Agency, can be used city-wide. More importantly, the ICDA is a resource that can partner with private enterprise to capitalize on effective methods to upgrade and expand business opportunities. Such actions serve to promote and enhance economic development and increase opportunities for employment throughout the City.

The proposed Cooperative Agreement provides a mechanism to ensure that projects undertaken by the Agency are funded to completion. It is the Agency's desire to ensure timely implementation and completion of its projects, and as such, the Agency wishes to enter into the proposed agreement with the ICDA for the pledge of net available tax increment to finance the projects. Therefore, the purpose of the agreement is to facilitate the implementation of the projects and to provide funding

**4c**

**May 17, 2011**



## COOPERATIVE AGREEMENT

### PAYMENT OF COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT AGENCY FUNDED CAPITAL IMPROVEMENT AND AFFORDABLE HOUSING PROJECTS

This COOPERATIVE AGREEMENT (“Agreement”) is made and entered into this 17<sup>th</sup> day of May, 2011, by and between the INDUSTRIAL/COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF PLACENTIA, (“ICDA”) and the REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA (“Agency”) to assist in the construction and completion of Agency projects.

#### A. Recitals.

(i). The Agency has prepared a Redevelopment Plan originally adopted for the Project Area on July 19, 1983 by Ordinance No. 83-0-113, as amended by Amendment No. 1 adopted on June 26, 1990 by Ordinance No. 90-0-115, and as further amended by Amendment No. 2 adopted on May 18, 2004 by Ordinance No. O-2004-03 (the “Project Area”), which results in the allocation of taxes from the Project Area to the Agency for purposes of redevelopment.

(ii). The intent of the Redevelopment Plan is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; and to increase, improve and preserve the community’s supply of low and moderate income housing; and to take all other necessary actions to implement the redevelopment plans for the respective redevelopment projects and to expend tax increment to accomplish the goals and objectives of the redevelopment project.

(iii). The Redevelopment Plan is subject to the terms and provisions of the Implementation Plan for the Placentia Redevelopment Project Area 2010-2014, approved and adopted on December 1, 2009 by the Board of Directors of the Agency by Resolution No. RA-2009-15 (“Plan”) with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization. To implement the programs and activities associated with each goal, the Agency has made redevelopment fund commitments based on estimated available tax increment revenue and debt financing structures.

(iv). Pursuant to the California Redevelopment Law, California Health & Safety Code § 33000, *et seq.*, and specifically § 33220, certain public bodies, including the ICDA may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Collectively, the projects associated with this Agreement are listed in the attached Exhibit 1, which are incorporated herein by this reference (“Projects”). The programs and activities associated with the Projects include acquisition, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, and new construction or rehabilitation of commercial, affordable residential, and institutional properties. To carry out the Projects in accordance with the objectives and purposes of the redevelopment plans for the

Project Area and the Plan, the Agency desires assistance and cooperation in the implementation and completion of the Projects. The ICDA agrees to aid the Agency and cooperate with the Agency to expeditiously implement the Projects in accordance with the redevelopment plans for the Project Area and the Plan and undertake and complete all actions necessary or appropriate to ensure that the objectives of the redevelopment plans for the Project Area and the Plan are fulfilled within the time effectiveness of the Project Area.

(v). In considering the Agency's desire to ensure timely implementation and completion of the Projects, the Agency wishes to enter into this Agreement with the ICDA for the pledge of net available tax increment to finance the Projects. The purpose of this Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with net available tax increment in this current fiscal year and forthcoming fiscal years until the conclusion of the life of the Redevelopment Agency. <

(vi). Net available tax increment is defined as any tax increment, net of existing debt service payments, and existing contractual obligations received by the Agency or any lawful successor of the Agency and/or to any of the powers and rights of the Agency pursuant to any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to § 33445 and other applicable statutes. The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

(vii). For the construction of the Projects listed in Exhibit 1, the ICDA Board of Directors ("ICDA Board") and the Agency agree that the Projects are necessary to promote the redevelopment and the economic revitalization of the Project Area. The Projects have been approved and programs implemented by the ICDA Board and Agency and/or approved for further implementation within the Implementation Programs of the ICDA and Agency.

