



Regular Meeting Agenda
September 20, 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
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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
September 20, 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(a) for Conference with Legal Counsel Regarding Existing Litigation – Three (3) Items
 - a. Placentia Police Officers Association v. City of Placentia, Orange County Superior Court, Case No. 30-2011-00485327
 - b. Mega Lighting, Inc./Norris-Repke v. City of Placentia, Orange County Superior Court No. 30-2010-00385719
 - c. People of the State of California and City of Placentia v. Doris M. Zavala, et al., Orange County Superior Court No. 30-2011-00450556
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

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
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
September 20, 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: Gary Drabek, Police Chaplain

PLEDGE OF ALLEGIANCE:

PRESENTATION:

- a. Recognition for Years of Service to Placentia Police Department and City of Placentia to Police Chaplain Edward P. Faulk and Police Chaplain Richard Kryder
Presenter: Chief of Police Hicks
Recipients: Police Chaplain Edward P. Faulk and Police Chaplain Richard Kryder
- b. Proclamation Designating the Week of September 17-23, 2011, as Constitution Week, in Placentia, California
Presenter: Mayor Nelson
Recipient: Carol Feola, National Society Daughters of the American Revolution
- c. Update on OC Bridges Project
Presenter: Tresa Oliveri, OCTA Senior Communications Specialist

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.g.):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the

Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

COUNCIL/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 Meeting – August 16, 2011
Recommended Action: Approve
- c. **City Fiscal Year 2011-2012 Warrant Register for August 17, 2011 Through September 20, 2011**
Financial Impact: \$1,550,467.16
Recommended Action: Approve
- d. **Agency Fiscal Year 2011-2012 Warrant Register for August 17, 2011 Through September 20, 2011**
Financial Impact: \$19,212.46
Recommended Action: Approve

COUNCIL CONSENT CALENDAR:

- e. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of the Heritage Festival and Parade Scheduled for October 15, 2011**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Adopt Resolution No. R-2011-42, a Resolution of the City Council of the City of Placentia authorizing the temporary suspension of Regulatory Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the City of Placentia Heritage Festival and Parade on Saturday, October 15, 2011
- f. **Approval of Plans and Specifications and Award of Construction to Century Paving Incorporated, for the Placentia Parking Lot at 329 and 333 West Santa Fe Avenue Improvement Project**
Financial Impact: Expense: \$67,445.40 for construction
Offsetting revenue: \$47,945.40 CFD, \$19,500.00 ARRA EECBG Funds
Budgeted: \$75,000.00 (Account No.: 333554-6185 J/L 61063)
Recommended Action: It is recommended that the City Council:
 - 1) Reject the low bid
 - 2) Approve plans and specifications prepared by Willdan Engineering dated July 11, 2011, for the Placentia Parking Lot 329 and 333 West Santa Fe Avenue Improvement Project
 - 3) Award construction contract to the lowest responsive and responsible bidder, Century Paving Incorporated, for an amount not to exceed \$61,314.00
 - 4) Reject all other bids

- 5) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an aggregate amount not to exceed 10% of the project construction cost
- 6) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

g. Ratification of Change Order to CJ Construction, Inc., for Construction of Bus Pad – Northbound Kraemer Boulevard at Chapman Avenue Project

Financial Impact: Expense: \$9,500.00

Offsetting Revenue: \$9,500.00 AB2766

Budgeted: \$9,500.00 (Account No.: 333552-6185 J/L 61058)

Recommended Action: It is recommended that the City Council:

- 1) Approve a contract change order to CJ Construction, Inc., in the amount of \$9,500.00 for the Bus Pad at Northbound Kraemer Blvd. at Chapman Avenue, for a total contract amount to CJ Construction, Inc., of \$32,450.00

AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/AGENCY/ICDA: None

COUNCIL:

a. Fiscal Year 2011-12 Supplemental Law Enforcement Services Fund (SLESF Grant) – Approval of Future Expenditure Plan

Financial Impact: Expense \$100,000.00

Offsetting Revenue: \$100,000.00

Budgeted: \$0

Unbudgeted: \$100,000.00

Recommended Action: It is recommended that the City Council:

- 1) Open the hearing, receive public testimony, close public hearing
- 2) Adopt Resolution No. R-2011-43, a Resolution of the City Council of the City of Placentia, California, approving the recommended Expenditure Plan for the Supplemental Law Enforcement Services Fund

AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS: None

AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

- a. **Approval of the Purchase of a Mobile Command Vehicle**
Financial Impact: Expense: \$64,819.44 (Fiscal Year 2011-12)
Offsetting Revenue: \$0
Budgeted: \$65,000.00 (Account No.: 333558-6842/61106)
Total expenditure over 48 month term: \$259,277.76
Recommended Action: It is recommended that the City Council:
- 1) Approve acquisition of the Mobile Command Vehicle from Meridian Specialty Vehicles in an amount not to exceed \$242,00.00 (plus interest over 48 months = \$259,277.76)
 - 2) Approve a 48 month term lease through Municipal Leasing Consultants from the lowest bid received with desired terms, Pinnacle Public, in the amount of \$5,401.62 per month (based on an interest rate of 3.57%)
 - 3) Authorize the City Administrator to execute all documents necessary to effectuate this action
- b. **Establishing a Procedure for Setting the Date, Time and Location of City Committee Meetings**
Financial Impact: Not applicable
Recommended Action: It is recommended that the City Council:
- 1) Adopt Resolution No. R-2011-44, a Resolution of the City Council of the City of Placentia, establishing a procedure for setting the date, time and location of meetings of City Committees
- c. **First Reading and Introduction of an Ordinance Transferring Inspection and Enforcement Responsibility Pursuant to the Mobilehome Parks Act and Special Occupancy Parks Act from the City of Placentia to the California Department of Housing and Community Development**
Financial Impact: Nominal savings if approved
Recommended Action: It is recommended that the City Council:
- 1) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2011-11, an Ordinance of the City Council of the City of Placentia, California, authorizing notification to the California Department of Housing and Community Development for the cancelation of enforcement responsibility pursuant to the California Mobilehome Parks Act and the California Special Occupancy Parks Act
- d. **Purchase of Business License Software**
Financial Impact: Expense: \$43,790.00
Budgeted: \$45,000.00 (Account No.: 333523-6899 J/L 30018)
Recommended Action: It is recommended that the City Council:
- 1) Approve the purchase of a Business License System from HdL Software, LLC
 - 2) Authorize the City Administrator to execute a professional service agreement, in a form acceptable to the City Attorney, with HdL Software, LLC in an amount not to exceed \$43,790.00

- e. **Award of Contract for Telecommunications Provider Services – Time Warner Communications**
Financial Impact:
Expense: \$30,960.00
Budgeted: \$160,000.00 (Account No.: 431010-6215)
Recommended Action: It is recommended that the City Council:
- 1) Approve a contract with Time Warner Communications in an amount not to exceed \$30,960.00 annually with a five (5) year contract term
 - 2) Authorize the City Administrator to execute a services agreement, in a form acceptable to the City Attorney, with Time Warner Communications
- f. **Introduction and Adoption of an Urgency Ordinance Determining to Comply with the Alternative Voluntary Redevelopment Program Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the Redevelopment Agency of the City of Placentia**
Financial Impact: Not applicable
Recommended Action: It is recommended that the City Council:
- 1) Waive full reading, reading by title only, introduce for first reading and adopt, Ordinance O-2011-10, an Urgency Ordinance of the City Council of the City of Placentia, California, determining to comply with the Alternative Voluntary Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in order to permit the continued existence and operation of the Redevelopment Agency of the City of Placentia

AGENCY NEW BUSINESS:

- g. **Amendment of Rehabilitation Loan Documents with Orange County Community Housing Corporation in Exchange for Increased Affordability at 415 and 420 Ramona Street**
Financial Impact: Expense: \$0
Future Revenue Reduction: \$45,000.00
Recommended Action: It is recommended that the City Council:
- 1) Adopt Resolution No. RA-2011-12, a Resolution of the Redevelopment Agency, of the City of Placentia making certain findings with respect to amending and restating loan documents for 415 and 420 Ramona Street
 - 2) Authorize the Executive Director to execute the Amended and Restated Promissory Note, Deed of Trust and Assignment of Rents, and Declaration of Covenants, Conditions and Restrictions for Property as approved to form by Agency Counsel
 - 3) Approve the forgivable loan structure in exchange for an additional 25 years of affordability for the two properties located at 415 and 420 Ramona Street

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Redevelopment/ICDA Agency Board of Directors will adjourn to October 4, 2011.

***In
Memory
Of
Felipe Zambrano Sr.
Father of Community Services Coordinator Felipe Zambrano***

***Richard Olea
Long Time Placentia Resident, Nephew of Retired Employee***

***Richard Leverett
Long Time Placentia Resident, Long Time Art Teacher/Coach at Valencia High
School, and Volunteer Instructor at City of Placentia Youth Art Workshop***

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 September 20, 2011, meetings of the City Council, Redevelopment Agency, and Industrial Commercial Development Authority was posted on September 15, 2011.

Tania Moreno, Deputy City Clerk

**RECOGNITION FOR YEARS OF SERVICE TO THE PLACENTIA POLICE
DEPARTMENT AND CITY OF PLACENTIA - POLICE CHAPLAIN'S RICHARD
KRYDER AND ED FAULK
CITY COUNCIL AGENDA FOR SEPTEMBER 20, 2011**

Mayor Nelson to introduce Chief of Police Hicks. Chief of Police Hicks and City Council will recognize Mr. Kryder and Mr. Faulk with plaques in appreciation for their years of dedicated service. Both Chaplains will be retiring.

Over the year's Mr. Kryder and Mr. Faulk have been involved with Invocations at our City Council meetings, participated in numerous patrol ride-along's and have extended their volunteer services.

Chaplain Richard Kryder has been a member of the Placentia Police Chaplain Corp since June 18, 2003. He is a long time Placentia resident. Mr. Kryder is bilingual and has served the Hispanic community for many years. He is actively involved in CAM-Central American Mission, which sends missionaries to Spanish speaking countries in Latin America. With his increased involvement in his missionary work, he has little time to continue with the Chaplain program.

Police Chaplain Ed Faulk has been a member of the Placentia Chaplain Corp since September 1993. A resident of Fullerton, Mr. Faulk has devoted many years of service to the Police Department and to the residents of Placentia. He is a Deacon with the Catholic Community, and will be moving his family to Texas later this month. He has been great asset for our local high schools, with the "Every 15 Minutes" program.

Presenter: Chief of Police Hicks

Recipient: Chaplain Richard Kryder and Ed Faulk

**Presentations
September 20, 2011**

**CONSTITUTION WEEK, SEPTEMBER 17-23, 2011
CITY COUNCIL AGENDA FOR SEPTEMBER 20, 2011**

Constitution Week, September 17-23, 2011, will be observed nationwide. In accordance with Public Law No. 915, the President of the United States will again follow procedure and recognize September 17-23 as CONSTITUTION WEEK. That week marks the 224th anniversary of our nation's Constitution.

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

Presenter: Mayor Nelson

Recipient: Carol Feola

**PRESENTATION – UPDATE ON ORANGE BRIDGES PROJECT
CITY COUNCIL AGENDA FOR SEPTEMBER 20, 2011**

Mayor Nelson to introduce Tresa Oliveri. Orange County Transportation Authority representative who will be providing an update on the OC Bridges Project.

Presenter: Tresa Oliveri, OCTA

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
August 16, 2011
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called the meeting to order at 5:32 p.m.

ROLL CALL:

PRESENT: Council/Agency Members Nelson, Yamaguchi, Aguirre, Underhill, Wanke
ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – Two (2) Items
 - a. Placentia Police Officers Association v. City of Placentia, Orange County Superior Court, Case No. 30-2011-00485327
 - b. Mega Lighting, Inc./Norris-Repke v. City of Placentia, Orange County Superior Court No. 30-2010-00385719
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 for Public Employee Performance Evaluation
 - a. City Administrator
 - b. City Attorney

RDA: None

ICDA: None

RECESS: The City Council/Redevelopment Agency/ICDA recessed to Regular Meeting at 7:05 p.m.

CALL TO ORDER:

PRESENT: Council/Agency Members Nelson, Yamaguchi, Aguirre, Underhill, Wanke
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Public Works Director, Steve Drinovsky; Finance Director, Karen Ogawa; Police Chief, Rick Hicks; Management Analyst, Maggie Le; Management Analyst, Eddie De La Torre; Neighborhood Services

Coordinator, Jeannette Ortega; City Clerk Specialist, Kelliagh Brown; Deputy City Clerk, Tania Moreno

INVOCATION: Gary Drabek, Police Chaplain

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Yamaguchi

PRESENTATION:

- a. Quarterly Code Enforcement Update
Presenter: Environmental and Code Compliance Supervisor Bob Makowski

City Administrator Butzlaff provided a brief introduction.

Environmental and Code Compliance Supervisor Bob Makowski provided a quarterly code enforcement update. He provided a PowerPoint presentation. The PowerPoint presentation slides included: Spotlight on Code Enforcement, Code Enforcement Process, Enforcement, and Hoarding. He noted that the object is to resolve the situation and have a positive outcome.

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

CITY ADMINISTRATOR REPORT: City Administrator Butzlaff reported on the following items: He noted that the City Hall main lobby will open to the public on August 17, 2011 and the restroom renovation will require additional time. He announced the Movies in the Park and Concerts in the Park series events.

Chief Hicks informed the public of a missing person by the name of Robert M. Harrod and asked the public to contact the Police Department with any information regarding the disappearance.

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, expressed his concerns regarding the Citizens Task Force, informed City Council the consensus of the community group is to not become a formal Committee.

Pat Alvarez, Representative of American Legion, invited the public and City Council to attend the Patriot Day Ceremony on September 11, 2011 at 7 p.m. at City Hall courtyard.

Craig Green, resident, thanked City Administrator Butzlaff for the information regarding items 1.g., 1.j, and 4.b. He noted that he has received documents from the Finance Department and will continue working on the City Treasurer Report update.

Greg Sowards, Secretary for the Downtown Merchants Association, invited the public and City Council to attend the Association's monthly meetings.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Underhill commented and reported as follows: She attended the Placentia Library Summer Reading event, attended the Orange County Sanitation District meeting, and noted the importance of remembering September 11th.

Mayor Pro Tem Yamaguchi commented and reported as follows: He attended the Yorba Linda Water District meeting and volunteered at the Placentia Library Summer Reading event.

Mayor Nelson commented and reported as follows: He attended the Placentia Library Summer Reading event and the American Cancer Society Relay for Life event. He thanked Environmental and Code Compliance Supervisor Bob Makowski and his Staff for all their hard work. He thanked Chief of Police Hicks for the update on the missing person case of Robert Harrod. He noted the importance of remembering September 11th.

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

A motion was made by Councilmember Underhill, seconded by Councilmember Aguirre, to approve Consent Calendar Item Nos. 1.a. through 1.k. Mayor Pro Tem Yamaguchi abstained from voting on item 1.j. and affirmative on the balance of the consent calendar items

COUNCIL/AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)
- b. **Minutes**
City Council/RDA/ICDA Regular Meeting – August 2, 2011
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)
- c. **City Fiscal Year 2010-2011 Warrant Register for August 3, 2011 Through August 16, 2011**
Financial Impact: \$327,611.09
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)
- d. **Agency Fiscal Year 2010-2011 Warrant Register for August 3, 2011 Through August 16, 2011**
Financial Impact: \$524.38
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)
- e. **City Fiscal Year 2011-2012 Warrant Register for August 3, 2011 Through August 16, 2011**
Financial Impact: \$345,948.20
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)
- f. **Agency Fiscal Year 2011-2012 Warrant Register for August 3, 2011 Through August 16, 2011**
Financial Impact: \$480.53
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)

COUNCIL CONSENT CALENDAR:

- g. **Declaration of Surplus Property**
Financial Impact:
Positive revenue gain from the sale of surplus property
Recommended Action: It is recommended that the City Council:
1) Declare the list of equipment identified in Exhibit A as surplus property and approve their disposition pursuant to the City's Purchasing Policy
2) Authorize the City Administrator or his designee to execute all applicable documents necessary to effectuate this action
(APPROVED 5 – 0, as recommended)
- h. **Award of Contract for Integrated Network Telephone System**
Financial Impact:
Expense: \$175,223.12
Budgeted: \$170,000.00 Account No.: 333523-6840
\$6,000.00 Account No.: 422023-6135
Recommended Action: It is recommended that the City Council:
1) Approve a contract with Integrated Computer Technologies (ICT), in the amount not to exceed \$38,795.00, for the installation of an integrated computer network upgrade and Cisco VOIP telephone system
2) Approve the five (5) year financing lease agreement with Key Government Finance, Inc. at an estimated monthly lease payment of \$3,000.92 (beginning in December 2011 and ending August 2016)
3) Approve a contract with Global Cabling, in an amount not to exceed \$13,533.28 to install ninety-two (92) additional computer ports and certification of all computer cabling throughout City Hall
(APPROVED 5 – 0, as recommended)
- i. **Request to Prohibit Parking During Certain School Hours on Golden Avenue East of Valencia Avenue**
Financial Impact: Minimal
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2011-40, A Resolution of the City Council of the City of Placentia, California prohibiting parking on Golden Avenue during certain school hours and authorizing and directing the City Engineer to mark said area accordingly
(APPROVED 5 – 0, as recommended)
- j. **Memorandum of Understanding for North Orange County Economic Development Partnership**
Financial Impact: Not applicable
Recommended Action: It is recommended that the City Council:
1) Approve the Memorandum of Understanding for the North Orange County Economic Development Partnership
2) Authorize the City Administrator, or his designee to execute the Memorandum of Understanding on behalf of the City, in a form approved by the City Attorney
(APPROVED 4 – 0 – 1, Mayor Pro Tem Yamaguchi abstained)
- k. **Response to Grand Jury's Compensation Study of Orange County Cities**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Approve and authorize the Mayor to sign a letter to the Presiding Judge that responds to the findings and/or recommendations of the Grand Jury's Compensation Study

(APPROVED 5 – 0, as recommended)

AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/AGENCY/ICDA: None

COUNCIL: None

AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS:

a. **Second Reading and Adoption of an Ordinance Amending Chapter 10.26 of Title X of the Placentia Municipal Code Relating to Bingo Games and Regulations for Remote Caller Bingo**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Conduct second reading by title only and adopt, Ordinance O-2011-09, An Ordinance of the City Council of the City of Placentia, California, amending Chapter 10.26 of the Placentia Municipal Code regarding the licensing and regulation of bingo games within the City

(APPROVED 5 – 0, as recommended)

City Administrator Butzlaff provided a brief introduction of the item. He reviewed the recent changes in State Law and noted the ordinance will modify and allow for remote caller bingo.

Discussion ensued among Council and City Staff regarding this item.

A motion was made by Mayor Nelson, seconded by Councilmember Underhill, and carried (5 – 0) to conduct second reading by title only and adopt, Ordinance O-2011-09, An Ordinance of the City Council of the City of Placentia, California, amending Chapter 10.26 of the Placentia Municipal Code regarding the licensing and regulation of bingo games within the City.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson

NOES: None

b. **Formation of Citizens Task Force**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Approve the formation of an Ad-hoc Citizens Task Force consisting of community members and one (1) representative from each of the four (4) City Commission/Committees as determined by the Mayor
 - 2) Review the proposed workplan and provide appropriate direction to Staff
- (APPROVED 4 – 1)**

City Administrator Butzlaff provided a brief introduction of the item.

Discussion ensued among Council and City Staff regarding this item.

Councilmember Underhill asked Jeff Buchanan to inform Council why the community group is not interested in becoming a formal Ad-hoc Citizens Task Force. She recommended delaying the formation of the formal committee.

Jeff Buchanan noted that the community group wishes not to be under the jurisdiction of the Brown Act or under the control of the City Staff.

Mayor Pro Tem Yamaguchi motioned to move forward with the formation of an Ad-hoc Citizens Task Force consisting of three (3) community members and four (4) City Council selected City Commissioners, conduct a cost of trimming trees analysis, sidewalk condition assessment and special district formation analysis.

Mayor Pro Tem Yamaguchi's motion died for a lack of a second.

Discussion ensued among Council and City Staff regarding this item. They noted that if the studies are conducted they will become public records and the community group may review the studies.

A motion was made by Councilmember Underhill, seconded Councilmember Wanke, and carried (4 – 1) to delay the formation of the Ad-hoc Citizens Task Force for sixty days and then revisit the item.

AYES: Aguirre, Underhill, Wanke, Nelson
NOES: Yamaguchi

City Administrator Butzlaff noted that Staff is proposing to conduct a basic assessment engineering study, sidewalk inventory study and community survey on the concept of an assessment district. He requested that City Council directs Staff to move forward with the preliminary engineering study.

Discussion ensued among Council and City Staff regarding this item. City Council directed Staff to move forward with the preliminary engineering study.

c. **Selection of Information Technology Support Services**

Financial Impact:

Expense: Not to exceed \$92,250.00

Budgeted: \$147,000.00 Account No.: 422023-6290

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Synoptek, Inc. to provide IT Support Services for the remainder of Fiscal Year 2011-12 and Fiscal

- Year 2012-13 with a one (1) year extension option, at an estimated annual cost of \$88,800.00
- 2) Approve a 30 day extension of contract with City of Brea IT Solutions, in an amount not to exceed \$3,450.00, for transition services
(APPROVED 4 – 1)

City Administrator Butzlaff provided a brief introduction of the item.

Councilmember Underhill noted her concerns regarding the approval of IT services agreement with Synoptek, Inc.

Discussion ensued among Council and City Staff regarding this item.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, and carried (4 – 1) to approve a professional services agreement with Synoptek, Inc. to provide IT support services for the remainder of Fiscal Year 2011-12 and Fiscal Year 2012-13 with a one (1) year extension option, at an estimated annual cost of \$88,800.00 and approve a 30 day extension of contract with City of Brea IT Solutions, in an amount not to exceed \$3,450.00, for transition services.

AYES: Aguirre, Wanke, Yamaguchi, Nelson
NOES: Underhill

AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

a. **Approve Resolution Authorizing the Preparation of a Procedure for Pre-Qualification of Contractors**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-41, A Resolution of the City Council of the City of Placentia authorizing and directing Staff to prepare a procedure for pre-qualification of contractors seeking to bid on specified public works projects

(APPROVED 5 – 0, as recommended)

City Administrator Butzlaff provided a brief introduction of the item.

Director of Public Works Steve Drinovsky provided a staff report regarding the item. He provided a brief background on the preparation of the procedure for pre-qualification of contractors and noted the recommended action.

Discussion ensued among Council and City Staff regarding this item.

City Attorney Arczynski commented that the process can be difficult and the benefits of having a pre-qualification procedure will benefit the City.

A motion was made by Mayor Nelson, seconded by Councilmember Underhill, and carried (5 – 0) to adopt Resolution No. R-2011-41, a resolution of the City Council of the City of Placentia authorizing and directing Staff to prepare a procedure for pre-qualification of contractors seeking to bid on specified public works projects.

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

AGENCY NEW BUSINESS:

- b. **Redevelopment Agency Enforceable Obligation Payment Schedule**
Financial Impact: Not applicable
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. RA-2011-11, A Resolution of the Board of Directors of the Redevelopment Agency of the City of Placentia establishing an initial Enforceable Obligation Payment Schedule pursuant to California Health and Safety Code § 34169 (g)(1)
(APPROVED 5 – 0, as recommended)

City Administrator/Executive Director Butzlaff provided a brief introduction of the item.

Discussion ensued among Council and City Staff regarding this item.

A motion was made by Mayor/Board Chair Nelson, seconded by Councilmember/Agency Member Aguirre, and carried (5 – 0) to adopt Resolution No. RA-2011-11, a resolution of the Board of Directors of the Redevelopment Agency of the City of Placentia establishing an initial Enforceable Obligation Payment Schedule pursuant to California Health and Safety Code § 34169 (g)(1).

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

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Nelson requested that Council give direction to Staff to insure that the Orange County Transportation Authority and the City work together to assist business owners on Orangethorpe adjacent to the project area during the Grade Separation Project.

City Administrator Butzlaff noted that the Orange County Transportation Authority places contractors in a performance schedule.

ADJOURNMENT:

The City Council/Redevelopment Agency/ICDA Board of Directors adjourned at 8:30 p.m. to a regular meeting on September 6, 2011 at 5:30 p.m.

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

ATTEST:

SCOTT W. NELSON, MAYOR/AGENCY CHAIR

**City of Placentia
Warrant Register
For 9/6/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 1,232,738.22

Warrant Totals by ID

AP	1,151,439.96
EP	81,298.26
IP	0.00
OP	0.00

Fund Name

Warrant Totals by Fund

101-General Fund	339,623.56
225-Asset Seizure	1,826.56
260-Street Lighting District	34,103.67
265-Landscape Maintenance	26,027.68
270-Housing and Community Develop.	900.00
275-Sewer Maintenance	7,329.25
280-Misc Grants Fund	3,590.00
401-City Capital Projects	182,582.29
501-Refuse Administration	190,489.57
505-CNG Fueling Station	1,508.71
601-Employee Health & Welfare	195,239.67
605-Risk Management	6,500.70
615-Information Technology	64,391.45
620-Citywide Services	150,271.49
701-Special Deposits	28,353.62

Void Total: 0.00
Warrant Total: 1,232,738.22

LEGEND

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

Warrant Total: 1,232,738.22

**1c
September 20, 2011**

**City of Placentia
Warrant Register
For 09/01/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002597	08/01/2011
				Vendor Total:	258.00				
EP	ALDWIR, MAMOUN E000113	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,162.41	SEPTEMBER 1		00002598	08/01/2011
				Vendor Total:	1,162.41				
EP	ANDERSON, MARLA E000071	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002599	08/01/2011
				Vendor Total:	882.00				
EP	ARMSTRONG, JOHN T E000046	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,084.00	SEPTEMBER 1		00002600	08/01/2011
				Vendor Total:	1,084.00				
EP	BABCOCK, CHARLES A E000015	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	393.00	SEPTEMBER 1		00002601	08/01/2011
				Vendor Total:	393.00				
EP	BEALS, SHARLENE E000076	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002602	08/01/2011
				Vendor Total:	258.00				
EP	BONESCHANS, DENNIS E000020	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002603	08/01/2011
				Vendor Total:	258.00				
EP	BUNNELL, DONALD E000062	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002604	08/01/2011
				Vendor Total:	624.00				
EP	BURGNER, ARTHUR E000074	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002605	08/01/2011
				Vendor Total:	624.00				
EP	CHANDLER, JOHN P E000109	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	830.00	SEPTEMBER 1		00002606	08/01/2011

**City of Placentia
Warrant Register
For 09/01/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check#	Check Date
				Vendor Total:	830.00				
EP	CHANG, ROBERT E000107	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,178.00	SEPTEMBER 1		00002607	08/01/2011
				Vendor Total:	1,178.00				
EP	CHRISTIAN, SHIRLEY E000012	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002608	08/01/2011
				Vendor Total:	882.00				
EP	COBBETT, GEOFFREY E000007	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	753.00	SEPTEMBER 1		00002609	08/01/2011
				Vendor Total:	753.00				
EP	COOK, ARLENE M E000018	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002610	08/01/2011
				Vendor Total:	624.00				
EP	D'AMATO, ROBERT E000056	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002611	08/01/2011
				Vendor Total:	882.00				
EP	DAVID, PRESTON E000112	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	869.24	SEPTEMBER 1		00002612	08/01/2011
				Vendor Total:	869.24				
EP	DAVIS, CAROLYN E000005	OCT,NOV,DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,872.00	SEPTEMBER 1		00002613	08/01/2011
				Vendor Total:	1,872.00				
EP	DELOS SANTOS, JAMIE E000045	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002614	08/01/2011
				Vendor Total:	882.00				
EP	DICKSON, ROBERTA JO E000011	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002615	08/01/2011
				Vendor Total:	258.00				
EP	DOWNEY, CAROL	SEPT MEDICAL REIMBURSEMENT	395083-5161	R082311	624.00	SEPTEMBER 1		00002616	08/01/2011

**City of Placentia
Warrant Register
For 09/01/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000082		Health Insurance Premiums						
				Vendor Total:	624.00				
EP	DURNIL, RODNEY E000036	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	869.24	SEPTEMBER 1		00002617	08/01/2011
				Vendor Total:	869.24				
EP	ECKENRODE, NORMAN E000029	OCT,NOV,DEC MEDICAL REIMBU	395083-5161 Health Insurance Premiums	R082311	1,872.00	SEPTEMBER 1		00002618	08/01/2011
				Vendor Total:	1,872.00				
EP	ELSTRO, ANN M E000027	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002619	08/01/2011
				Vendor Total:	624.00				
EP	ESCOBOSA, LILLIAN E000055	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002620	08/01/2011
				Vendor Total:	624.00				
EP	ESPINOZA, ROSALINDA E000016	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	387.00	SEPTEMBER 1		00002621	08/01/2011
				Vendor Total:	387.00				
EP	FIGUEROA, DANIEL E000057	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	380.62	SEPTEMBER 1		00002622	08/01/2011
				Vendor Total:	380.62				
EP	FISCHER, HAROLD A E000023	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002623	08/01/2011
				Vendor Total:	624.00				
EP	FRICKE, JUERGEN E000075	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	684.00	SEPTEMBER 1		00002624	08/01/2011
				Vendor Total:	684.00				
EP	FULLER, GLENN H E000081	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	789.00	SEPTEMBER 1		00002625	08/01/2011
				Vendor Total:	789.00				

**City of Placentia
Warrant Register
For 09/01/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	GALLANT, KAREN E000008	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002626	08/01/2011
				Vendor Total:	882.00				
EP	GARNER, JO ANN E000047	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002627	08/01/2011
				Vendor Total:	624.00				
EP	GARNER, KITTY E000080	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002628	08/01/2011
				Vendor Total:	882.00				
EP	GOMEZ, DANIEL E000049	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	753.00	SEPTEMBER 1		00002629	08/01/2011
				Vendor Total:	753.00				
EP	GRIMM, DENNIS L E000042	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	398.00	SEPTEMBER 1		00002630	08/01/2011
				Vendor Total:	398.00				
EP	HOCH, ELEANOR M E000078	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002631	08/01/2011
				Vendor Total:	258.00				
EP	ICMA RETIREMENT TRUST V000496	P/E 8/6/11 PD DATE 8/12/11	0010-2170 Deferred Comp Payable - ICMA	PY11016	6,916.79	2995/1101016		00002596	08/12/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/6/11 PD DATE 8/12/11	0043-2170 Deferred Comp Payable - ICMA	PY11016	50.00	2995/1101016		00002596	08/12/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/6/11 PD DATE 8/12/11	0029-2170 Deferred Comp Payable - ICMA	PY11016	64.50	2995/1101016		00002596	08/12/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/6/11 PD DATE 8/12/11	0037-2170 Deferred Comp Payable - ICMA	PY11016	109.50	2995/1101016		00002596	08/12/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/6/11 PD DATE 8/12/11	0048-2170 Deferred Comp Payable - ICMA	PY11016	106.75	2995/1101016		00002596	08/12/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/20/11 PD DATE 8/26/11	0010-2170 Deferred Comp Payable - ICMA	PY11017	6,966.78	2995/1101017		00002691	08/26/2011

**City of Placentia
Warrant Register
For 09/01/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check#	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 8/20/11 PD DATE 8/26/11	0029-2170 Deferred Comp Payable - ICMA	PY11017	64.50	2995/1101017		00002691	08/26/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/20/11 PD DATE 8/26/11	0043-2170 Deferred Comp Payable - ICMA	PY11017	50.00	2995/1101017		00002691	08/26/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/20/11 PD DATE 8/26/11	0048-2170 Deferred Comp Payable - ICMA	PY11017	106.75	2995/1101017		00002691	08/26/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/20/11 PD DATE 8/26/11	0037-2170 Deferred Comp Payable - ICMA	PY11017	109.51	2995/1101017		00002691	08/26/2011
Vendor Total:					14,545.08				
EP	IRVINE, SUZETTE E000019	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002632	08/01/2011
Vendor Total:					624.00				
EP	JENKINS, ROBERT E000084	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	789.00	SEPTEMBER 1		00002633	08/01/2011
Vendor Total:					789.00				
EP	JOHNSON, SHARON E000099	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002634	08/01/2011
Vendor Total:					624.00				
EP	JONES, ROBERT E000053	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	229.88	SEPTEMBER 1		00002635	08/01/2011
Vendor Total:					229.88				
EP	JUDD, TERRELL E000115	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,162.41	SEPTEMBER 1		00002636	08/01/2011
Vendor Total:					1,162.41				
EP	KIRKLAND, RICHARD L E000110	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	387.00	SEPTEMBER 1		00002637	08/01/2011
Vendor Total:					387.00				
EP	LABORDE, JOHN G E000039	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002638	08/01/2011

City of Placentia
Warrant Register
For 09/01/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	624.00				
EP	LITTLE, DIANE M E000098	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	398.00	SEPTEMBER 1		00002639	08/01/2011
				Vendor Total:	398.00				
EP	LOWREY, B.J E000041	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	283.00	SEPTEMBER 1		00002640	08/01/2011
				Vendor Total:	283.00				
EP	MAERTZWEILER, MICHAEL E000032	OCT,NOV,DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,872.00	SEPTEMBER 1		00002641	08/01/2011
				Vendor Total:	1,872.00				
EP	MANNING, VEDA M E000063	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002642	08/01/2011
				Vendor Total:	258.00				
EP	MARMOLEJO, PACO E000068	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,178.00	SEPTEMBER 1		00002643	08/01/2011
				Vendor Total:	1,178.00				
EP	MILANO, JAMES E000054	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	753.00	SEPTEMBER 1		00002644	08/01/2011
				Vendor Total:	753.00				
EP	MILLER, RICHARD E000106	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	830.00	SEPTEMBER 1		00002645	08/01/2011
				Vendor Total:	830.00				
EP	MONTOOTH, MARLENE E000021	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002646	08/01/2011
				Vendor Total:	258.00				
EP	MOORE, LARRY W E000044	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,178.00	SEPTEMBER 1		00002647	08/01/2011
				Vendor Total:	1,178.00				
EP	NAJERA, ROBERT JR	SEPT MEDICAL REIMBURSEMENT	395083-5161	R082311	869.24	SEPTEMBER 1		00002648	08/01/2011

City of Placentia
Warrant Register
For 09/01/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000065		Health Insurance Premiums						
				Vendor Total:	869.24				
EP	NISSEN, JANICE E000073	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002649	08/01/2011
				Vendor Total:	258.00				
EP	OLEA, ARLENE J E000014	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,178.00	SEPTEMBER 1		00002650	08/01/2011
				Vendor Total:	1,178.00				
EP	ORTEGA, MANUEL E E000100	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002651	08/01/2011
				Vendor Total:	624.00				
EP	PALMER, GEORGE E000094	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	830.00	SEPTEMBER 1		00002652	08/01/2011
				Vendor Total:	830.00				
EP	PASCUA, RAYNALD E000114	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,178.00	SEPTEMBER 1		00002653	08/01/2011
				Vendor Total:	1,178.00				
EP	PASPALL, MIHAJLO E000085	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	567.76	SEPTEMBER 1		00002654	08/01/2011
				Vendor Total:	567.76				
EP	PEREZ, ROBERT E000111	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	229.88	SEPTEMBER 1		00002655	08/01/2011
				Vendor Total:	229.88				
EP	PICHON, WALTER E000103	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	290.00	SEPTEMBER 1		00002656	08/01/2011
				Vendor Total:	290.00				
EP	PONCE, EDMUND M E000040	OCT,NOV,DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	774.00	SEPTEMBER 1		00002657	08/01/2011
				Vendor Total:	774.00				

City of Placentia
Warrant Register
For 09/01/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check#	Check Date
EP	POWELL, EDWIN T E000060	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002658	08/01/2011
				Vendor Total:	258.00				
EP	REDIFER, KIM R E000022	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	830.00	SEPTEMBER 1		00002659	08/01/2011
				Vendor Total:	830.00				
EP	RENDEN, BRIAN E000083	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,095.00	SEPTEMBER 1		00002660	08/01/2011
				Vendor Total:	1,095.00				
EP	REYES, ROGER T E000024	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	753.00	SEPTEMBER 1		00002661	08/01/2011
				Vendor Total:	753.00				
EP	RICE, RUSSELL J E000059	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	879.00	SEPTEMBER 1		00002662	08/01/2011
				Vendor Total:	879.00				
EP	RISHER, THOMAS A E000013	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	753.00	SEPTEMBER 1		00002663	08/01/2011
				Vendor Total:	753.00				
EP	RITCHIE, SYLVIA E000072	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002664	08/01/2011
				Vendor Total:	624.00				
EP	RIVERA, AIDA E000026	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002665	08/01/2011
				Vendor Total:	258.00				
EP	ROACH, MICHAEL E000105	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,084.00	SEPTEMBER 1		00002666	08/01/2011
				Vendor Total:	1,084.00				
EP	ROBB, SANDRA E000043	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	753.00	SEPTEMBER 1		00002667	08/01/2011

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				Vendor Total:	753.00				
EP	ROBERTSON, JAMES S E000093	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	267.88	SEPTEMBER 1		00002668	08/01/2011
				Vendor Total:	267.88				
EP	RODARTE, JOE R E000034	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	670.00	SEPTEMBER 1		00002669	08/01/2011
				Vendor Total:	670.00				
EP	ROKOSZ, KEN A E000035	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	380.62	SEPTEMBER 1		00002670	08/01/2011
				Vendor Total:	380.62				
EP	ROSE, RICHARD D E000050	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	990.00	SEPTEMBER 1		00002671	08/01/2011
				Vendor Total:	990.00				
EP	ROWLEY, KENNETH E000091	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	393.00	SEPTEMBER 1		00002672	08/01/2011
				Vendor Total:	393.00				
EP	SALE, LEE R E000031	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002673	08/01/2011
				Vendor Total:	882.00				
EP	SANCHEZ, LAURA E000058	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002674	08/01/2011
				Vendor Total:	258.00				
EP	SANGOLUISA, ZORA G E000048	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	258.00	SEPTEMBER 1		00002675	08/01/2011
				Vendor Total:	258.00				
EP	SCHULTZ, DANIEL E000070	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	387.00	SEPTEMBER 1		00002676	08/01/2011
				Vendor Total:	387.00				
EP	SOMOYA, JOHN P	SEPT MEDICAL REIMBURSEMENT	395083-5161	R082311	770.00	SEPTEMBER 1		00002677	08/01/2011