(viii). By approving and entering into this Agreement, the Agency has approved the pledge of net available tax increment from the Project Area to pay for the Projects.

(ix). The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the Project Area.

**NOW, THEREFORE,** the parties hereto do mutually agree as follows:

**B. Agreement.**

1. In all respects as set forth in the Recitals, Part A., above.

2. Agency's Obligations. The Projects are those projects which are listed on the attached Exhibit "1," which is incorporated by this reference as though fully set forth herein. Agency agrees to pay to ICDA an amount equal to the cost to the ICDA to carry out the Projects, including, without limitation, all costs and expenses incurred by the ICDA for the planning, financing, acquisition, development, permitting, design, site testing, bidding, construction and construction management of the Capital Improvements, and the redevelopment and economic

revitalization of the Project Area and the process of increasing, improving and preserving the community's supply of low and moderate income housing. The Agency's obligations under this Agreement, including, without limitation, the Agency's obligation to make the payments to the ICDA required by this Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Area and are obligations to make payments authorized and incurred pursuant to applicable redevelopment statutes. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

The obligations of the Agency under this Agreement shall be payable out of net available tax increments, as defined in the above recitals and/or as defined or provided for in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, levied by or for the benefit of taxing agencies in the Redevelopment Project Area, and allocated to the Agency and/or any lawful successor entity of the Agency and/or any entity established by law to carry out any of the redevelopment plan for the Project Area and/or expend tax increment or pay indebtedness of the Agency to be repaid with tax increment, pursuant to § 33670, *et seq.*, of the California Community Redevelopment Law or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, in the minimum amounts set forth in the Payment Schedule attached hereto as Exhibit 2 and incorporated herein by this reference.

The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing bonds, notes or other instruments of indebtedness ("indebtedness") of the Agency incurred or issued to finance the Project Area, including, without limitation, any pledge of tax increment revenues from the Project Area to pay any portion of the principal (and to otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Agency with respect to the Project Area.

All payments due to be made by the Agency to the ICDA under this Agreement shall be made by the Agency in accordance with the schedule set forth in Exhibit 2 and as otherwise necessary to reimburse the ICDA for the cost to the ICDA of performing its obligations hereunder. ICDA shall provide Agency with a quarterly report accompanied by evidence reasonably satisfactory to the Agency's Executive Director that the ICDA has progressed in the development and/or construction of the Project for which payment is made by the Agency commensurate with such payments and has incurred costs or obligations to make payments equal to or greater than such amount.

3. ICDA's Obligations. a. The ICDA shall accept any funds offered by the Agency pursuant to this Agreement and shall devote those funds to completion of the Projects by (i) reimbursing the ICDA or using such funds to make ICDA expenditures to perform the work required to carry out and complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the ICDA has or will incur for such purposes; and/or paying such funds into a special fund of the ICDA to be held and expended only for the purpose of satisfying the obligations of the ICDA hereunder.

b. It is the responsibility of ICDA to pay all development and construction costs in connection with the Projects from funds paid to the ICDA by the Agency under this Agreement.

c. The ICDA shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each Project.

4. Liability and Indemnification. In contemplation of the provisions of California Government Code § 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by California Government Code § 895, the parties hereto, as between themselves, pursuant to the authorization contained in California Government Code §§ 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of California Government Code § 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of § 895.2.

5. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

INDUSTRIAL/COMMERCIAL  
DEVELOPMENT AUTHORITY OF THE  
CITY OF PLACENTIA

REDEVELOPMENT AGENCY OF  
THE CITY OF PLACENTIA

By: \_\_\_\_\_  
Scott W. Nelson, Chairman

By: \_\_\_\_\_  
Scott W. Nelson, Chairman

Attest:

Attest:

\_\_\_\_\_  
Patrick J. Melia, Secretary

\_\_\_\_\_  
Patrick J. Melia, Secretary

Approved as to form:

---

Andrew V. Arczynski,  
Authority Counsel

Approved as to form:

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Andrew V. Arczynski,  
Agency Counsel

## EXHIBIT 1

### PROJECTS

#### **CAPITAL IMPROVEMENT PROJECTS:**

1. Santa Fe Street Improvements (curb, gutter, sidewalk, hardscape, landscape, one-way traffic circulation, etc)
2. Downtown Parking Structure
3. Downtown Commercial Revitalization (development of retail pad on Agency-owned property)
4. Downtown Façade Improvements (Façade Improvement Program and Back-of-Commercial Façade project)
5. Central Westgate Infrastructure Improvements (street, sidewalk, curb) and parking structure, parking lot, community center/room and public open space improvements.
6. 132 E. Crowther Property Development
7. 480 N. Placentia Property Development
8. 350. N. Placentia Property Development
9. 329 & 333 Santa Fe Parking Lot development
10. Placentia Westgate Specific Plan Infrastructure Improvements (street, sidewalk, curb, storm drain, sewer, intersection capacity, signalization, public open space, parking lot/structure, bicycle accessibility, disabled accessibility, etc.)
11. 235 S. Bradford Public Parking Lot
12. Bradford/Santa Fe Public Plaza Development
13. Northgate-Chapman Commercial Center Revitalization
14. Consolidated OCFA Fire Station Development

#### **AFFORDABLE HOUSING PROJECTS:**

1. Continue Housing Preservation Programs
2. Central Westgate Housing Development
3. Baker Street Residential Development
4. 229 Main Street Residential Development
5. Atwood Community Housing Development
6. Placentia Westgate Affordable Housing Development

## EXHIBIT 2

### PAYMENT SCHEDULE

#### **CAPITAL IMPROVEMENT PROJECTS:**

1. Santa Fe Street Improvements: \$ 2,000,000 (2011-2015)
2. Downtown Parking Structure: \$7,000,000. (2012-2015)
3. Downtown Commercial Revitalization: \$2,000,000. (2012-2020)
4. Downtown Façade Improvements: \$1,000,000. (2011-2021)
5. Central Westgate Infrastructure Improvements: \$35,000,000. (2012-2018)
6. 132 E. Crowther Property Development: \$5,000,000. (2013- )
7. 480 N. Placentia Property Development: \$5,000,000. (2015- )
8. 350. N. Placentia Property Development: \$2,500,000. (2015- )
9. 329 & 333 Santa Fe Parking Lot development: \$75,000. (2011-2012)
10. Placentia Westgate Specific Plan Infrastructure Improvements: \$125,000,000.
11. 235 S. Bradford Public Parking Lot: \$500,000. (2012-2014)
12. Bradford/Santa Fe Public Plaza Development: \$750,000. (2013)
13. Northgate-Chapman Commercial Center Revitalization: \$350,000. (2012- )
14. Consolidated OCFA Fire Station Development: \$5,000,000 (2013- )

#### **AFFORDABLE HOUSING PROJECTS:**

1. Continue Housing Preservation Programs: \$2,000,000 (2012-2032)
7. Central Westgate Housing Development: \$15,000,000 (2012-2016)
8. Baker Street Residential Development: \$2,500,000 (2011-2013)
9. 229 Main Street Residential Development: \$500,000 (2012)
10. Atwood Community Housing Development: \$1,500,000 (2011-2013)
11. Placentia Westgate Affordable Housing Development: \$45,000,000 (2015- )