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	E000089		Health Insurance Premiums						
				Vendor Total:	770.00				
EP	SOTO, PHILIP J E000052	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002678	08/01/2011
				Vendor Total:	624.00				
EP	SPRAGUE, GARY A E000064	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,084.00	SEPTEMBER 1		00002679	08/01/2011
				Vendor Total:	1,084.00				
EP	TAYLOR, DAVID M E000088	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	830.00	SEPTEMBER 1		00002680	08/01/2011
				Vendor Total:	830.00				
EP	THOMANN, DARYLL L E000101	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002681	08/01/2011
				Vendor Total:	624.00				
EP	TOTH, STEVE E000067	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	770.00	SEPTEMBER 1		00002682	08/01/2011
				Vendor Total:	770.00				
EP	TRIFOS, WILLIAM E000104	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,095.00	SEPTEMBER 1		00002683	08/01/2011
				Vendor Total:	1,095.00				
EP	VAN HOUTEN, BROOKS E000028	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	624.00	SEPTEMBER 1		00002684	08/01/2011
				Vendor Total:	624.00				
EP	VERSTYNEN, WILLIAM E000092	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	387.00	SEPTEMBER 1		00002685	08/01/2011
				Vendor Total:	387.00				
EP	WAHL, KATHLEEN A E000030	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	387.00	SEPTEMBER 1		00002686	08/01/2011
				Vendor Total:	387.00				

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EP	WIEST, STEPHEN E000079	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002687	08/01/2011
Vendor Total:					882.00				
EP	WORDEN, LARRY M E000116	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	1,095.00	SEPTEMBER 1		00002688	08/01/2011
Vendor Total:					1,095.00				
EP	ZAMORA, JERRY E000037	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	830.00	SEPTEMBER 1		00002689	08/01/2011
Vendor Total:					830.00				
EP	ZINN, JOHN E000009	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R082311	882.00	SEPTEMBER 1		00002690	08/01/2011
Vendor Total:					882.00				
Type Total:					81,298.26				
MW OH	ABBA TERMITE & PEST CO V000087	BEE TRAP SERVICE	433654-6130 Repair & Maint/Facilities	TK0825A	180.00	17260B	P05426	00073792	09/06/2011
MW OH	ABBA TERMITE & PEST CO V000087	BEE TRAP SERVICE	433654-6130 Repair & Maint/Facilities	TK0825A	180.00	17261B	P05426	00073792	09/06/2011
Vendor Total:					360.00				
MW OH	ADAMS, ED V001652	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79140-6060 Instructional Services	TK0825E	2,397.20	SUMMER 11	P05695	00073793	09/06/2011
Vendor Total:					2,397.20				
MW OH	ADARLO, JOYCE V007829	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK0825A	100.00	72481		00073794	09/06/2011
Vendor Total:					100.00				
MW OH	ADT SECURITY SERVICES II V006602	VIDEO SURVEILLANCE SYSTEM-E	103655-6840 Machinery & Equipment	TK0825F	5,385.57	50125845	P05194	00073795	09/06/2011
Vendor Total:					5,385.57				
MW OH	ALARM CENTRAL INC. V006825	GOMEZ ALARM MAINT	433654-6127 Alarm Monitoring	TK0825F	95.00	60425	P05542	00073796	09/06/2011

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					Vendor Total:	95.00			
MW OH	ALCALA, JASON V006564	ACT-REG,MEAL,MILEAGE	103041-6250 Staff Training	TK0825A	55.44	7932	P05731	00073797	09/06/2011
MW OH	ALCALA, JASON V006564	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825A	22.70	3319	P05742	00073797	09/06/2011
					Vendor Total:	78.14			
MW OH	ALEXANDER, KENNETH V003107	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825A	22.70	7123	P05741	00073798	09/06/2011
					Vendor Total:	22.70			
MW OH	ALMOND, ALBERT V004382	PROPERTY INSPECTIONS/WORK	302535-6099 Other Professional Services	TK0825A	150.00	4381	P05699	00073799	09/06/2011
MW OH	ALMOND, ALBERT V004382	PROPERTY INSPECTIONS/WORK	302535-6099 Other Professional Services	TK0825A	150.00	4385	P05699	00073799	09/06/2011
MW OH	ALMOND, ALBERT V004382	PROPERTY INSPECTIONS/WORK	302535-6099 Other Professional Services	TK0825A	150.00	4386	P05699	00073799	09/06/2011
MW OH	ALMOND, ALBERT V004382	PROPERTY INSPECTIONS/WORK	302535-6099 Other Professional Services	TK0825A	150.00	4387	P05699	00073799	09/06/2011
MW OH	ALMOND, ALBERT V004382	PROPERTY INSPECTIONS/WORK	302535-6099 Other Professional Services	TK0825A	150.00	4388	P05699	00073799	09/06/2011
MW OH	ALMOND, ALBERT V004382	PROPERTY INSPECTIONS/WORK	302535-6099 Other Professional Services	TK0825A	150.00	4391	P05699	00073799	09/06/2011
					Vendor Total:	900.00			
MW OH	ALVARADO, MIGUEL V007828	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0825A	150.00	72685		00073800	09/06/2011
					Vendor Total:	150.00			
MW OH	ALVAREZ, KARINA V007830	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825A	50.00	72486		00073801	09/06/2011
					Vendor Total:	50.00			
MW OH	ANAHEIM ICE V000318	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79114-6060 Instructional Services	TK0825A	140.40	SUMMER 2011	P05694	00073802	09/06/2011

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				Vendor Total:	140.40				
MW OH	ANDERSON, CHRIS V002769	LEADERSHIP DEV PROGRAM-MEA	103041-6250 Staff Training	TK0825E	62.00	7142	P05728	00073803	09/06/2011
MW IP	ANDERSON, CHRIS V002769	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	500.00	081711	P05760	00073724	08/17/2011
				Vendor Total:	562.00				
MW IP	ANGEL, BRYCE V002886	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	400.00	081711	P05751	00073725	08/17/2011
				Vendor Total:	400.00				
MW IP	ANTHEM LIFE INSURANCE V000046	AUG OPTIONAL LIFE INSURANCE	0010-2186 Optional Life Insurance	ITK0811B	5.00	080111		00073715	08/15/2011
MW OH	ANTHEM LIFE INSURANCE V000046	SEPT OPTIONAL LIFE INSURANCE	0010-2186 Optional Life Insurance	TK0825E	5.00	090111		00073804	09/06/2011
				Vendor Total:	10.00				
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0825A	383.09	502-6160784	P05489	00073805	09/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0825A	108.57	502-6160785	P05489	00073805	09/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0825A	262.11	502-6179940	P05489	00073805	09/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0825A	82.50	502-6179941	P05489	00073805	09/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0825E	333.66	502-6198925	P05489	00073805	09/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0825E	108.57	502-6198926	P05489	00073805	09/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0825F	405.28	502-6217981	P05489	00073805	09/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0825F	71.82	502-6217982	P05489	00073805	09/06/2011

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				Vendor Total:	1,755.60				
MW IP	ARCZYNSKI, ANDREW V V005588	JULY CITY ATTORNEY FEES	101005-6005 Legal Services	ITK0811B	17,420.30	073111	P05402	00073716	08/15/2011
				Vendor Total:	17,420.30				
MW IP	AT&T V004144	MONTHLY ELECTRIC CHARGES	S0010-1220 Accts Rec/Plac Library Dist	ITK0811B	15.19	080111		00073717	08/15/2011
MW IP	AT&T V004144	MONTHLY ELECTRIC CHARGES	296561-6215 Telephone	ITK0811B	73.43	080111		00073717	08/15/2011
MW IP	AT&T V004144	MONTHLY ELECTRIC CHARGES	431010-6215 Telephone	ITK0811B	797.73	080111		00073717	08/15/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	ITK0817B	76.83	080611		00073726	08/17/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	ITK0817B	678.25	080611		00073726	08/17/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	ITK0829A	3,230.85	081211		00073768	08/31/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	ITK0829A	76.29	081211		00073768	08/31/2011
MW OH	AT&T V004144	JULY PHONE CHARGES	431010-6215 Telephone	TK0825F	3,413.89	081311		00073806	09/06/2011
MW OH	AT&T V004144	JULY PHONE CHARGES	296561-6215 Telephone	TK0825F	76.29	081311		00073806	09/06/2011
				Vendor Total:	8,438.75				
MW OH	AUDISS, JAY S V003366	ELECTRONIC SURV-MILEAGE,ME,	103041-6250 Staff Training	TK0825A	30.44	6192	P05748	00073807	09/06/2011
MW IP	AUDISS, JAY S V003366	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	500.00	081711	P05758	00073727	08/17/2011
				Vendor Total:	530.44				
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	TK0825A	16.16	11-251768	P05451	00073808	09/06/2011

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MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	TK0825A	163.26	11-251871	P05451	00073808	09/06/2011
Vendor Total:					179.42				
MW OH	BCSRA V007687	SUMMER SEASON FUTSAL REFRE	104071-6275 / 79105-6275 Officiating	TK0825E	96.00	2	P05593	00073809	09/06/2011
Vendor Total:					96.00				
MW IP	BECKER TIRE & SERVICE C V007479	TIRE REPAIR	0043-1505 Auto Supply Inventory	ITK0811A	91.35	2122958	P04941	00073701	08/15/2011
Vendor Total:					91.35				
MW OH	BORER, REBECCA V001804	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	TK0825A	182.00	SUMMER 2011	P05693	00073810	09/06/2011
Vendor Total:					182.00				
MW OH	BUENO, KARLO V007561	DEPOSIT REFUND - OBERLE GYM	100000-4385 / 79179-4385 Facility Rental	TK0825A	100.00	72804		00073811	09/06/2011
Vendor Total:					100.00				
MW OH	BURKE WILLIAMS & SOREN V006247	JULY LEGAL SERVICES	101005-6005 Legal Services	TK0825A	15,371.09	148658	P05716	00073812	09/06/2011
Vendor Total:					15,371.09				
MW OH	BUSH, PHILLIP V002953	LEADERSHIP DEV PROGRAM-MEA	103042-6250 Staff Training	TK0825A	62.00	6691	P05743	00073813	09/06/2011
MW IP	BUSH, PHILLIP V002953	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	350.00	081711	P05753	00073728	08/17/2011
Vendor Total:					412.00				
MW IP	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	104070-6315 Office Supplies	ITK0830A	21.88	19489	P04064	00073775	08/31/2011
Vendor Total:					21.88				
MW OH	BUTZLAFF, TROY V005326	SEPT MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK0825A	100.00	SEPT 11		00073814	09/06/2011
MW OH	BUTZLAFF, TROY	SEPT PHONE ALLOWANCE	101511-5199	TK0825A	100.00	SEPT 2011		00073814	09/06/2011

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	V005326		Other Employee Benefits						
				Vendor Total:	200.00				
MW IP	C2 REPROGRAPHICS V004106	PRINTING SERVICES-GOMEZ PRO.	333554-6185 / 6107040023-6185 Construction Services	ITK0811A	2,596.62	417556	P05673	00073702	08/15/2011
MW IP	C2 REPROGRAPHICS V004106	PRINTING SERVICES-GOMEZ PRO.	333554-6185 / 6107040023-6185 Construction Services	ITK0811A	782.67	419923	P05673	00073702	08/15/2011
MW IP	C2 REPROGRAPHICS V004106	PRINTING SERVICES-KRAEMER PI	333555-6185 / 6104940023-6185 Construction Services	ITK0811A	390.29	419924	P05687	00073702	08/15/2011
MW IP	C2 REPROGRAPHICS V004106	PRINTING SERVICES-KRAEMER PI	333555-6185 / 6104940023-6185 Construction Services	ITK0811A	728.51	717650	P05687	00073702	08/15/2011
MW OH	C2 REPROGRAPHICS V004106	PRINTING SRVS-SPEC BOOKS FOR	333554-6185 / 6106340037-6185 Construction Services	TK0825F	345.28	428202	P05799	00073815	09/06/2011
				Vendor Total:	4,843.37				
MW OH	CALIFORNIA PUBLIC EMPLOYEES V006234	SEPT MEDICAL INSURANCE PREMIUM	395000-4715 ISF Health Ins Reimbursement	TK0825A	112,270.27	H20110905000C		00073816	09/06/2011
MW OH	CALIFORNIA PUBLIC EMPLOYEES V006234	SEPT MEDICAL INSURANCE PREMIUM	104071-5105 Health Insurance Allocation	TK0825A	260.40	H20110905000C		00073816	09/06/2011
MW OH	CALIFORNIA PUBLIC EMPLOYEES V006234	SEPT MEDICAL INSURANCE PREMIUM	395083-5161 Health Insurance Premiums	TK0825A	9,936.99	H20110905000C		00073816	09/06/2011
				Vendor Total:	122,467.66				
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 8/6/11 PD DATE 8/12/11	0029-2196 Garnishments W/H	PY11016	55.40	2700/1101016		00073689	08/12/2011
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 8/6/11 PD DATE 8/12/11	0048-2196 Garnishments W/H	PY11016	83.09	2700/1101016		00073689	08/12/2011
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 8/6/11 PD DATE 8/12/11	0010-2196 Garnishments W/H	PY11016	1,553.08	2700/1101016		00073689	08/12/2011
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 8/20/11 PD DATE 8/26/11	0048-2196 Garnishments W/H	PY11017	83.09	2700/1101017		00073756	08/26/2011
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 8/20/11 PD DATE 8/26/11	0029-2196 Garnishments W/H	PY11017	55.40	2700/1101017		00073756	08/26/2011

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MW OH	CALIFORNIA STATE DISBU# V004813	P/E 8/20/11 PD DATE 8/26/11	0010-2196 Garnishments W/H	PY11017	1,553.08	2700/1101017		00073756	08/26/2011
				Vendor Total:	3,383.14				
MW IP	CALPERS V007821	EDUCATIONAL FORUM-PISCHEL	101512-6245 Meetings & Conferences	ITK0817B	300.00	102411	P05701	00073729	08/17/2011
MW IP	CALPERS V007821	EDUCATIONAL FORUM-SANCHEZ	101512-6245 Meetings & Conferences	ITK0817B	300.00	102511	P05701	00073729	08/17/2011
				Vendor Total:	600.00				
MW OH	CANALES, DOLORES V007831	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825A	100.00	72683		00073817	09/06/2011
				Vendor Total:	100.00				
MW OH	CAPRCBM V007826	COMMISSIONER DUES	104071-6255 Dues & Memberships	TK0825E	175.00	82311	P05727	00073818	09/06/2011
				Vendor Total:	175.00				
MW OH	CARDENAS, JOEL V002648	SEPT MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK0825A	50.00	SEPT 11		00073819	09/06/2011
				Vendor Total:	50.00				
MW OH	CGTF V007827	CA GANG TASK CONF-REG UCED/	103042-6250 Staff Training	TK0825A	250.00	7719	P05749	00073820	09/06/2011
				Vendor Total:	250.00				
MW OH	CHAUNCEY, STEVE V006794	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825A	22.70	9513	P05736	00073821	09/06/2011
				Vendor Total:	22.70				
MW IP	CITY OF BREA V000125	JUNE IT SUPPORT SERVICES	422023-6290 Dept. Contract Services	ITK0811A	9,197.51	8-1380	P04129	00073703	08/15/2011
MW OH	CITY OF BREA V000125	PRINTING SERVICES-2011/2012 BU	102021-6230 Printing & Binding	TK0825E	592.55	6-259	P05541	00073822	09/06/2011
MW OH	CITY OF BREA V000125	JULY IT SUPPORT SERVICES	422023-6290 Dept. Contract Services	TK0825G	7,965.81	6-264	P05806	00073822	09/06/2011

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				Vendor Total:	17,755.87				
MW OH	CLEAN CITY V007411	JULY GRAFFITI REMOVAL	103652-6290 Dept. Contract Services	TK0825A	28,373.00	P107	P05495	00073823	09/06/2011
				Vendor Total:	28,373.00				
MW OH	COMMUNITY HEALTH CHA V000192	P/E 8/6/11 PD DATE 8/12/11	0010-2194 CHAD	PY11016	14.00	2640/1101016		00073690	08/12/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 8/6/11 PD DATE 8/12/11	0037-2194 CHAD	PY11016	1.00	2640/1101016		00073690	08/12/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 8/20/11 PD DATE 8/26/11	0010-2194 CHAD	PY11017	14.00	2640/1101017		00073757	08/26/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 8/20/11 PD DATE 8/26/11	0037-2194 CHAD	PY11017	1.00	2640/1101017		00073757	08/26/2011
				Vendor Total:	30.00				
MW OH	COMPUTER SERVICES COM V000258	APRIL SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK0825F	166.25	3859-02136		00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0825A	2,850.00	3858-85	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	APRIL SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	145.50	3859-02128	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	APRIL SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	3,306.42	3859-02134	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	APRIL SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	166.25	3859-02136	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	APRIL SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	145.50	3859-02139	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	APRIL SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	278.50	3859-02140	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	APRIL SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	145.50	3859-02144	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM	APRIL SIGNAL MAINT	103652-6099	TK0825F	97.00	3859-02147	P05496	00073824	09/06/2011

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	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM V000258	MAY SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	1,268.00	3859-02162	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	MAY SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	388.00	3859-02166	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	MAY SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	388.00	3859-02182	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	MAY SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	142.50	3859-02196	P05496	00073824	09/06/2011
MW OH	COMPUTER SERVICES COM V000258	MAY SIGNAL MAINT	103652-6099 Other Professional Services	TK0825F	1,079.44	3859-02197	P05496	00073824	09/06/2011
				Vendor Total:	10,566.86				
MW OH	COUNTY OF ORANGE V000701	2011/12 LAFCO COSTS PURSUANT	101001-6255 Dues & Memberships	TK0825A	4,843.89	GA00146	P05714	00073825	09/06/2011
				Vendor Total:	4,843.89				
MW OH	COUNTY OF ORANGE V005595	YEARLY INSPECTION-UNDERGRO	433654-6130 Repair & Maint/Facilities	TK0825F	1,955.00	IN0877048	P05782	00073826	09/06/2011
				Vendor Total:	1,955.00				
MW IP	COUNTY OF ORANGE TREA V000715	CUSTODY CHARGE FOR PMC BOO	103040-6290 Dept. Contract Services	ITK0811A	214.88	SH29610	P05677	00073704	08/15/2011
				Vendor Total:	214.88				
MW OH	CRAWFORD, CLAYTON V007788	PEBT TRAINING-PARKING,MILEA	103043-6250 Staff Training	TK0825A	21.65	7459	P05665	00073827	09/06/2011
				Vendor Total:	21.65				
MW IP	CRYE PRECISION LLC V007162	SWAT BALLISTIC HELMETS	103041-6360 / 50055-6360 Uniforms	ITK0811A	3,912.40	IN00022983	P05344	00073705	08/15/2011
				Vendor Total:	3,912.40				
MW OH	D & D SERVICES INC. V007321	JULY ANIMAL FREEZER SRVS	103045-6280 Animal Control Services	TK0825B	240.00	19568	P05500	00073828	09/06/2011
MW IP	D & D SERVICES INC.	JUNE ANIMAL CONTROL-FREEZEI	103045-6280	ITK0817A	240.00	19456	P05681	00073743	08/17/2011

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	V007321		Animal Control Services						
				Vendor Total:	480.00				
MW IP	DALEY & HEFT ATTORNEY; LEGAL SERVICES-MORALES CASE V005914		404582-6210 / 10020-6210 Liability Claims	ITK0830A	1,375.00	38127	P05766	00073777	08/31/2011
MW IP	DALEY & HEFT ATTORNEY; LEGAL SERVICES-MORALES CASE V005914		404582-6210 / 10020-6210 Liability Claims	ITK0830A	4,920.70	38474	P05766	00073777	08/31/2011
				Vendor Total:	6,295.70				
MW OH	DAUGHERTY, WILLIAM V007832	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	100.00	72487		00073829	09/06/2011
				Vendor Total:	100.00				
MW OH	DE LA TORRE, EDUARDO V003527	SEPT MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK0825B	25.00	SEPT 11		00073830	09/06/2011
MW OH	DE LA TORRE, EDUARDO V003527	SEPT MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK0825B	5.00	SEPT 11		00073830	09/06/2011
MW OH	DE LA TORRE, EDUARDO V003527	SEPT MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK0825B	20.00	SEPT 11		00073830	09/06/2011
				Vendor Total:	50.00				
MW OH	DELA ROSA, MYLENE V007833	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	100.00	72483		00073831	09/06/2011
				Vendor Total:	100.00				
MW OH	DELL MARKETING L.P. V000301	10 COMPUTER MONITORS	422023-6840 Machinery & Equipment	TK0825E	2,220.73	XFDKT29D2	P05620	00073832	09/06/2011
MW OH	DELL MARKETING L.P. V000301	COMPUTER MONITORS WARRANT	422023-6840 Machinery & Equipment	TK0825E	570.00	XFDKT29D2-A	P05638	00073832	09/06/2011
				Vendor Total:	2,790.73				
MW IP	DELTACARE USA V005298	AUG DENTAL INSURANCE PREMIUM	395000-4720 ISF Dental Ins Reimbursement	ITK0811B	1,502.30	4221743		00073718	08/15/2011
MW IP	DELTACARE USA V005298	AUG DENTAL INSURANCE PREMIUM	101002-5115 Dental Ins Allocation	ITK0811B	22.12	4221743		00073718	08/15/2011
MW IP	DELTACARE USA	AUG DENTAL INSURANCE PREMIUM	101513-5115	ITK0811B	22.12	4221743		00073718	08/15/2011

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	V005298		Dental Ins Allocation						
MW IP	DELTACARE USA V005298	AUG DENTAL INSURANCE PREMII	395083-5162 Dental Insurance Premiums	ITK0811B	450.69	4221743		00073718	08/15/2011
				Vendor Total:	1,997.23				
MW IP	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	101512-6099 Other Professional Services	ITK0830A	128.00	852605	P04148	00073778	08/31/2011
MW IP	DEPARTMENT OF JUSTICE V000213	JUNE LIVESCAN PROCESSING	101512-6099 Other Professional Services	ITK0830A	497.00	857882	P04148	00073778	08/31/2011
				Vendor Total:	625.00				
MW OH	DI-MAJO, CLAUDIA V005876	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	TK0825B	150.00	72687		00073833	09/06/2011
				Vendor Total:	150.00				
MW OH	DOEN, JEANETTE V007835	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	50.00	72482		00073834	09/06/2011
				Vendor Total:	50.00				
MW OH	DOMER, KEN V005932	SEPT MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK0825B	100.00	SEPT 11		00073835	09/06/2011
				Vendor Total:	100.00				
MW OH	DOMINGUEZ, VERONICA V007853	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0825B	150.00	72806		00073836	09/06/2011
				Vendor Total:	150.00				
MW IP	DREW, BRIAN V004950	REIMBURSEMENT BIKE TRAININC	213041-6245 Meetings & Conferences	ITK0830A	67.32	6319	P05713	00073779	08/31/2011
				Vendor Total:	67.32				
MW OH	DRINOVSKY, STEPHEN V005729	SEPT MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK0825B	75.00	SEPT 11		00073837	09/06/2011
MW OH	DRINOVSKY, STEPHEN V005729	SEPT MONTHLY EXPENSES	483556-5001 Salaries/Full-Time Regular	TK0825B	25.00	SEPT 11		00073837	09/06/2011
				Vendor Total:	100.00				

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MW IP	DRLIK, GARY V004475	CALIF OFFICER MEMORIAL-HOTE	103043-6245 Meetings & Conferences	ITK0830A	113.66	8594	P05708	00073780	08/31/2011
Vendor Total:					113.66				
MW IP	E.B.A.& M CORP V000362	AUG DENTAL INSURANCE PREMII	395083-5162 Dental Insurance Premiums	ITK0811B	494.50	AUGUST 11		00073719	08/15/2011
MW IP	E.B.A.& M CORP V000362	AUG DENTAL INSURANCE PREMII	395000-4720 ISF Dental Ins Reimbursement	ITK0811B	402.50	AUGUST 11		00073719	08/15/2011
Vendor Total:					897.00				
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 8/6/11 PD DATE 8/12/11	0010-2196 Garnishments W/H	PY11016	234.55	2711/1101016		00073691	08/12/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 8/6/11 PD DATE 8/12/11	0048-2196 Garnishments W/H	PY11016	46.92	2711/1101016		00073691	08/12/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 8/6/11 PD DATE 8/12/11	0029-2196 Garnishments W/H	PY11016	31.27	2711/1101016		00073691	08/12/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 8/20/11 PD DATE 8/26/11	0048-2196 Garnishments W/H	PY11017	46.92	2711/1101017		00073758	08/26/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 8/20/11 PD DATE 8/26/11	0029-2196 Garnishments W/H	PY11017	31.27	2711/1101017		00073758	08/26/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 8/20/11 PD DATE 8/26/11	0010-2196 Garnishments W/H	PY11017	234.55	2711/1101017		00073758	08/26/2011
Vendor Total:					625.48				
MW OH	EMENS, CARRIE V007856	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	100.00	72813		00073838	09/06/2011
Vendor Total:					100.00				
MW OH	ENRIQUEZ, MICHELLE V007836	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	100.00	72682		00073839	09/06/2011
Vendor Total:					100.00				
MW OH	ENTERPRISE FLEET SERVIC V003312	AUG PD LEASE VEHICLES SRVS	103042-6165 / 50070-6165 Vehicle Rental	TK0825B	1,650.75	FBN1991596	P05644	00073840	09/06/2011
Vendor Total:					1,650.75				

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MW OH	ESQUEDA, RITO V007852	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	TK0825B	150.00	72805		00073841	09/06/2011
Vendor Total:					150.00				
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK0817A	546.02	C27372		00073744	08/17/2011
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK0817A	99.75	C28582		00073744	08/17/2011
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK0817A	744.30	C28966	P05682	00073744	08/17/2011
Vendor Total:					1,390.07				
MW OH	FEDEX V000394	SHIPPING CHARGES	102020-6325 Postage	TK0825B	25.24	7-509-31210		00073842	09/06/2011
MW IP	FEDEX V000394	DELIVERY CHARGES	333555-6185 / 6107040023-6185 Construction Services	ITK0811B	85.69	7-547-46739	P05672	00073720	08/15/2011
MW IP	FEDEX V000394	DELIVERY CHARGES	333555-6185 / 6104940023-6185 Construction Services	ITK0811B	308.08	7-554-79317	P05672	00073720	08/15/2011
MW IP	FEDEX V000394	DELIVERY CHARGES	101572-6325 Postage	ITK0811B	58.66	5-554	P05700	00073720	08/15/2011
Vendor Total:					477.67				
MW OH	FELDSTEIN, ALICIA V003915	MICROSOFT EXCEL-MEAL.MILEA	103040-6250 Staff Training	TK0825B	24.85	6321	P05745	00073843	09/06/2011
Vendor Total:					24.85				
MW IP	FENSTERMAKER, DANIEL V005067	JULY 16-31 MEDIA SERVICES	441573-6099 Other Professional Services	ITK0822A	1,935.00	PLA-11-002	P05706	00073753	08/22/2011
Vendor Total:					1,935.00				
MW IP	FERGUSON PRAET & SHERA V000396	COURT REPORTER	101005-6005 Legal Services	ITK0811A	365.65	14923	P05678	00073706	08/15/2011
MW IP	FERGUSON PRAET & SHERA V000396	PROFESSIONAL SERVICES	101005-6005 Legal Services	ITK0811A	314.50	14923	P05678	00073706	08/15/2011
Vendor Total:					680.15				

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MW OH	FLEET SERVICES V007269	AUG FLEET GAS CARDS CHARGES	433658-6345 Gasoline & Diesel Fuel	TK0825F	1,594.84	26992814	P05633	00073845	09/06/2011
				Vendor Total:	1,594.84				
MW OH	FLEET SERVICES INC V000400	CITY TEST & TRUCK PARTS	0043-1505 Auto Supply Inventory	TK0825B	1,542.70	212270024	P05530	00073844	09/06/2011
				Vendor Total:	1,542.70				
MW OH	FLORES, JOSE V004651	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825B	22.70	7259	P05737	00073846	09/06/2011
				Vendor Total:	22.70				
MW OH	FORBES, JOSIE V007432	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79146-6060 Instructional Services	TK0825F	520.00	SUMMER 11A	P05778	00073847	09/06/2011
				Vendor Total:	520.00				
MW OH	FORMES, CHRIS V007837	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	100.00	72684		00073848	09/06/2011
				Vendor Total:	100.00				
MW OH	FREIBOTH, CATHRINE V007838	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	50.00	72485		00073849	09/06/2011
				Vendor Total:	50.00				
MW OH	FUN WITH HORSES V002779	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79132-6060 Instructional Services	TK0825F	407.55	SUMMER 2011	P05774	00073850	09/06/2011
				Vendor Total:	407.55				
MW OH	GABY'S PRODUCE V007861	REFUND-BUSINESS LICENSE	100000-4110 Solicitors	TK0825B	83.50	063011		00073851	09/06/2011
				Vendor Total:	83.50				
MW IP	GASCO, THE V000909	MONTHLY GAS CHARGES	431010-6340 Natural Gas	1TK0829A	238.53	082311		00073769	08/31/2011
				Vendor Total:	238.53				
MW OH	GLOBAL CABLING SYSTEM V007819	CABLE CERTIFICATION	422023-6290 Dept. Contract Services	TK0825F	4,077.41	2838	P05671	00073852	09/06/2011

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					Vendor Total:	4,077.41			
MW OH	GLOE, ADAM V002828	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825B	22.70	6172	P05735	00073853	09/06/2011
					Vendor Total:	22.70			
MW OH	GOKALDAS, MILAN V007840	DEPOSIT REFUND - TYNES GYM	100000-4385 / 79191-4385 Facility Rental	TK0825B	100.00	72678		00073854	09/06/2011
					Vendor Total:	100.00			
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	431010-6335 Water	ITK0817A	15,567.97	072611		00073745	08/17/2011
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	296561-6335 Water	ITK0817A	17,587.16	072611		00073745	08/17/2011
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	431010-6335 Water	ITK0829A	8,656.76	081111		00073770	08/31/2011
MW OH	GOLDEN STATE WATER CO V000928	JULY WATER CHARGES	296561-6335 Water	TK0825F	4,536.55	082411		00073855	09/06/2011
MW OH	GOLDEN STATE WATER CO V000928	JULY WATER CHARGES	431010-6335 Water	TK0825F	15,269.77	082411		00073855	09/06/2011
					Vendor Total:	61,618.21			
MW OH	GOMEZ, VICTORIA V007841	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	200.00	72681		00073856	09/06/2011
					Vendor Total:	200.00			
MW OH	GONSALVES & SON, JOE V005577	SEPT ADVOCACY SERVICES	101001-6099 Other Professional Services	TK0825F	4,000.00	2666	P05403	00073857	09/06/2011
					Vendor Total:	4,000.00			
MW OH	GRANICUS INC. V007659	AUG-DEC MANAGED SERVICE	441573-6136 Software Maintenance	TK0825B	1,910.00	28490	P05721	00073858	09/06/2011
MW OH	GRANICUS INC. V007659	GOV TRANSPARENCY WEBINAR	441573-6136 Software Maintenance	TK0825B	6,412.50	28538	P05721	00073858	09/06/2011
MW OH	GRANICUS INC. V007659	JULY MANAGED SERVICE	441573-6136 Software Maintenance	TK0825B	36.97	28573	P05721	00073858	09/06/2011

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MW OH	GRANICUS INC. V007659	JULY CREDIT	441573-6136 Software Maintenance	TK0825B	-390.00	5740	P05721	00073858	09/06/2011
Vendor Total:					7,969.47				
MW OH	GREAT WEST V006983	P/E 8/6/11 PD DATE 8/12/11	0029-2172 Deferred Comp Pay. - Gr West	PY11016	16.16	2607/1101016		00073692	08/12/2011
MW OH	GREAT WEST V006983	P/E 8/6/11 PD DATE 8/12/11	0010-2172 Deferred Comp Pay. - Gr West	PY11016	491.99	2607/1101016		00073692	08/12/2011
MW OH	GREAT WEST V006983	P/E 8/6/11 PD DATE 8/12/11	0048-2172 Deferred Comp Pay. - Gr West	PY11016	34.91	2607/1101016		00073692	08/12/2011
MW OH	GREAT WEST V006983	P/E 8/20/11 PD DATE 8/26/11	0010-2172 Deferred Comp Pay. - Gr West	PY11017	532.37	2607/1101017		00073759	08/26/2011
MW OH	GREAT WEST V006983	P/E 8/20/11 PD DATE 8/26/11	0029-2172 Deferred Comp Pay. - Gr West	PY11017	22.37	2607/1101017		00073759	08/26/2011
MW OH	GREAT WEST V006983	P/E 8/20/11 PD DATE 8/26/11	0048-2172 Deferred Comp Pay. - Gr West	PY11017	50.44	2607/1101017		00073759	08/26/2011
Vendor Total:					1,148.24				
MW OH	GUZMAN, ROBERT V007839	FACILITY REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	815.00	72744		00073859	09/06/2011
Vendor Total:					815.00				
MW OH	GWON, DEBORAH V007331	CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0825B	27.50	72498		00073860	09/06/2011
Vendor Total:					27.50				
MW OH	HASKELL & WHITE LLP V007823	FY 10/11 AUDITING SRVS	102021-6010 Accounting & Auditing Service	TK0825B	15,000.00	NPB55649	P05703	00073861	09/06/2011
MW OH	HASKELL & WHITE LLP V007823	FINANCIAL AUDITING SRVS	102021-6010 Accounting & Auditing Service	TK0825F	16,050.00	NPB55714	P05703	00073861	09/06/2011
Vendor Total:					31,050.00				
MW IP	HAZ PARTY RENTALS V000462	BBQ RENTAL-RETIREMENT LUNC	103652-6301 Special Department Supplies	ITK0817A	105.60	19665	P05683	00073746	08/17/2011
Vendor Total:					105.60				

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MW OH	HENDRICKSON, ERIC V007376	SEPT MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK0825B	50.00	SEPT 11		00073862	09/06/2011
					Vendor Total:	50.00			
MW OH	HERNANDEZ, ISADORA V007855	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	100.00	72811		00073863	09/06/2011
					Vendor Total:	100.00			
MW OH	HERNANDEZ, ROMAN V007862	REFUND PERMIT B11040	100000-4162 Plumbing Permits	TK0825B	104.00	082211		00073864	09/06/2011
MW OH	HERNANDEZ, ROMAN V007862	REFUND PERMIT B11040	0044-2036 CBSC State Fee	TK0825B	0.90	082211		00073864	09/06/2011
MW OH	HERNANDEZ, ROMAN V007862	REFUND PERMIT B11040	100000-4160 Building Permits	TK0825B	322.00	082211		00073864	09/06/2011
MW OH	HERNANDEZ, ROMAN V007862	REFUND PERMIT B11040	100000-4365 10% CBSC Collect Fees	TK0825B	0.10	082211		00073864	09/06/2011
MW OH	HERNANDEZ, ROMAN V007862	REFUND PERMIT B11040	0044-2030 Strong Motion Fees/Res.	TK0825B	0.50	082211		00073864	09/06/2011
MW OH	HERNANDEZ, ROMAN V007862	REFUND PERMIT B11040	100000-4302 General Plan Update Fee	TK0825B	2.15	082211		00073864	09/06/2011
MW OH	HERNANDEZ, ROMAN V007862	REFUND PERMIT B11040	100000-4303 Technology Fee	TK0825B	1.66	082211		00073864	09/06/2011
					Vendor Total:	431.31			
MW OH	HICKS, RICK V007656	SEPT MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK0825B	100.00	SEPT 11		00073865	09/06/2011
					Vendor Total:	100.00			
MW OH	HINDERLITER DELLAMAS & V000464	AUDIT SERVICES SALES TAX	102021-6099 Other Professional Services	TK0825E	1,486.76	0018307-IN	P05768	00073866	09/06/2011
MW OH	HINDERLITER DELLAMAS & V000464	CONTRACT SERVICES	102021-6099 Other Professional Services	TK0825E	975.00	0018307-IN	P05768	00073866	09/06/2011
					Vendor Total:	2,461.76			
MW OH	HOLMGREN, ERIC	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060	TK0825E	250.25	SUMMER 11	P05723	00073867	09/06/2011

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	V007825		Instructional Services						
				Vendor Total:	250.25				
MW OH	HONEYWELL INTERNATIONAL V001388	HVAC MAINT	433654-6137 Repair Maint/Equipment	TK0825F	1,722.35	996235	P05492	00073868	09/06/2011
				Vendor Total:	1,722.35				
MW IP	HUNTER, RYAN JAMES V004682	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	500.00	081711	P05756	00073730	08/17/2011
				Vendor Total:	500.00				
MW OH	IBRAHIM, MERNA V007857	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	50.00	72814		00073869	09/06/2011
				Vendor Total:	50.00				
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825F	174.29	1269243-01	P05486	00073870	09/06/2011
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825B	57.19	1272296-00	P05486	00073870	09/06/2011
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825B	26.35	1274327-00	P05486	00073870	09/06/2011
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825F	26.94	1283169-00	P05486	00073870	09/06/2011
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825F	127.02	1284267-00	P05486	00073870	09/06/2011
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825F	244.65	1287635-00	P05486	00073870	09/06/2011
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825F	96.51	1288939-00	P05486	00073870	09/06/2011
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825F	189.84	1290855-00	P05486	00073870	09/06/2011
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0825F	37.27	1291850-00	P05486	00073870	09/06/2011
				Vendor Total:	980.06				