# City of Placentia

## Industrial/Commercial Development Authority

### AGENDA REPORT

TO: BOARD OF DIRECTORS

VIA: EXECUTIVE DIRECTOR

FROM: ASSISTANT EXECUTIVE DIRECTOR

DATE: MAY 17, 2011

SUBJECT: COOPERATIVE AGREEMENT BETWEEN THE INDUSTRIAL/COMMERCIAL DEVELOPMENT AUTHORITY AND THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA REGARDING PAYMENT OF COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT AGENCY FUNDED CAPITAL IMPROVEMENT AND AFFORDABLE HOUSING PROJECTS

FINANCIAL  
IMPACT: NOT APPLICABLE

#### **SUMMARY:**

On April 19, 2011 the City of Placentia re-activated the Industrial/Commercial Development Authority ("ICDA"), in part to provide a local mechanism for enhancing economic development throughout the entire City but to more specifically serve as a successor agency to the Redevelopment Agency of the City of Placentia ("Agency") if the Agency is eliminated through State action. The proposed agreement will approve a Cooperative Agreement between the ICDA and Agency regarding payment of costs associated with certain Agency-funded capital improvement and affordable housing development projects.

#### **RECOMMENDATION:**

It is recommended that the Board of Directors approve the Cooperative Agreement between the Industrial/Commercial Development Authority of the City of Placentia and the Redevelopment Agency of the City of Placentia regarding payment of costs associated with certain redevelopment agency funded capital improvement and affordable housing projects.

#### **DISCUSSION:**

Based on the Governor's recent budget-related proposal to eliminate redevelopment agencies throughout the State, staff began to explore various options to protect local tax increment from being taken as well as options in which to designate a successor agency to the Agency. As discussed during the re-activation of the ICDA on April 19, 2011, the ICDA has many of the same powers as the Agency but, unlike the Agency, can be used city-wide. More importantly, the ICDA is a resource that can partner with private enterprise to capitalize on effective methods to upgrade and expand business opportunities. Such actions serve to promote and enhance economic development and increase opportunities for employment throughout the City.

The proposed Cooperative Agreement provides a mechanism to ensure that projects undertaken by the Agency are funded to completion. It is the Agency's desire to ensure timely implementation and completion of its projects, and as such, the Agency wishes to enter into the proposed agreement

with the ICDA for the pledge of net available tax increment to finance the projects. Therefore, the purpose of the agreement is to facilitate the implementation of the projects and to provide funding necessary to effectuate the completion of the projects with net available tax increment in this current fiscal year and forthcoming fiscal years, until the conclusion of the life of the Agency.

**Obligations of the Redevelopment Agency (Agency)**

The "Projects" are those projects which are listed on the attached Exhibit "1." The Agency agrees to pay to ICDA an amount equal to the cost to the ICDA to carry out the Projects, including, without limitation, all costs and expenses incurred by the ICDA for the planning, financing, acquisition, development, permitting, design, site testing, bidding, construction and construction management of the Capital Improvements, and the redevelopment and economic revitalization of the Project Area and the process of increasing, improving and preserving the community's supply of low and moderate income housing. The Agency's obligations under this Agreement, including, without limitation, the Agency's obligation to make the payments to the ICDA required by this Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Area and are obligations to make payments authorized and incurred pursuant to applicable redevelopment statutes. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

**Obligations of the Industrial/Commercial Development Authority (ICDA)**

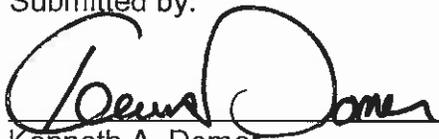
The ICDA shall accept any funds offered by the Agency pursuant to this Agreement and shall devote those funds towards the completion of the Projects by: (i) reimbursing the ICDA or using such funds to make ICDA expenditures to perform the work required to carry out and complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the ICDA has or will incur for such purposes; and/or paying such funds into a special fund of the ICDA to be held and expended only for the purpose of satisfying the obligations of the ICDA hereunder. It is the responsibility of ICDA to pay all development and construction costs in connection with the Projects from funds paid to the ICDA by the Agency under this Agreement.

The proposed agreement must be approved separately by both the Agency and ICDA Board of Directors.