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MW OH	IMPRESSIONS PRINTING V000517	PD BUSINESS CARDS	103040-6315 Office Supplies	TK0825B	118.53	15251	P05606	00073871	09/06/2011
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-ORTEGA	101572-6315 Office Supplies	TK0825F	29.63	15240	P05772	00073871	09/06/2011
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-BROWN,MOREN	101513-6315 Office Supplies	TK0825F	59.26	15240	P05772	00073871	09/06/2011
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-NICKS	104070-6315 Office Supplies	TK0825F	29.63	15240	P05772	00073871	09/06/2011
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-SANCHEZ	101512-6315 Office Supplies	TK0825F	29.64	15240	P05772	00073871	09/06/2011
Vendor Total:					266.69				
MW OH	INTELLI-TECH V004736	TRAFFIC PROGRAMMING LAP TOI	422023-6840 Machinery & Equipment	TK0825F	2,764.25	12472	P05632	00073872	09/06/2011
Vendor Total:					2,764.25				
MW IP	INTERGRATED COMPUTER V007725	TELECOMMUNICATION EQUIPME	422023-6840 Machinery & Equipment	ITK0817A	11,187.70	4188	P05383	00073747	08/17/2011
Vendor Total:					11,187.70				
MW IP	INTERNAL CONTROL V000504	JUNE PRE EMPLOYMENT POLYGR	103040-6099 Other Professional Services	ITK0830A	375.00	10349		00073781	08/31/2011
Vendor Total:					375.00				
MW IP	INVESTIGATIONS & CONSU V007822	INVESTIGATIONS	101005-6006 Litigation	ITK0811A	1,432.50	1692	P05686	00073707	08/15/2011
Vendor Total:					1,432.50				
MW OH	INZINGA, ZAIDA V005521	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	100.00	72812		00073873	09/06/2011
Vendor Total:					100.00				
MW IP	JMG SECURITY SYSTEMS V007644	INSTALL ACCESS CONTROL READ	501514-6301 / 20012-6301 Special Department Supplies	ITK0830A	3,590.00	1016787	P05199	00073782	08/31/2011
Vendor Total:					3,590.00				
MW OH	KAMDAR, KAAJAL	CLASS REFUND	100000-4340 / 79510-4340	TK0825B	20.00	72461		00073874	09/06/2011

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	V005567		Recreation Programs						
				Vendor Total:	20.00				
MW IP	KBI & ASSOCIATES V002106	YOUTH SPORTS SHIRTS	104071-6301 Special Department Supplies	ITK0830A	639.66	12576	P05287	00073783	08/31/2011
MW OH	KBI & ASSOCIATES V002106	ADULT SPORTS T-SHIRTS	104071-6301 Special Department Supplies	TK0825F	1,106.23	12694	P05801	00073875	09/06/2011
				Vendor Total:	1,745.89				
MW IP	KENEHAN, KELLY V002879	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	500.00	081711	P05759	00073731	08/17/2011
				Vendor Total:	500.00				
MW OH	KIDS MUSIC N MOTION V007735	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	TK0825E	308.10	SUMMER 2011	P05725	00073876	09/06/2011
				Vendor Total:	308.10				
MW OH	KNOWLES-MCNIFF INC V000558	JULY SOFTWARE MAINT	422023-6136 Software Maintenance	TK0825B	1,890.00	90376	P05392	00073877	09/06/2011
				Vendor Total:	1,890.00				
MW OH	KOSMONT COMPANIES V006131	JULY REAL ESTATE ADVISORY SE	0044-2042 / 45014-2042 Construction Deposits	TK0825G	1,006.25	11018.0.7	P05770	00073878	09/06/2011
				Vendor Total:	1,006.25				
MW OH	KUSUNOKI HEARING EXAM V004347	JULY PARKING CITATION HEARIN	103041-6099 Other Professional Services	TK0825B	120.00	2011-093	P05698	00073879	09/06/2011
				Vendor Total:	120.00				
MW OH	LABELLARTE, STELLA V007842	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825B	100.00	72484		00073880	09/06/2011
				Vendor Total:	100.00				
MW OH	LAUTZENHISER'S STATION V000598	MINUTES PAPER	101513-6230 Printing & Binding	TK0825B	580.62	9954	P05599	00073881	09/06/2011
				Vendor Total:	580.62				
MW IP	LAW OFFICES OF RICK AUG	LEGAL SRVS-MAY 31/JUNE 28,30	101005-6005	ITK0811A	828.40	053111	P05675	00073708	08/15/2011

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	V006124		Legal Services						
MW IP	LAW OFFICES OF RICK AUG V006124	LEGAL SERVICES JUNE 9,28,29	101005-6005 Legal Services	ITK0811A	786.30	060911	P05688	00073708	08/15/2011
MW IP	LAW OFFICES OF RICK AUG V006124	JULY LEGAL SRVS -WOODRUFF,SI	101005-6005 Legal Services	ITK0811B	12,873.23	060911A	P05690	00073721	08/15/2011
MW IP	LAW OFFICES OF RICK AUG V006124	JULY LEGAL SRVS	101005-6005 Legal Services	ITK0811B	8,817.48	053111A	P05691	00073721	08/15/2011
Vendor Total:					23,305.41				
MW OH	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIRS	0043-1505 Auto Supply Inventory	TK0825B	111.01	W085318	P05483	00073882	09/06/2011
Vendor Total:					111.01				
MW OH	LE-NGUYEN, MAGGIE V007345	SEPT MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK0825B	50.00	SEPT 11		00073883	09/06/2011
MW OH	LE-NGUYEN, MAGGIE V007345	REIMBURSEMENT- MID MANAGEI	101512-6250 Staff Training	TK0825E	188.50	148373	P05803	00073883	09/06/2011
Vendor Total:					238.50				
MW IP	LIEBERT CASSIDY WHITMC V000597	MAY LEGAL SERVICES	422023-6270 / 10025-6270 Excursions	ITK0811A	27.00	133922	P05386	00073709	08/15/2011
Vendor Total:					27.00				
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	103655-6301 Special Department Supplies	TK0825G	114.65	148743	P05463	00073884	09/06/2011
Vendor Total:					114.65				
MW OH	MACCUBBIN, MICHAEL V007311	ACT-REG,MEAL,MILEAGE	103041-6250 Staff Training	TK0825C	55.44	8432	P05732	00073885	09/06/2011
Vendor Total:					55.44				
MW OH	MAKOWSKI, ROBERT V005712	SEPT MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK0825C	25.00	SEPT 11		00073886	09/06/2011
MW OH	MAKOWSKI, ROBERT V005712	SEPT MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	TK0825C	25.00	SEPT 11		00073886	09/06/2011

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				Vendor Total:	50.00				
MW OH	MALONE, SEAN V003148	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825C	22.70	6329	P05734	00073887	09/06/2011
				Vendor Total:	22.70				
MW OH	MARIPOSA HORTICULTURA V000647	JULY LANDSCAPE SRVS	103655-6115 Landscaping	TK0825C	49,799.77	52400	P05493	00073888	09/06/2011
				Vendor Total:	49,799.77				
MW OH	MARTINEZ, MARY V007124	DEPOSIT REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	TK0825C	200.00	72488		00073889	09/06/2011
				Vendor Total:	200.00				
MW OH	MATA, PILAR V007843	CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0825C	48.89	72716		00073890	09/06/2011
				Vendor Total:	48.89				
MW OH	MAUGER, DAVID V005606	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0825C	120.00	72709		00073891	09/06/2011
				Vendor Total:	120.00				
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK0825C	11.64	19751/5	P05430	00073892	09/06/2011
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK0825C	41.58	SEPT 11	P05430	00073892	09/06/2011
				Vendor Total:	53.22				
MW IP	MC LEOD, SANDRA V007868	CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	ITK0830A	20.00	71897		00073784	08/31/2011
				Vendor Total:	20.00				
MW OH	MCCONAHA, MICHAEL V002517	SEPT MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK0825C	50.00	SEPT 11		00073893	09/06/2011
				Vendor Total:	50.00				
MW OH	MCKENZIE, TOM V006560	LEADERSHIP DEV	103041-6250 Staff Training	TK0825C	190.52	4444	P05729	00073894	09/06/2011

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				Vendor Total:	190.52				
MW OH	MEDICAL EYE SERVICES V005168	SEPT VISION PREMIUMS	395000-4740 ISF Employee Optical Costs	TK0825C	1,961.67	112172244901		00073895	09/06/2011
MW OH	MEDICAL EYE SERVICES V005168	SEPT VISION PREMIUMS	101572-5120 Optical Ins Allocation	TK0825C	17.58	112172244901		00073895	09/06/2011
MW OH	MEDICAL EYE SERVICES V005168	SEPT VISION PREMIUMS	395083-5164 Optical Insurance Premiums	TK0825C	1,367.57	112172244901		00073895	09/06/2011
MW OH	MEDICAL EYE SERVICES V005168	SEPT VISION PREMIUMS	104071-5120 Optical Ins Allocation	TK0825C	7.03	112172244901		00073895	09/06/2011
				Vendor Total:	3,353.85				
MW IP	METROPCS INC V005973	TEXT MESSAGE RETRIEVAL	103042-6299 / 50072-6299 Other Purchased Services	ITK0811A	50.00	591019	P05679	00073710	08/15/2011
MW IP	METROPCS INC V005973	CALL DETAILS	103042-6299 / 50072-6299 Other Purchased Services	ITK0811A	50.00	591019	P05679	00073710	08/15/2011
				Vendor Total:	100.00				
MW OH	MINNESOTA LIFE INSURAN V000627	SEPT LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	TK0825C	644.40	SEPT 11		00073896	09/06/2011
				Vendor Total:	644.40				
MW OH	MOORE, MIKE V004408	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825C	22.70	6111	P05730	00073897	09/06/2011
MW OH	MOORE, MIKE V004408	ACT-REG,MEAL,MILEAGE	103041-6250 Staff Training	TK0825C	55.44	7911	P05733	00073897	09/06/2011
				Vendor Total:	78.14				
MW OH	MORENO, TANIA V007723	SEPT MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	TK0825C	25.00	SEPT 11		00073898	09/06/2011
MW OH	MORENO, TANIA V007723	SEPT MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	TK0825C	25.00	SEPT 11		00073898	09/06/2011
				Vendor Total:	50.00				
MW OH	NAYLOR, ROBYN V003691	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	TK0825C	281.45	SUMMER 11	P05696	00073899	09/06/2011

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				Vendor Total:	281.45				
MW OH	NELSON, SCOTT V003479	REIMBURSEMENT-OCBC ADVOCA	101001-6245 Meetings & Conferences	TK0825G	120.00	060711	P05763	00073900	09/06/2011
				Vendor Total:	120.00				
MW IP	NEXTEL COMMUNICATION V000670	AUG PD MOBILE DEVICES SRVS	431010-6215 Telephone	ITK0829A	765.74	521311782-041		00073771	08/31/2011
				Vendor Total:	765.74				
MW OH	NGUYEN, MICHAEL V005291	SEPT MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK0825C	50.00	SEPT 11		00073901	09/06/2011
				Vendor Total:	50.00				
MW IP	NICKEY PETROLEUM COMF V000696	FLEET GASOLINE	433658-6345 Gasoline & Diesel Fuel	ITK0811B	28,583.72	299826	P05480	00073722	08/15/2011
				Vendor Total:	28,583.72				
MW OH	NICKS, JONATHAN V004909	SEPT MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	TK0825C	50.00	SEPT 11		00073902	09/06/2011
				Vendor Total:	50.00				
MW OH	NORCO DELIVERY SERVICE V007294	SHIPPING CHARGES	103550-6325 Postage	TK0825G	12.76	250636	P05424	00073903	09/06/2011
MW OH	NORCO DELIVERY SERVICE V007294	SHIPPING CHARGES	103550-6325 Postage	TK0825G	18.78	271307	P05424	00073903	09/06/2011
MW OH	NORCO DELIVERY SERVICE V007294	SHIPPING CHARGES	103550-6325 Postage	TK0825G	12.54	276947	P05424	00073903	09/06/2011
				Vendor Total:	44.08				
MW OH	NPELRA V007824	MEMBERSHIP DUES	101512-6255 Dues & Memberships	TK0825C	175.00	11-12	P05719	00073904	09/06/2011
				Vendor Total:	175.00				
MW OH	OC PLUMBING V004312	EMERGENCY PLUMBING REPAIRS	433654-6130 Repair & Maint/Facilities	TK0825C	147.50	10088	P05462	00073905	09/06/2011
				Vendor Total:	147.50				

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MW OH	OCCOG V004500	MEMBERSHIP DUES/RESEARCH FI	101001-6255 Dues & Memberships	TK0825G	5,654.65	2011-124	P05769	00073906	09/06/2011
Vendor Total:					5,654.65				
MW OH	OCE IMAGISTICS INC. V006549	MONTHLY COPIER USAGE	431010-6175 Office Equipment Rental	TK0825C	275.49	416273862		00073907	09/06/2011
MW OH	OCE IMAGISTICS INC. V006549	MONTHLY COPIER USAGE	431010-6175 Office Equipment Rental	TK0825C	742.30	416274682		00073907	09/06/2011
Vendor Total:					1,017.79				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK0825C	193.24	0374871	P05393	00073908	09/06/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK0825C	16.10	0374881	P05393	00073908	09/06/2011
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK0825C	878.99	037477	P05407	00073908	09/06/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0825C	12.65	0373751	P05465	00073908	09/06/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0825C	2.68	0374391	P05465	00073908	09/06/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0825G	21.31	0374991	P05465	00073908	09/06/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	TK0825G	61.56	0376651	P05511	00073908	09/06/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101572-6315 Office Supplies	TK0825E	37.15	0373531	P05722	00073908	09/06/2011
Vendor Total:					1,223.68				
MW OH	OFSI V000703	PD FAX MAINT	431010-6175 Office Equipment Rental	TK0825C	30.10	1616628		00073909	09/06/2011
MW OH	OFSI V000703	MONTHLY COPIER MAINT	431010-6175 Office Equipment Rental	TK0825C	364.19	1616629		00073909	09/06/2011
MW OH	OFSI	MONTHLY COPIER MAINT	431010-6175	TK0825C	350.01	1616630		00073909	09/06/2011

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	V000703		Office Equipment Rental						
MW OH	OFSI V000703	MONTHLY COPIER MAINT	431010-6175 Office Equipment Rental	TK0825C	1,607.64	1616631		00073909	09/06/2011
				Vendor Total:	2,351.94				
MW OH	OGAWA, KAREN V005894	SEPT MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK0825C	100.00	SEPT 11		00073910	09/06/2011
MW OH	OGAWA, KAREN V005894	REIMBURSEMENT-EMPLOYEE BR	431010-6301 Spccial Department Supplies	TK0825C	410.60	081111	P05720	00073910	09/06/2011
				Vendor Total:	510.60				
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0825E	20.78	36043	P05479	00073911	09/06/2011
				Vendor Total:	20.78				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/6/11 PD DATE 8/12/11	0048-2176 PCEA/OCEA Assoc Dues	PY11016	25.49	2610/1101016		00073693	08/12/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/6/11 PD DATE 8/12/11	0037-2176 PCEA/OCEA Assoc Dues	PY11016	5.77	2610/1101016		00073693	08/12/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/6/11 PD DATE 8/12/11	0043-2176 PCEA/OCEA Assoc Dues	PY11016	19.24	2610/1101016		00073693	08/12/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/6/11 PD DATE 8/12/11	0029-2176 PCEA/OCEA Assoc Dues	PY11016	12.48	2610/1101016		00073693	08/12/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/6/11 PD DATE 8/12/11	0010-2176 PCEA/OCEA Assoc Dues	PY11016	273.72	2610/1101016		00073693	08/12/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/20/11 PD DATE 8/26/11	0029-2176 PCEA/OCEA Assoc Dues	PY11017	12.49	2610/1101017		00073760	08/26/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/20/11 PD DATE 8/26/11	0043-2176 PCEA/OCEA Assoc Dues	PY11017	19.24	2610/1101017		00073760	08/26/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/20/11 PD DATE 8/26/11	0010-2176 PCEA/OCEA Assoc Dues	PY11017	273.70	2610/1101017		00073760	08/26/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/20/11 PD DATE 8/26/11	0037-2176 PCEA/OCEA Assoc Dues	PY11017	5.77	2610/1101017		00073760	08/26/2011

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MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/20/11 PD DATE 8/26/11	0048-2176 PCEA/OCEA Assoc Dues	PY11017	25.50	2610/1101017		00073760	08/26/2011
Vendor Total:					673.40				
MW IP	ORANGE COUNTY FIRE AU V000704	SERVICE REQUEST PAYMENT	0044-2055 Or Co Fire Auth/Pln Rev Depos	ITK0830A	2,464.00	0401-063011		00073785	08/31/2011
Vendor Total:					2,464.00				
MW IP	ORANGE COUNTY REGISTE V006600	JUNE LEGAL ADVERTISING	101002-6225 Advertising/Promotional	ITK0830A	1,496.32	081811		00073786	08/31/2011
MW OH	ORANGE COUNTY REGISTE V006600	JULY LEGAL ADVERTISING	101002-6225 Advertising/Promotional	TK0825C	56.26	081711	P05502	00073912	09/06/2011
Vendor Total:					1,552.58				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/6/11 PD DATE 8/12/11	0048-2196 Garnishments W/H	PY11016	22.50	2714/1101016		00073694	08/12/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/6/11 PD DATE 8/12/11	0029-2196 Garnishments W/H	PY11016	15.00	2714/1101016		00073694	08/12/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/6/11 PD DATE 8/12/11	0010-2196 Garnishments W/H	PY11016	112.50	2714/1101016		00073694	08/12/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/20/11 PD DATE 8/26/11	0048-2196 Garnishments W/H	PY11017	22.50	2714/1101017		00073761	08/26/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/20/11 PD DATE 8/26/11	0029-2196 Garnishments W/H	PY11017	15.00	2714/1101017		00073761	08/26/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/20/11 PD DATE 8/26/11	0010-2196 Garnishments W/H	PY11017	112.50	2714/1101017		00073761	08/26/2011
Vendor Total:					300.00				
MW OH	ORANGE COUNTY TREASUI V007306	FEB PARKING CITATIONS	0044-2038 Parking Fines	TK0825F	5,825.00	022011		00073913	09/06/2011
MW OH	ORANGE COUNTY TREASUI V007306	JULY 2010 PARKING CITATIONS	0044-2038 Parking Fines	TK0825F	2,940.00	072010		00073913	09/06/2011
MW IP	ORANGE COUNTY TREASUI V007306	JULY PARKING CITATIONS	0044-2038 Parking Fines	ITK0817B	6,212.50	072011		00073732	08/17/2011

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				Vendor Total:	14,977.50				
MW OH	ORTEGA, JEANETTE V007724	SEPT MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	TK0825C	50.00	SEPT 11		00073914	09/06/2011
				Vendor Total:	50.00				
MW OH	ORTIZ, ROGER V007844	CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0825C	33.34	081611		00073915	09/06/2011
				Vendor Total:	33.34				
MW OH	PALMER, TERESA V007845	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825C	50.00	72489		00073916	09/06/2011
				Vendor Total:	50.00				
MW IP	PALUMBO, ZACHARY V000800	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	350.00	081711	P05754	00073733	08/17/2011
				Vendor Total:	350.00				
MW OH	PARS V006999	AUG TRUST ADMIN SRVS	431010-6999 Other Expenditure	TK0825E	400.00	20899		00073917	09/06/2011
				Vendor Total:	400.00				
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT PARTS	0043-1505 Auto Supply Inventory	TK0825C	72.56	10296	P05477	00073918	09/06/2011
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT PARTS	0043-1505 Auto Supply Inventory	TK0825C	65.31	11390	P05477	00073918	09/06/2011
MW OH	PARTS SOURCE V000817	PARTS CREDIT	0043-1505 Auto Supply Inventory	TK0825C	-11.49	12147	P05477	00073918	09/06/2011
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT PARTS	0043-1505 Auto Supply Inventory	TK0825C	5.18	8133	P05477	00073918	09/06/2011
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT PARTS	0043-1505 Auto Supply Inventory	TK0825C	9.02	8574	P05477	00073918	09/06/2011
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT PARTS	0043-1505 Auto Supply Inventory	TK0825C	7.53	8696	P05477	00073918	09/06/2011
				Vendor Total:	148.11				
MW OH	PATRICK'S MUSIC SCHOOL	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79128-6060	TK0825G	105.30	SUMMER 2011	P05776	00073919	09/06/2011

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	V000807		Instructional Services						
				Vendor Total:	105.30				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/6/11 PD DATE 8/12/11	0010-2176 PCEA/OCEA Assoc Dues	PY11016	28.45	2615/1101016		00073695	08/12/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/6/11 PD DATE 8/12/11	0029-2176 PCEA/OCEA Assoc Dues	PY11016	1.30	2615/1101016		00073695	08/12/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/6/11 PD DATE 8/12/11	0037-2176 PCEA/OCEA Assoc Dues	PY11016	0.60	2615/1101016		00073695	08/12/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/6/11 PD DATE 8/12/11	0048-2176 PCEA/OCEA Assoc Dues	PY11016	2.65	2615/1101016		00073695	08/12/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/6/11 PD DATE 8/12/11	0043-2176 PCEA/OCEA Assoc Dues	PY11016	2.00	2615/1101016		00073695	08/12/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/20/11 PD DATE 8/26/11	0010-2176 PCEA/OCEA Assoc Dues	PY11017	28.45	2615/1101017		00073762	08/26/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/20/11 PD DATE 8/26/11	0029-2176 PCEA/OCEA Assoc Dues	PY11017	1.30	2615/1101017		00073762	08/26/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/20/11 PD DATE 8/26/11	0037-2176 PCEA/OCEA Assoc Dues	PY11017	0.60	2615/1101017		00073762	08/26/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/20/11 PD DATE 8/26/11	0048-2176 PCEA/OCEA Assoc Dues	PY11017	2.65	2615/1101017		00073762	08/26/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/20/11 PD DATE 8/26/11	0043-2176 PCEA/OCEA Assoc Dues	PY11017	2.00	2615/1101017		00073762	08/26/2011
				Vendor Total:	70.00				
MW OH	PDA INC V007820	CLAIMANT - F. DIAZ	404582-6025 Third Party Administration	TK0825C	110.00	912-101642	P05707	00073920	09/06/2011
MW OH	PDA INC V007820	CLAIMANT - J. FERENCZ	404582-6025 Third Party Administration	TK0825C	95.00	912-102143	P05707	00073920	09/06/2011
				Vendor Total:	205.00				
MW OH	PISCHEL, STEVE V002520	SEPT MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	TK0825C	100.00	SEPT 11		00073921	09/06/2011

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					Vendor Total:	100.00			
MW OH	PLACENTIA CHAMBER OF C V000772	RECOGNITION BREAKFAST 7/28/11	101511-6245 Meetings & Conferences	TK0825C	28.00	371	P05702	00073922	09/06/2011
MW OH	PLACENTIA CHAMBER OF C V000772	RECOGNITION BREAKFAST 7/28/11	101001-6245 Meetings & Conferences	TK0825C	56.00	371	P05702	00073922	09/06/2011
MW OH	PLACENTIA CHAMBER OF C V000772	RECOGNITION BREAKFAST 7/28/11	101512-6245 Meetings & Conferences	TK0825C	14.00	371	P05702	00073922	09/06/2011
					Vendor Total:	98.00			
MW OH	PLACENTIA POLICE MANA V000839	P/E 8/6/11 PD DATE 8/12/11	0010-2180 Police Mgmt Assn Dues	PY11016	995.66	2625/1101016		00073696	08/12/2011
MW OH	PLACENTIA POLICE MANA V000839	P/E 8/20/11 PD DATE 8/26/11	0010-2180 Police Mgmt Assn Dues	PY11017	995.66	2625/1101017		00073763	08/26/2011
					Vendor Total:	1,991.32			
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 8/6/11 PD DATE 8/12/11	0010-2178 Placentia Police Assoc Dues	PY11016	2,814.28	2620/1101016		00073697	08/12/2011
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 8/20/11 PD DATE 8/26/11	0010-2178 Placentia Police Assoc Dues	PY11017	2,814.28	2620/1101017		00073764	08/26/2011
					Vendor Total:	5,628.56			
MW OH	PLACENTIA, CITY OF V000773	REIMBURSE PETTY CASH FUND	101002-6245 Meetings & Conferences	TK0825E	24.00	082511		00073923	09/06/2011
MW OH	PLACENTIA, CITY OF V000773	REIMBURSE PETTY CASH FUND	333554-6185 / 6107040133-6185 Construction Services	TK0825E	12.15	082511		00073923	09/06/2011
MW OH	PLACENTIA, CITY OF V000773	REIMBURSE PETTY CASH FUND	104071-6301 Special Department Supplies	TK0825E	33.51	082511		00073923	09/06/2011
MW OH	PLACENTIA, CITY OF V000773	REIMBURSE PETTY CASH FUND	102531-6245 Meetings & Conferences	TK0825E	44.75	082511		00073923	09/06/2011
MW OH	PLACENTIA, CITY OF V000773	REIMBURSE PETTY CASH FUND	101511-6245 Meetings & Conferences	TK0825E	20.00	082511		00073923	09/06/2011
					Vendor Total:	134.41			
MW IP	PLACENTIA-YORBA LINDA	PRINTING-CITY STREET MAPS	431010-6230	ITK0811A	110.71	111688	P05576	00073711	08/15/2011

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	V007408		Printing & Binding						
MW OH	PLACENTIA-YORBA LINDA V007408	PRINTING-REGULAR ENVELOPES	431010-6230 Printing & Binding	TK0825C	226.98	310092	P05594	00073924	09/06/2011
MW OH	PLACENTIA-YORBA LINDA V007408	PRINTING SRVS-WINDOW ENVEL	431010-6230 Printing & Binding	TK0825C	226.98	310092	P05594	00073924	09/06/2011
				Vendor Total:	564.67				
MW OH	POWER PLUS V006730	ANNUAL INSPECTION	433654-6130 Repair & Maint/Facilities	TK0825G	1,096.87	S26789-398723	P05784	00073925	09/06/2011
				Vendor Total:	1,096.87				
MW OH	PRE-PAID LEGAL SERVICES V000847	AUG LEGAL SRVS	0037-2192 Police Legal Services	TK0825E	12.45	80511A		00073926	09/06/2011
MW OH	PRE-PAID LEGAL SERVICES V000847	AUG LEGAL SRVS	0029-2192 Police Legal Services	TK0825E	11.80	80511A		00073926	09/06/2011
MW OH	PRE-PAID LEGAL SERVICES V000847	AUG LEGAL SRVS	0048-2192 Police Legal Services	TK0825E	33.79	80511A		00073926	09/06/2011
MW OH	PRE-PAID LEGAL SERVICES V000847	AUG LEGAL SRVS	0010-2192 Police Legal Services	TK0825E	500.80	80511A		00073926	09/06/2011
MW OH	PRE-PAID LEGAL SERVICES V000847	AUG LEGAL SRVS	0043-2192 Police Legal Services	TK0825E	14.96	80511A		00073926	09/06/2011
				Vendor Total:	573.80				
MW OH	PRINCIPAL LIFE INSURANC V000844	SEPT LIFE INSURANCE PREMIUM	101511-5163 Life Insurance Premiums	TK0825C	433.81	SEPTEMBER 1		00073927	09/06/2011
MW OH	PRINCIPAL LIFE INSURANC V000844	SEPT LIFE INSURANCE PREMIUM	103650-5163 Life Insurance Premiums	TK0825C	234.87	SEPTEMBER 1		00073927	09/06/2011
MW OH	PRINCIPAL LIFE INSURANC V000844	SEPT LIFE INSURANCE PREMIUM	103040-5163 Life Insurance Premiums	TK0825C	244.32	SEPTEMBER 1		00073927	09/06/2011
MW OH	PRINCIPAL LIFE INSURANC V000844	SEPT LIFE INSURANCE PREMIUM	101512-5163 Life Insurance Premiums	TK0825C	126.23	SEPTEMBER 1		00073927	09/06/2011
MW OH	PRINCIPAL LIFE INSURANC V000844	SEPT LIFE INSURANCE PREMIUM	102020-5163 Life Insurance Premiums	TK0825C	86.73	SEPTEMBER 1		00073927	09/06/2011

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				Vendor Total:	1,125.96				
MW IP	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103043-6360 Uniforms	ITK0830A	46.96	R502384201015		00073787	08/31/2011
MW IP	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	ITK0830A	129.28	R502498801015		00073787	08/31/2011
MW IP	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	ITK0830A	245.63	R502539300019		00073787	08/31/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825D	78.63	R502534400012	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825D	3.86	R502538600013	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	47.40	R502538701019	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825D	74.86	R502545000017	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825D	36.64	R502549800016	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825D	9.69	R502555101010	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103042-6360 Uniforms	TK0825D	132.50	R502556400015	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825E	73.35	R502561400018	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103040-6360 Uniforms	TK0825D	180.99	R502564101019	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103042-6360 Uniforms	TK0825D	245.63	R502564400015	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103040-6360 Uniforms	TK0825D	134.63	R502565400014	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103040-6360 Uniforms	TK0825E	160.00	R502565701015	P05417	00073928	09/06/2011

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MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	31.99	R502565701023	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	8.72	R502565701031	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103040-6360 Uniforms	TK0825D	6.45	R502568600016	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825D	10.23	R502570100013	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825G	77.49	R502570501012	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825G	3.77	R502571501011	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825G	12.92	R502571600011	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	89.39	R502574800014	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	15.43	R502575101016	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	3.86	R502575200016	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	43.09	R502575501017	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825G	7.53	R502578900018	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	5.38	R502580800016	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	64.64	R502589501011	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	88.68	R502598500012	P05417	00073928	09/06/2011
MW OH	QUARtermASter UNIFOR	PD UNIFORMS	103041-6360	TK0825D	122.71	R537724800019	P05417	00073928	09/06/2011

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	V005761		Uniforms						
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103040-6360 Uniforms	TK0825D	102.35	R537730200014	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103043-6360 Uniforms	TK0825D	245.63	R537730500017	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825D	127.64	R537730900019	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825D	3.86	R537731001015	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103040-6360 Uniforms	TK0825E	19.40	R537747100017	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103040-6360 Uniforms	TK0825D	122.81	R537747201013	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0825G	64.64	R537747201021	P05417	00073928	09/06/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103040-6360 Uniforms	TK0825D	58.17	R537747300013	P05417	00073928	09/06/2011
				Vendor Total:	2,936.83				
MW OH	RADOMSKI, DAVID V002832	ICI TECH-MEALS	103042-6250 Staff Training	TK0825D	40.00	7512	P05747	00073930	09/06/2011
MW IP	RADOMSKI, DAVID V002832	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	400.00	081711	P05752	00073734	08/17/2011
				Vendor Total:	440.00				
MW OH	RCS INVESTIGATIONS & CC INVESTIGATIONS V004666		101005-6006 Litigation	TK0825G	2,610.00	1704	P05771	00073931	09/06/2011
MW OH	RCS INVESTIGATIONS & CC INVESTIGATIONS V004666		101005-6006 Litigation	TK0825G	8,242.50	1705	P05771	00073931	09/06/2011
				Vendor Total:	10,852.50				
MW IP	REGER, JASON V004017	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	500.00	081711	P05757	00073735	08/17/2011

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check#	Check Date
				Vendor Total:	500.00				
MW IP	REINKER, DANIEL V004860	REIMBURSEMENT BIKE TRAINING	213041-6245 Meetings & Conferences	ITK0830A	67.32	7319	P05711	00073788	08/31/2011
				Vendor Total:	67.32				
MW IP	REPUBLIC WASTE SERVICE V007205	JUNE WASTE HAULING SRVS	374386-6101 Disposal	ITK0830A	188,497.19	JUNE 2011	P04246	00073789	08/31/2011
				Vendor Total:	188,497.19				
MW OH	RIOS, DAVID V007742	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	TK0825D	100.00	72686		00073932	09/06/2011
				Vendor Total:	100.00				
MW IP	RIVAS, RUBIA V004557	REIMBURSEMENT BIKE TRAINING	213041-6245 Meetings & Conferences	ITK0830A	67.32	8194	P05712	00073790	08/31/2011
MW OH	RIVAS, RUBIA V004557	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825D	22.70	7269	P05738	00073933	09/06/2011
MW OH	RIVAS, RUBIA V004557	INTERVIEW/INTERROGATION-REC	103041-6250 Staff Training	TK0825E	328.08	7142	P05739	00073933	09/06/2011
MW OH	RIVAS, RUBIA V004557	DRUG ID-REG,MILEAGE	103041-6250 Staff Training	TK0825D	21.12	7369	P05746	00073933	09/06/2011
				Vendor Total:	439.22				
MW OH	ROSA, STACY V007433	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	TK0825E	317.20	SUMMER 11	P05726	00073934	09/06/2011
				Vendor Total:	317.20				
MW OH	ROSE, RUSS V006492	DRIVING FORCE TRAINING-REG,M	103042-6250 Staff Training	TK0825D	22.84	3415	P05660	00073935	09/06/2011
				Vendor Total:	22.84				
MW OH	SA AQUATICS V002842	JULY FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK0825G	142.50	203075		00073936	09/06/2011
MW OH	SA AQUATICS V002842	JULY FOUNTAIN MAINT	103655-6115 Landscaping	TK0825G	142.50	203075	P05494	00073936	09/06/2011

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				Vendor Total:	285.00				
MW OH	SADLER, KIM V007768	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0825D	94.00	72524		00073937	09/06/2011
				Vendor Total:	94.00				
MW OH	SANCHEZ, DANYELLE V003402	SEPT MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	TK0825D	50.00	SEPT 11		00073938	09/06/2011
				Vendor Total:	50.00				
MW OH	SCHWARTZ, MONIQUE V004447	SEPT MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	TK0825D	50.00	SEPT 11		00073939	09/06/2011
				Vendor Total:	50.00				
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE DOCS	374386-6299 Other Purchased Services	TK0825D	125.25	00333700102	P05630	00073940	09/06/2011
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE DOCS	374386-6299 Other Purchased Services	TK0825D	175.35	00333700103	P05630	00073940	09/06/2011
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE DOCS	374386-6299 Other Purchased Services	TK0825D	100.95	00333700104	P05630	00073940	09/06/2011
MW OH	SHRED-IT LOS ANGELES V000905	SHRED DOCUMENTS	374386-6299 Other Purchased Services	TK0825G	150.30	00333700105	P05630	00073940	09/06/2011
				Vendor Total:	551.85				
MW OH	SHUTTERLAB & CAMERA V007480	PROCESS NEGATIVES 95-4999	103043-6301 / 50100-6301 Special Department Supplies	TK0825E	29.87	522961	P05697	00073941	09/06/2011
MW OH	SHUTTERLAB & CAMERA V007480	PROCESS PHOTOS DR# 11-0414	103043-6301 / 50100-6301 Special Department Supplies	TK0825G	51.09	522955	P05798	00073941	09/06/2011
				Vendor Total:	80.96				
MW OH	SILVA, LAURA V007846	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825D	50.00	72490		00073942	09/06/2011
				Vendor Total:	50.00				
MW OH	SMITH, DONNA V001269	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79108-6060 Instructional Services	TK0825E	879.45	SUMMER 2011	P05724	00073943	09/06/2011
MW OH	SMITH, DONNA	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79108-6060	TK0825G	79.95	SUMMER 11A	P05775	00073943	09/06/2011

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	V001269		Instructional Services						
				Vendor Total:	959.40				
MW OH	SMITH, WARD V002806	SEPT MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK0825D	50.00	SEPT 11		00073944	09/06/2011
				Vendor Total:	50.00				
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	431010-6330 Electricity	ITK0817A	845.31	080411		00073748	08/17/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	103552-6330 Electricity	ITK0822A	8.15	080911		00073754	08/22/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	286560-6330 Electricity	ITK0822A	30,833.15	080911		00073754	08/22/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	0010-1228 AR/County of Orange	ITK0822A	30.63	080911		00073754	08/22/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	0010-1226 AR/City of Yorba Linda	ITK0822A	90.33	080911		00073754	08/22/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	431010-6330 Electricity	ITK0822A	12,412.61	080911		00073754	08/22/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	296561-6330 Electricity	ITK0822A	219.61	080911		00073754	08/22/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	431010-6330 Electricity	ITK0829A	13,593.39	081311		00073772	08/31/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	286560-6330 Electricity	ITK0829A	20.52	081311		00073772	08/31/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	296561-6330 Electricity	ITK0829A	142.98	081311		00073772	08/31/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	103552-6330 Electricity	ITK0829A	48.37	081311		00073772	08/31/2011
MW OH	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICITY CHARGES	0010-1224 AR/City of Fullerton	TK0825G	132.67	083011		00073945	09/06/2011
MW OH	SOUTHERN CALIFORNIA EI	AUG ELECTRICITY CHARGES	0010-1220	TK0825G	6,051.06	083011		00073945	09/06/2011

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	V000910		Accts Rec/Plac Library Dist						
MW OH	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICITY CHARGES	0010-1232 Accts Rec/Other Agencies	TK0825G	21.61	083011		00073945	09/06/2011
MW OH	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICITY CHARGES	431010-6330 Electricity	TK0825G	21,585.84	083011		00073945	09/06/2011
MW OH	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRICITY CHARGES	296561-6330 Electricity	TK0825G	68.02	083011		00073945	09/06/2011
				Vendor Total:	86,104.25				
MW IP	SOUTHERN CALIFORNIA G/ V000993	JUNE SUNDRY BILLING	384359-6137 Repair Maint/Equipment	ITK0817A	933.71	91065746	P05684	00073749	08/17/2011
MW OH	SOUTHERN CALIFORNIA G/ V000993	JUNE SUNDRY BILLING	384359-6137 Repair Maint/Equipment	TK0825G	575.00	91066471	P05765	00073946	09/06/2011
				Vendor Total:	1,508.71				
MW IP	SPRINT V006126	MONTHLY RELAY CHARGES	431010-6215 Telephone	ITK0817B	574.62	9507111100086		00073737	08/17/2011
				Vendor Total:	574.62				
MW IP	SPRINT V006533	MONTHLY PD RELAY CHARGES	431010-6215 Telephone	ITK0817B	765.53	521311782-040		00073736	08/17/2011
MW IP	SPRINT V006533	SUBPOENA RECORD COMPLIANCI	103042-6299 / 50072-6299 Other Purchased Services	ITK0811A	30.00	LCI-104436	P05680	00073712	08/15/2011
MW IP	SPRINT V006533	SUBPOENA RECORD COMPLIANCI	103042-6299 / 50072-6299 Other Purchased Services	ITK0811A	30.00	LCI-104805	P05680	00073712	08/15/2011
				Vendor Total:	825.53				
MW OH	ST JOSEPH HERITAGE HEAL V000980	JULY EMPLOYEE EXAMS	101512-6099 Other Professional Services	TK0825D	155.00	252-1462	P05718	00073947	09/06/2011
				Vendor Total:	155.00				
MW OH	STATE OF CALIFORNIA V007850	STATE INSPECTION CONVEYANCI	433654-6099 Other Professional Services	TK0825G	225.00	G038322SN	P05783	00073948	09/06/2011
MW OH	STATE OF CALIFORNIA V007850	STATE INSPECTION CONVEYANCI	433654-6099 Other Professional Services	TK0825G	225.00	G038323SN	P05783	00073948	09/06/2011