**FISCAL IMPACT**

Not applicable. Fiscal impacts determined by actual projects when approved by the respective governing bodies.

Submitted by:

  
\_\_\_\_\_  
Kenneth A. Damer  
Assistant Executive Director

Reviewed and approved:

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

Attachments: Cooperative Agreement  
Exhibit 1 – List of Projects

## COOPERATIVE AGREEMENT

### PAYMENT OF COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT AGENCY FUNDED CAPITAL IMPROVEMENT AND AFFORDABLE HOUSING PROJECTS

This COOPERATIVE AGREEMENT (“Agreement”) is made and entered into this 17<sup>th</sup> day of May, 2011, by and between the INDUSTRIAL/COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF PLACENTIA, (“ICDA”) and the REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA (“Agency”) to assist in the construction and completion of Agency projects.

#### A. Recitals.

(i). The Agency has prepared a Redevelopment Plan originally adopted for the Project Area on July 19, 1983 by Ordinance No. 83-0-113, as amended by Amendment No. 1 adopted on June 26, 1990 by Ordinance No. 90-0-115, and as further amended by Amendment No. 2 adopted on May 18, 2004 by Ordinance No. O-2004-03 (the “Project Area”), which results in the allocation of taxes from the Project Area to the Agency for purposes of redevelopment.

(ii). The intent of the Redevelopment Plan is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; and to increase, improve and preserve the community’s supply of low and moderate income housing; and to take all other necessary actions to implement the redevelopment plans for the respective redevelopment projects and to expend tax increment to accomplish the goals and objectives of the redevelopment project.

(iii). The Redevelopment Plan is subject to the terms and provisions of the Implementation Plan for the Placentia Redevelopment Project Area 2010-2014, approved and adopted on December 1, 2009 by the Board of Directors of the Agency by Resolution No. RA-2009-15 (“Plan”) with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization. To implement the programs and activities associated with each goal, the Agency has made redevelopment fund commitments based on estimated available tax increment revenue and debt financing structures.

(iv). Pursuant to the California Redevelopment Law, California Health & Safety Code § 33000, *et seq.*, and specifically § 33220, certain public bodies, including the ICDA may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Collectively, the projects associated with this Agreement are listed in the attached Exhibit 1, which are incorporated herein by this reference (“Projects”). The programs and activities associated with the Projects include acquisition, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, and new construction or rehabilitation of commercial, affordable residential, and institutional properties. To carry out the Projects in accordance with the objectives and purposes of the redevelopment plans for the

Project Area and the Plan, the Agency desires assistance and cooperation in the implementation and completion of the Projects. The ICDA agrees to aid the Agency and cooperate with the Agency to expeditiously implement the Projects in accordance with the redevelopment plans for the Project Area and the Plan and undertake and complete all actions necessary or appropriate to ensure that the objectives of the redevelopment plans for the Project Area and the Plan are fulfilled within the time effectiveness of the Project Area.

(v). In considering the Agency's desire to ensure timely implementation and completion of the Projects, the Agency wishes to enter into this Agreement with the ICDA for the pledge of net available tax increment to finance the Projects. The purpose of this Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with net available tax increment in this current fiscal year and forthcoming fiscal years until the conclusion of the life of the Redevelopment Agency.

(vi). Net available tax increment is defined as any tax increment, net of existing debt service payments, and existing contractual obligations received by the Agency or any lawful successor of the Agency and/or to any of the powers and rights of the Agency pursuant to any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to § 33445 and other applicable statutes. The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

(vii). For the construction of the Projects listed in Exhibit 1, the ICDA Board of Directors ("ICDA Board") and the Agency agree that the Projects are necessary to promote the redevelopment and the economic revitalization of the Project Area. The Projects have been approved and programs implemented by the ICDA Board and Agency and/or approved for further implementation within the Implementation Programs of the ICDA and Agency.

(viii). By approving and entering into this Agreement, the Agency has approved the pledge of net available tax increment from the Project Area to pay for the Projects.