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				Vendor Total:	450.00				
MW IP	SULLIVAN HILL LEWIN REZ V003555	LEGAL SERVICES-MEGAWAY v.PL	101005-6005 / 10019-6005 Legal Services	ITK0811A	13,467.56	137324	P05676	00073713	08/15/2011
				Vendor Total:	13,467.56				
MW OH	SUNGARD PUBLIC SECTOR V005987	SEPT OS-ASP MAINT	422023-6136 Software Maintenance	TK0825D	5,275.00	39500	P05535	00073949	09/06/2011
MW OH	SUNGARD PUBLIC SECTOR V005987	BI-TECH UPGRADE/TRAINING	422023-6136 Software Maintenance	TK0825D	320.00	38908	P05704	00073949	09/06/2011
MW OH	SUNGARD PUBLIC SECTOR V005987	BI-TECH UPGRADE/TRAINING	422023-6136 Software Maintenance	TK0825D	3,840.00	38909	P05704	00073949	09/06/2011
MW OH	SUNGARD PUBLIC SECTOR V005987	BI-TECH UPGRADE/TRAINING	422023-6136 Software Maintenance	TK0825D	1,644.20	38935	P05704	00073949	09/06/2011
MW OH	SUNGARD PUBLIC SECTOR V005987	BI-TECH UPGRADE/TRAINING	422023-6136 Software Maintenance	TK0825D	3,200.00	39193	P05704	00073949	09/06/2011
				Vendor Total:	14,279.20				
MW IP	T-MOBILE V004339	JULY CELL PHONE CHARGES	431010-6215 Telephone	ITK0817B	1,336.29	080111		00073738	08/17/2011
MW IP	T-MOBILE V004339	JULY CELL PHONE CHARGES	431010-6215 Telephone	ITK0817B	1,217.81	080311		00073738	08/17/2011
				Vendor Total:	2,554.10				
MW OH	TARGET SPECIALTY PRODU V001009	WEED KILLER	103655-6301 Special Department Supplies	TK0825D	1,008.22	1405160	P05470	00073950	09/06/2011
				Vendor Total:	1,008.22				
MW OH	TIME WARNER CABLE V004450	JULY CABLE SRVS-BACKS BLDG	431010-6099 Other Professional Services	TK0825D	57.99	070211		00073951	09/06/2011
MW OH	TIME WARNER CABLE V004450	JULY CABLE SRVS-CITY HALL	431010-6099 Other Professional Services	TK0825D	28.12	071211		00073951	09/06/2011
MW OH	TIME WARNER CABLE V004450	AUG CABLE SRVS-BACKS BLDG	431010-6099 Other Professional Services	TK0825D	60.99	080311		00073951	09/06/2011
MW OH	TIME WARNER CABLE	AUG CABLE SRVS-CITY HALL	431010-6099	TK0825D	28.12	081311		00073951	09/06/2011

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	V004450		Other Professional Services						
				Vendor Total:	175.22				
MW OH	TORRES, TINA V007858	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825D	100.00	72816		00073952	09/06/2011
				Vendor Total:	100.00				
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK0825D	409.68	1034296	P05469	00073953	09/06/2011
				Vendor Total:	409.68				
MW OH	TRIFYTT SPORTS V004975	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79146-6060 Instructional Services	TK0825G	1,996.80	SUMMER 11	P05777	00073954	09/06/2011
				Vendor Total:	1,996.80				
MW IP	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	ITK0830A	2,218.75	365	P05761	00073791	08/31/2011
MW IP	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	ITK0830A	1,250.00	366	P05761	00073791	08/31/2011
MW IP	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	ITK0830A	1,187.50	369	P05761	00073791	08/31/2011
MW IP	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	ITK0830A	375.00	370	P05761	00073791	08/31/2011
MW IP	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	ITK0830A	312.50	373	P05761	00073791	08/31/2011
MW OH	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	TK0825E	1,125.00	367	P05767	00073955	09/06/2011
MW OH	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	TK0825E	500.00	368	P05767	00073955	09/06/2011
MW OH	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	TK0825E	781.25	371	P05767	00073955	09/06/2011
MW OH	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	TK0825E	625.00	372	P05767	00073955	09/06/2011
MW OH	TRIPEPI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290	TK0825E	312.50	374	P05767	00073955	09/06/2011

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	V007848		Dept. Contract Services					
MW OH	TRIEPEI SMITH & ASSOCIA V007848	PROFESSIONAL SERVICES-IT	422023-6290 Dept. Contract Services	TK0825E	968.75 375	P05767	00073955	09/06/2011
Vendor Total:					9,656.25			
MW OH	UCEDA, JOSE V005936	CA GANG TASK CONF-MEAL	103042-6250 Staff Training	TK0825D	24.00 7598	P05744	00073956	09/06/2011
MW IP	UCEDA, JOSE V005936	HOMICIDE INVEST-PER DIEM	103042-6250 Staff Training	ITK0817B	500.00 081711	P05755	00073739	08/17/2011
Vendor Total:					524.00			
MW OH	UNITED WAY OF ORANGE C V001062	P/E 8/6/11 PD DATE 8/12/11	0037-2193 Charity	PY11016	2.00 2635/1101016		00073698	08/12/2011
MW OH	UNITED WAY OF ORANGE C V001062	P/E 8/6/11 PD DATE 8/12/11	0010-2193 Charity	PY11016	23.00 2635/1101016		00073698	08/12/2011
MW OH	UNITED WAY OF ORANGE C V001062	P/E 8/20/11 PD DATE 8/26/11	0010-2193 Charity	PY11017	23.00 2635/1101017		00073765	08/26/2011
MW OH	UNITED WAY OF ORANGE C V001062	P/E 8/20/11 PD DATE 8/26/11	0037-2193 Charity	PY11017	2.00 2635/1101017		00073765	08/26/2011
Vendor Total:					50.00			
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	103655-6301 Special Department Supplies	ITK0817B	29.64 JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	RESTROOM REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0817B	7.06 JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	RESTROOM REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0817B	14.97 JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	RESTROOM SINK	103655-6301 Special Department Supplies	ITK0817B	19.47 JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	103655-6301 Special Department Supplies	ITK0817B	18.41 JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	SOD	103655-6301 Special Department Supplies	ITK0817B	159.34 JULY 11		00073740	08/17/2011

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MW IP	US BANK CORPORATE PAY: V005008	TABLE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0817B	37.86	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC SUPPLIES	103655-6301 Special Department Supplies	ITK0817B	8.56	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	PARKING LOT LIGHTS	103655-6301 Special Department Supplies	ITK0817B	114.42	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	PLASTIC SHEETING	103655-6301 Special Department Supplies	ITK0817B	47.41	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	WINDOW-WHITTEN CENTER	103655-6301 Special Department Supplies	ITK0817B	444.38	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	7/19/11 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0817B	68.88	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	7/12/11 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0817B	7.42	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	7/12/11 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0817B	33.14	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	REBUILD WATER PUMP	103655-6301 Special Department Supplies	ITK0817B	669.99	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	PHOTO CONDUCTOR	103650-6315 Office Supplies	ITK0817B	269.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	PICTURE FRAME	101512-6301 Special Department Supplies	ITK0817B	23.89	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0817B	380.63	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-WHITTEN CENTER	104071-6301 / 79195-6301 Special Department Supplies	ITK0817B	16.93	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	TRAINING REGISTRATION	103040-6250 Staff Training	ITK0817B	555.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	ICMA WEB-CONFERENCE	101512-6250 Staff Training	ITK0817B	149.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY:	REFRESHMENTS	101001-6301	ITK0817B	16.49	JULY 11		00073740	08/17/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: V005008	CHAPLINS ASSOC MEMBERSHIP	103041-6255 Dues & Memberships	ITK0817B	30.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	CHILD ID KITS	213041-6301 Special Department Supplies	ITK0817B	417.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	ALARM MONITORING	103043-6127 Alarm Monitoring	ITK0817B	105.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	WATER SERVICE	103043-6301 Special Department Supplies	ITK0817B	226.28	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	TONER	103040-6315 Office Supplies	ITK0817B	476.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	FLAT BADGE-HICKS	103040-6301 / 50040-6301 Special Department Supplies	ITK0817B	130.86	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	REFRESHMENTS	103040-6301 Special Department Supplies	ITK0817B	18.13	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	REFRESHMENTS	103040-6301 Special Department Supplies	ITK0817B	40.34	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	ITK0817B	9.98	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	INVESTIGATION LODGING	103042-6235 Travel	ITK0817B	122.04	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0817B	56.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	BUSINESS MEETING LUNCH	103042-6301 Special Department Supplies	ITK0817B	106.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC P.A.R.Ks/CTLC SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	90.92	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	P.A.R.Ks EXCURSION TICKETS	104071-6301 Special Department Supplies	ITK0817B	204.81	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	CONCERTS SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	53.75	JULY 11		00073740	08/17/2011

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MW IP	US BANK CORPORATE PAY: V005008	CONCERTS SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	90.45	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC P.A.R.Ks SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	74.33	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC PROGRAM SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	387.41	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	CONCERTS SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	35.35	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	WINDOW DECALS	213041-6301 Special Department Supplies	ITK0817B	258.39	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC P.A.R.Ks SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	32.97	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC P.A.R.Ks SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	187.24	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	TEMP LOBBY PRINTER	431010-6350 Small Tools/Equipment	ITK0817B	299.17	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	TEMP LOBBY SUPPLIES	431010-6301 Special Department Supplies	ITK0817B	40.80	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	TEMP LOBBY SUPPLIES	431010-6350 Small Tools/Equipment	ITK0817B	75.40	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	IT SUPPLIES	422023-6301 Special Department Supplies	ITK0817B	44.40	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	IT SUPPLIES	422023-6301 Special Department Supplies	ITK0817B	113.35	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0817B	192.54	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	2011 EPA ID VERIFICATION	374386-6257 Licenses & Permits	ITK0817B	222.50	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0817B	69.18	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199	ITK0817B	62.60	JULY 11		00073740	08/17/2011

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	V005008		Other Employee Benefits						
MW IP	US BANK CORPORATE PAY: V005008	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ITK0817B	13.31	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0817B	24.11	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	IT SUPPLIES	422023-6301 Special Department Supplies	ITK0817B	136.02	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0817B	50.34	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	LEAGUE MEETING-NELSON	101511-6245 Meetings & Conferences	ITK0817B	50.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	FASTRAK	101511-5199 Other Employee Benefits	ITK0817B	30.00	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0817B	51.63	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	SHIPPING CHARGES	431010-6325 Postage	ITK0817B	18.30	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	IT SUPPLIES	422023-6301 Special Department Supplies	ITK0817B	182.02	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	PLASTIC WINDOW	433654-6130 Repair & Maint/Facilities	ITK0817B	45.21	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	RESTROOM REPAIR SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0817B	50.34	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	DOOR KNOBS/LOCKS	433654-6130 Repair & Maint/Facilities	ITK0817B	465.70	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	LIGHT BULBS	433654-6130 Repair & Maint/Facilities	ITK0817B	17.15	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	BALLIST	433654-6130 Repair & Maint/Facilities	ITK0817B	168.07	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0817B	131.38	JULY 11		00073740	08/17/2011

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MW IP	US BANK CORPORATE PAYI V005008	BACK-UP MOVIE	104071-6301 / 79397-6301 Special Department Supplies	ITK0817B	2.14	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	WHITTEN SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	19.93	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	GOMEZ SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	10.75	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	AQUATICS SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	92.41	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	GOMEZ SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	64.43	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	AQUATICS SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0817B	60.75	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	GOMEZ SUPPLIES	104071-6301 Special Department Supplies	ITK0817B	29.65	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0817B	49.65	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	JEEP REPAIRS	0043-1505 Auto Supply Inventory	ITK0817B	161.04	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	WINDSHIELD WIPERS	0043-1505 Auto Supply Inventory	ITK0817B	46.24	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	PD PUSH BUMPER	0043-1505 Auto Supply Inventory	ITK0817B	187.05	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	FUEL FOR UNIT 716	433658-6345 Gasoline & Diesel Fuel	ITK0817B	22.41	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	PD UNIFORM	103041-6360 Uniforms	ITK0817B	37.66	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	MISC SUPPLIES	103041-6301 Special Department Supplies	ITK0817B	4.94	JULY 11		00073740	08/17/2011
MW IP	US BANK CORPORATE PAYI V005008	GOMEZ POOL SAFETY SIGNS	104071-6301 / 79169-6301 Special Department Supplies	ITK0817A	69.16	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAYI	WHITTEN POOL SAFETY SIGNS	104071-6301 / 79196-6301	ITK0817A	69.18	JUNE 2011		00073750	08/17/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY; V005008	LIFEGUARD TOWER SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0817A	174.54	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	STORAGE TOTES FOR AQUATICS	104071-6301 / 79510-6301 Special Department Supplies	ITK0817A	19.55	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	RENTAL-CPR/AED MACHINE	104071-6301 / 79514-6301 Special Department Supplies	ITK0817A	20.00	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	FUTSAL SUPPLIES	104071-6301 / 79105-6301 Special Department Supplies	ITK0817A	106.85	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	HELIUM TANK RENTAL/REFILL	104071-6301 Special Department Supplies	ITK0817A	194.73	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	POOL SAFETY EQUIPMENT	104071-6301 Special Department Supplies	ITK0817A	477.25	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	EXIT SIGNS	433654-6130 Repair & Maint/Facilities	ITK0817A	158.94	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	BUSINESS MEETING LUNCH	102021-6250 Staff Training	ITK0817A	22.47	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	OFFICE SUPPLIES	102021-6230 Printing & Binding	ITK0817A	34.69	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0817A	74.18	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	BUSINESS MEETING LUNCH	101511-6245 Meetings & Confercnecs	ITK0817A	38.33	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0817A	72.30	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	MMASC MEMBERSHIP-DOMER	102531-6255 Dues & Memberships	ITK0817A	65.00	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	MMASC MEMBERSHIP-SCHWARTZ	102531-6255 Dues & Memberships	ITK0817A	65.00	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY; V005008	APA MEMBERSHIP	102531-6255 Dues & Memberships	ITK0817A	458.00	JUNE 2011		00073750	08/17/2011

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MW IP	US BANK CORPORATE PAY: V005008	MISC TOOLS/SUPPLIES	103041-6301 Special Department Supplies	ITK0817A	54.52	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	DOOR HANGERS	213041-6301 Special Department Supplies	ITK0817A	407.81	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GANG SEMINAR-LODGING	213041-6245 Meetings & Conferences	ITK0817A	284.90	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	VALENCIA POOL SAFETY SIGNS	104071-6301 / 79193-6301 Special Department Supplies	ITK0817A	69.16	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	VALENCIA POOL SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0817A	35.38	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	LIFEGUARD TOWER UMBRELLA	104071-6301 / 79510-6301 Special Department Supplies	ITK0817A	27.24	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	WHITTEN POOL SUPPLIES	104071-6301 / 79196-6301 Special Department Supplies	ITK0817A	54.11	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GOMEZ POOL SUPPLIES	104071-6301 / 79169-6301 Special Department Supplies	ITK0817A	54.10	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	EL DORADO POOL SUPPLIES	104071-6301 / 79166-6301 Special Department Supplies	ITK0817A	54.10	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	VALENCIA POOL SUPPLIES	104071-6301 / 79193-6301 Special Department Supplies	ITK0817A	54.10	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	KRAEMER PARK KEYS	103655-6301 Special Department Supplies	ITK0817A	16.31	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	RESTROOM SUPPLIES	103655-6301 Special Department Supplies	ITK0817A	9.98	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	RESTROOM SUPPLIES	103655-6301 Special Department Supplies	ITK0817A	28.23	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	P.A.R.K.S ART SUPPLIES	104071-6301 Special Department Supplies	ITK0817A	442.88	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0817A	77.85	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: V005008	EL DORADO POOL SAFETY SIGNS	104071-6301 / 79166-6301	ITK0817A	69.16	JUNE 2011		00073750	08/17/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: SPRAYING SUPPLIES V005008		103655-6301 Special Department Supplies	ITK0817A	48.42	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: SHIPPING CHARGES V005008		103040-6325 / 50040-6325 Postage	ITK0817A	16.01	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: BATTERIES V005008		103043-6301 / 50100-6301 Special Department Supplies	ITK0817A	216.41	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: BAR CODE LABELS/RIBBONS V005008		103043-6301 / 50100-6301 Special Department Supplies	ITK0817A	259.03	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: CONCERTS DECORATIONS V005008		104071-6301 Special Department Supplies	ITK0817A	17.89	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: CONCERTS SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0817A	32.75	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: CONCERTS SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0817A	8.53	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: DRINKING FOUNTAIN V005008		103655-6301 Special Department Supplies	ITK0817A	17.74	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: MISC SUPPLIES V005008		101572-6301 Special Department Supplies	ITK0817A	25.00	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: 6/28/11 COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK0817A	32.42	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: 6/28/11 COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK0817A	27.59	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: SUPPLIES V005008		433654-6137 Repair Maint/Equipment	ITK0817A	28.26	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: CONCERTS SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0817A	73.10	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: IRRIGATION SUPPLIES V005008		103655-6301 Special Department Supplies	ITK0817A	15.07	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY: PESTICIDE SUPPLIES V005008		103655-6301 Special Department Supplies	ITK0817A	30.45	JUNE 2011		00073750	08/17/2011