(ix). The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the Project Area.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**B. Agreement.**

1. In all respects as set forth in the Recitals, Part A., above.

2. Agency's Obligations. The Projects are those projects which are listed on the attached Exhibit "1," which is incorporated by this reference as though fully set forth herein. Agency agrees to pay to ICDA an amount equal to the cost to the ICDA to carry out the Projects, including, without limitation, all costs and expenses incurred by the ICDA for the planning, financing, acquisition, development, permitting, design, site testing, bidding, construction and construction management of the Capital Improvements, and the redevelopment and economic

revitalization of the Project Area and the process of increasing, improving and preserving the community's supply of low and moderate income housing. The Agency's obligations under this Agreement, including, without limitation, the Agency's obligation to make the payments to the ICDA required by this Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Area and are obligations to make payments authorized and incurred pursuant to applicable redevelopment statutes. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

The obligations of the Agency under this Agreement shall be payable out of net available tax increments, as defined in the above recitals and/or as defined or provided for in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, levied by or for the benefit of taxing agencies in the Redevelopment Project Area, and allocated to the Agency and/or any lawful successor entity of the Agency and/or any entity established by law to carry out any of the redevelopment plan for the Project Area and/or expend tax increment or pay indebtedness of the Agency to be repaid with tax increment, pursuant to § 33670, *et seq.*, of the California Community Redevelopment Law or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, in the minimum amounts set forth in the Payment Schedule attached hereto as Exhibit 2 and incorporated herein by this reference.

The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing bonds, notes or other instruments of indebtedness ("indebtedness") of the Agency incurred or issued to finance the Project Area, including, without limitation, any pledge of tax increment revenues from the Project Area to pay any portion of the principal (and to otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Agency with respect to the Project Area.

All payments due to be made by the Agency to the ICDA under this Agreement shall be made by the Agency in accordance with the schedule set forth in Exhibit 2 and as otherwise necessary to reimburse the ICDA for the cost to the ICDA of performing its obligations hereunder. ICDA shall provide Agency with a quarterly report accompanied by evidence reasonably satisfactory to the Agency's Executive Director that the ICDA has progressed in the development and/or construction of the Project for which payment is made by the Agency commensurate with such payments and has incurred costs or obligations to make payments equal to or greater than such amount.

3. ICDA's Obligations. a. The ICDA shall accept any funds offered by the Agency pursuant to this Agreement and shall devote those funds to completion of the Projects by (i) reimbursing the ICDA or using such funds to make ICDA expenditures to perform the work required to carry out and complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the ICDA has or will incur for such purposes; and/or paying such funds into a special fund of the ICDA to be held and expended only for the purpose of satisfying the obligations of the ICDA hereunder.

b. It is the responsibility of ICDA to pay all development and construction costs in connection with the Projects from funds paid to the ICDA by the Agency under this Agreement.

c. The ICDA shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each Project.

4. Liability and Indemnification. In contemplation of the provisions of California Government Code § 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by California Government Code § 895, the parties hereto, as between themselves, pursuant to the authorization contained in California Government Code §§ 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of California Government Code § 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of § 895.2.

5. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

INDUSTRIAL/COMMERCIAL  
DEVELOPMENT AUTHORITY OF THE  
CITY OF PLACENTIA

REDEVELOPMENT AGENCY OF  
THE CITY OF PLACENTIA

By: \_\_\_\_\_  
Scott W. Nelson, Chairman

By: \_\_\_\_\_  
Scott W. Nelson, Chairman

Attest:

Attest:

\_\_\_\_\_  
Patrick J. Melia, Secretary

\_\_\_\_\_  
Patrick J. Melia, Secretary

Approved as to form:

Approved as to form:

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Andrew V. Arczynski,  
Authority Counsel

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Andrew V. Arczynski,  
Agency Counsel

## EXHIBIT 1

### PROJECTS

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## EXHIBIT 2

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