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MW IP	US BANK CORPORATE PAY V005008	SOD/MANUERE	103655-6301 Special Department Supplies	ITK0817A	8.98	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	101572-6301 Special Department Supplies	ITK0817A	25.00	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	IMPRINTED CDs/CASES	103043-6301 / 50100-6301 Special Department Supplies	ITK0817A	483.94	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	KEYS	103043-6301 / 50040-6301 Special Department Supplies	ITK0817A	10.78	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	PACKAGING TAPE	103043-6301 / 50100-6301 Special Department Supplies	ITK0817A	40.43	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	DISINFECTANT SOLUTION	103043-6301 / 50100-6301 Special Department Supplies	ITK0817A	33.72	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	NARCOTICS TESTING KITS	103043-6301 / 50040-6301 Special Department Supplies	ITK0817A	339.61	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK0817A	127.60	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	SHIPPING CHARGES	333554-6185 / 6107040023-6185 Construction Services	ITK0817A	12.15	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	BUSINESS MEETING LUNCH	101001-6245 Meetings & Conferences	ITK0817A	195.79	JUNE 2011		00073750	08/17/2011
MW IP	US BANK CORPORATE PAY V005008	INSERVICE SUPPLIES	104071-6301 Special Department Supplies	ITK0817A	63.73	JUNE 2011		00073750	08/17/2011
Vendor Total:					15,638.11				
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0010-2131 Employer PARS/ARS Payable	TK0825E	2,073.36	0824110		00073957	09/06/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0042-2126 Employee PARS/ARS W/H	TK0825E	24.15	0824110		00073957	09/06/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0010-2126 Employee PARS/ARS W/H	TK0825E	2,073.36	0824110		00073957	09/06/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0042-2131 Employer PARS/ARS Payable	TK0825E	24.15	0824110		00073957	09/06/2011

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MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0048-2131 Employer PARS/ARS Payable	TK0825E	23.80	0824110		00073957	09/06/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0043-2126 Employee PARS/ARS W/H	TK0825E	130.16	0824110		00073957	09/06/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0043-2131 Employer PARS/ARS Payable	TK0825E	130.16	0824110		00073957	09/06/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0048-2126 Employee PARS/ARS W/H	TK0825E	23.80	0824110		00073957	09/06/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0048-2126 Employee PARS/ARS W/H	ITK0811B	22.66	810110		00073723	08/15/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0043-2131 Employer PARS/ARS Payable	ITK0811B	131.46	810110		00073723	08/15/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0048-2131 Employer PARS/ARS Payable	ITK0811B	22.66	810110		00073723	08/15/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0010-2126 Employee PARS/ARS W/H	ITK0811B	2,227.45	810110		00073723	08/15/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0043-2126 Employee PARS/ARS W/H	ITK0811B	131.46	810110		00073723	08/15/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0010-2131 Employer PARS/ARS Payable	ITK0811B	2,223.69	810110		00073723	08/15/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0042-2126 Employee PARS/ARS W/H	ITK0811B	15.75	810110		00073723	08/15/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0042-2131 Employer PARS/ARS Payable	ITK0811B	15.75	810110		00073723	08/15/2011
Vendor Total:					9,293.82				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 8/6/11 PD DATE 8/12/11	0029-2170 Deferred Comp Payable - ICMA	PY11016	5.14	2606/1101016		00073699	08/12/2011
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 8/6/11 PD DATE 8/12/11	0010-2170 Deferred Comp Payable - ICMA	PY11016	101.89	2606/1101016		00073699	08/12/2011
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 8/6/11 PD DATE 8/12/11	0048-2170 Deferred Comp Payable - ICMA	PY11016	7.72	2606/1101016		00073699	08/12/2011

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER P/E 8/20/11 PD DATE 8/26/11 V007191		0029-2170 Deferred Comp Payable - ICMA	PY11017	5.14	2606/1101017		00073766	08/26/2011
MW OH	VANTAGEPOINT TRANSFER P/E 8/20/11 PD DATE 8/26/11 V007191		0048-2170 Deferred Comp Payable - ICMA	PY11017	7.72	2606/1101017		00073766	08/26/2011
MW OH	VANTAGEPOINT TRANSFER P/E 8/20/11 PD DATE 8/26/11 V007191		0010-2170 Deferred Comp Payable - ICMA	PY11017	270.73	2606/1101017		00073766	08/26/2011
Vendor Total:					398.34				
MW OH	VARGAS, AUDREY V007854	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825D	50.00	72810		00073958	09/06/2011
Vendor Total:					50.00				
MW OH	VERKAIK, KELLY V007847	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825D	50.00	72680		00073959	09/06/2011
Vendor Total:					50.00				
MW OH	VISTA PAINT CORP V001091	PUMP REPAIR	433654-6130 Repair & Maint/Facilities	TK0825G	108.29	2011-598924-00	P05785	00073960	09/06/2011
Vendor Total:					108.29				
MW OH	VORA, JAIMEEN V007372	DEPOSIT REFUND - OBERLE	100000-4385 / 79179-4385 Facility Rental	TK0825D	100.00	72679		00073961	09/06/2011
Vendor Total:					100.00				
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0825G	289.49	462530	P05473	00073962	09/06/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0825G	370.32	507916	P05473	00073962	09/06/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0825G	370.32	507917	P05473	00073962	09/06/2011
Vendor Total:					1,030.13				
MW OH	WAGE WORKS INC V000283	P/E 8/6/11 PD DATE 8/12/11	0037-2188 Health Care SSA	PY11016	0.96	2655/1101016		00073700	08/12/2011
MW OH	WAGE WORKS INC V000283	P/E 8/6/11 PD DATE 8/12/11	0010-2188 Health Care SSA	PY11016	170.09	2655/1101016		00073700	08/12/2011

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WAGE WORKS INC V000283	P/E 8/20/11 PD DATE 8/26/11	0010-2188 Health Care SSA	PY11017	170.09	2655/1101017		00073767	08/26/2011
MW OH	WAGE WORKS INC V000283	P/E 8/20/11 PD DATE 8/26/11	0037-2188 Health Care SSA	PY11017	0.96	2655/1101017		00073767	08/26/2011
MW OH	WAGE WORKS INC V000283	P/E 8/6/11 PD DATE 8/12/11	0048-2190 Dependent Care SSA	PY11016	18.47	2660/1101016		00073700	08/12/2011
MW OH	WAGE WORKS INC V000283	P/E 8/6/11 PD DATE 8/12/11	0010-2190 Dependent Care SSA	PY11016	101.54	2660/1101016		00073700	08/12/2011
MW OH	WAGE WORKS INC V000283	P/E 8/6/11 PD DATE 8/12/11	0037-2190 Dependent Care SSA	PY11016	18.46	2660/1101016		00073700	08/12/2011
MW OH	WAGE WORKS INC V000283	P/E 8/20/11 PD DATE 8/26/11	0037-2190 Dependent Care SSA	PY11017	18.46	2660/1101017		00073767	08/26/2011
MW OH	WAGE WORKS INC V000283	P/E 8/20/11 PD DATE 8/26/11	0048-2190 Dependent Care SSA	PY11017	18.47	2660/1101017		00073767	08/26/2011
MW OH	WAGE WORKS INC V000283	P/E 8/20/11 PD DATE 8/26/11	0010-2190 Dependent Care SSA	PY11017	101.54	2660/1101017		00073767	08/26/2011
				Vendor Total:	619.04				
MW IP	WAGE WORKS INC V007394	AUGUST FLEXIBLE SPENDING AD	395083-6025 Third Party Administration	ITK0817B	100.00	125A10167302	P05705	00073741	08/17/2011
				Vendor Total:	100.00				
MW OH	WALKER, AMBER V007140	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0825D	100.00	72815		00073963	09/06/2011
				Vendor Total:	100.00				
MW OH	WEST COAST ARBORISTS IN V001124	JULY-CITY TREE TRIMMING	103655-6115 Landscaping	TK0825G	13,018.02	74103	P05512	00073964	09/06/2011
MW OH	WEST COAST ARBORISTS IN V001124	JULY-CITY TREE TRIMMING	103655-6115 Landscaping	TK0825G	508.30	74104	P05512	00073964	09/06/2011
				Vendor Total:	13,526.32				
MW IP	WILLDAN ASSOCIATES V001127	JUNE CITY ENGINEERING SRVS	484356-6015 Engineering Services	ITK0817A	6,440.00	003-11797	P04939	00073751	08/17/2011

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	WILLDAN ASSOCIATES V001127	MAY TRAFFIC ENGINEERING SER'	103550-6015 Engineering Services	ITK0817A	1,050.00	006-10915	P05685	00073751	08/17/2011
				Vendor Total:	7,490.00				
MW OH	WILLDAN FINANCIAL SERV V005723	STREET LIGHTING DISTRICT ADM	286560-6015 Engineering Services	TK0825D	3,250.00	010-14875	P05692	00073965	09/06/2011
MW OH	WILLDAN FINANCIAL SERV V005723	LANDSCAPE MAINT DISTRICT ADI	296561-6015 Engineering Services	TK0825D	2,750.00	010-14894	P05692	00073965	09/06/2011
				Vendor Total:	6,000.00				
MW OH	WILLIAMS, MIKE V005935	DRIVING FORCE-REG,MEAL,MILE.	103041-6250 Staff Training	TK0825D	22.70	7759	P05740	00073966	09/06/2011
				Vendor Total:	22.70				
MW IP	XLNT TINT WINDOW TINTIN V001145	TINT WINDOWS IN PD	213041-6840 Machinery & Equipment	ITK0817B	256.50	33346A		00073742	08/17/2011
				Vendor Total:	256.50				
MW IP	YAKAR V007410	BRADFORD/MADISON STREET IMI	333552-6185 / 6100440600-6185 Construction Services	ITK0822A	177,320.85	5	P05120	00073755	08/22/2011
				Vendor Total:	177,320.85				
MW IP	YORBA LINDA WATER DIST V001148	MONTHLY WATER CHARGES	431010-6335 Water	ITK0811A	168.56	070511		00073714	08/15/2011
MW IP	YORBA LINDA WATER DIST V001148	MONTHLY WATER CHARGES	431010-6335 Water	ITK0829A	1,485.45	080811		00073773	08/31/2011
				Vendor Total:	1,654.01				
MW IP	YORBA LINDA WATER DIST V006633	JUNE SEWER CHARGES	431010-6335 Water	ITK0817A	250.00	6426		00073752	08/17/2011
MW IP	YORBA LINDA WATER DIST V006633	JULY SEWER CHARGES	431010-6335 Water	ITK0829A	250.00	6525		00073774	08/31/2011
				Vendor Total:	500.00				
MW OH	YOUNG REMBRANDTS V005204	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	TK0825G	132.60	SUMMER 2011	P05773	00073967	09/06/2011

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	132.60				
				Type Total:	1,151,439.96				
				Warrant Total:	1,232,738.22				

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Warrant Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 321,004.10

Warrant Totals by ID

AP	313,706.56
EP	7,297.54
IP	0.00
OP	0.00

Fund Name	<u>Warrant Totals by Fund</u>
101-General Fund	177,360.25
225-Asset Seizure	3,652.72
265-Landscape Maintenance	207.47
275-Sewer Maintenance	14,252.37
280-Misc Grants Fund	1,059.58
401-City Capital Projects	81,369.35
501-Refuse Administration	138.02
601-Employee Health & Welfare	10,480.27
605-Risk Management	5,809.66
615-Information Technology	3,169.66
620-Citywide Services	16,958.34
701-Special Deposits	3,271.25

Warrant Total: 317,728.94

Void Total: 3,275.16
Warrant Total: 317,728.94

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	LEKAWA, CATHY V004989	JULY WORKERS COMP CLAIMS	404580-6025 Third Party Administration	TK0912A	3,275.16	5465	P05808	00074027	09/20/2011
				Vendor Total:	3,275.16				
				Type Total:	3,275.16				
				Void Total:	3,275.16				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check#	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 9/3/11 PD DATE 9/9/11	0029-2170 Deferred Comp Payable - ICMA	PY11018	64.50	2995/1101018		00002692	09/09/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 9/3/11 PD DATE 9/9/11	0010-2170 Deferred Comp Payable - ICMA	PY11018	6,966.79	2995/1101018		00002692	09/09/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 9/3/11 PD DATE 9/9/11	0048-2170 Deferred Comp Payable - ICMA	PY11018	106.75	2995/1101018		00002692	09/09/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 9/3/11 PD DATE 9/9/11	0037-2170 Deferred Comp Payable - ICMA	PY11018	109.50	2995/1101018		00002692	09/09/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 9/3/11 PD DATE 9/9/11	0043-2170 Deferred Comp Payable - ICMA	PY11018	50.00	2995/1101018		00002692	09/09/2011
Vendor Total:					7,297.54				
Type Total:					7,297.54				
MW OH	AA EQUIPMENT RENTALS C V000051	SMALL PARTS	0043-1505 Auto Supply Inventory	TK0912A	905.85	8313950	P05457	00073982	09/20/2011
Vendor Total:					905.85				
MW OH	ADAMSON POLICE PRODUC V007539	BODY ARMOR	103041-6360 / 50040-6360 Uniforms	TK0912A	625.49	INV55975	P05198	00073983	09/20/2011
MW OH	ADAMSON POLICE PRODUC V007539	BODY ARMOR	103041-6360 / 50040-6360 Uniforms	TK0912A	2,501.96	INV56035	P05198	00073983	09/20/2011
Vendor Total:					3,127.45				
MW OH	ADMINSURE V004980	JULY WORKERS COMP CLAIMS	404580-6025 Third Party Administration	TK0912A	3,275.16	5465	P05808	00073984	09/20/2011
Vendor Total:					3,275.16				
MW OH	ALEGRE, ROSE V007881	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912A	50.00	73208		00073985	09/20/2011
Vendor Total:					50.00				
MW OH	ALTERNATIVE HOSE INC V005320	HOSE ASSEMBLY FABRICATION	0043-1505 Auto Supply Inventory	TK0912A	42.27	5232352	P05455	00073986	09/20/2011
Vendor Total:					42.27				
MW OH	ALVARADO, DIANA	DEPOSIT REFUND - BACKS BLDG	100000-4385 / 79161-4385	TK0912A	150.00	73205		00073987	09/20/2011

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007878		Facility Rental						
				Vendor Total:	150.00				
MW OH	ANAHEIM MEMORIAL MED V000085	MEDICAL EXAM CASE 11-3 173	103040-6099 Other Professional Services	TK0912A	750.00	1248719	P05794	00073988	09/20/2011
				Vendor Total:	750.00				
MW OH	ARCZYNSKI, ANDREW V V005588	AUG CITY ATTORNEY FEES	101005-6005 Legal Services	TK0912A	25,559.97	083111	P05402	00073989	09/20/2011
				Vendor Total:	25,559.97				
MW OH	ARREOLA, EDUVIGES V007882	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912A	100.00	73210		00073990	09/20/2011
				Vendor Total:	100.00				
MW OH	BARTHOLOMEW, MICHELE V007871	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0912A	150.00	73068		00073991	09/20/2011
				Vendor Total:	150.00				
MW OH	BCSRA V007687	REFEREE ASSIGNING FEES	104071-6275 / 79105-6275 Officiating	TK0912A	196.00	3	P05848	00073992	09/20/2011
				Vendor Total:	196.00				
MW OH	BOARD, BOB V006444	DEPOSIT REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	TK0912A	100.00	73077		00073993	09/20/2011
				Vendor Total:	100.00				
MW OH	C2 REPROGRAPHICS V004106	CIP BOOKS	103550-6230 Printing & Binding	TK0912A	2,991.89	428203	P05818	00073994	09/20/2011
				Vendor Total:	2,991.89				
MW OH	CALIFORNIA POLICE CHIEF V000196	JOB LISTING/PD MNGMT ANALYS'	101512-6225 Advertising/Promotional	TK0912A	300.00	1519	P05809	00073995	09/20/2011
				Vendor Total:	300.00				
MW OH	CALIFORNIA STATE DISBUR V004813	P/E 9/3/11 PD DATE 9/9/11	0029-2196 Garnishments W/H	PY11018	55.40	2700/1101018		00073970	09/09/2011
MW OH	CALIFORNIA STATE DISBUR V004813	P/E 9/3/11 PD DATE 9/9/11	0010-2196	PY11018	1,553.08	2700/1101018		00073970	09/09/2011

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	V004813		Garnishments W/H						
MW OH	CALIFORNIA STATE DISBU	P/E 9/3/11 PD DATE 9/9/11	0048-2196	PY11018	83.09	2700/1101018		00073970	09/09/2011
	V004813		Garnishments W/H						
				Vendor Total:	1,691.57				
MW OH	CALIFORNIA YELLOW CAB	JULY SR. TRANS	101572-6401	TK0912A	3,982.00	073111	P05780	00073996	09/20/2011
	V003323		Community Programs						
				Vendor Total:	3,982.00				
MW OH	CARWASH OF AMERICA	JUNE PD CAR WASH	433658-6301	TK0912A	416.59	7011		00073997	09/20/2011
	V000771		Special Department Supplies						
MW OH	CARWASH OF AMERICA	JULY PD CAR WASH	433658-6301	TK0912A	406.52	7011A	P05467	00073997	09/20/2011
	V000771		Special Department Supplies						
MW OH	CARWASH OF AMERICA	JULY CITY CAR WASH	433658-6301	TK0912A	89.95	7012	P05467	00073997	09/20/2011
	V000771		Special Department Supplies						
MW OH	CARWASH OF AMERICA	AUG PD CAR WASH	433658-6301	TK0912A	500.50	8011	P05467	00073997	09/20/2011
	V000771		Special Department Supplies						
				Vendor Total:	1,413.56				
MW OH	CASTILLO, FERDINAND	DEPOSIT REFUND - TYNES GYM	100000-4385 / 79191-4385	TK0912A	100.00	73072		00073998	09/20/2011
	V007876		Facility Rental						
				Vendor Total:	100.00				
MW OH	CHAVEZ, KARLA	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385	TK0912A	50.00	73207		00073999	09/20/2011
	V007880		Facility Rental						
				Vendor Total:	50.00				
MW OH	CIENCIA, CLYDE	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385	TK0912A	50.00	73073		00074000	09/20/2011
	V007875		Facility Rental						
				Vendor Total:	50.00				
MW OH	COMMERCIAL AQUATIC SE	JUNE GOMEZ POOL MAINT	104071-6130 / 79169-6130	TK0912A	600.00	47738	P04877	00074001	09/20/2011
	V005203		Repair & Maint/Facilities						
MW OH	COMMERCIAL AQUATIC SE	JUNE WHITTEN POOL MAINT	104071-6130 / 79196-6130	TK0912A	600.00	47737	P04878	00074001	09/20/2011
	V005203		Repair & Maint/Facilities						
MW OH	COMMERCIAL AQUATIC SE	POOLS MAINT AND REPAIR	104071-6130	TK0912A	1,040.99	48056	P05589	00074001	09/20/2011

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	V005203		Repair & Maint/Facilities						
MW OH	COMMERCIAL AQUATIC SE V005203	JULY WHITTEN CHEMICAL DELIV	433654-6290 Dept. Contract Services	TK0912A	379.28	47855	P05590	00074001	09/20/2011
MW OH	COMMERCIAL AQUATIC SE V005203	JULY GOMEZ POOL CHEMICAL DI	433654-6290 Dept. Contract Services	TK0912A	804.08	47770	P05616	00074001	09/20/2011
MW OH	COMMERCIAL AQUATIC SE V005203	AUG GOMEZ POOL CHEMICAL DE	433654-6290 Dept. Contract Services	TK0912A	331.33	48146	P05616	00074001	09/20/2011
MW OH	COMMERCIAL AQUATIC SE V005203	JULY WHITTEN POOL MAINT	433654-6130 Repair & Maint/Facilities	TK0912A	600.00	48003	P05814	00074001	09/20/2011
Vendor Total:					4,355.68				
MW OH	COMMUNITY HEALTH CHA V000192	P/E 9/3/11 PD DATE 9/9/11	0037-2194 CHAD	PY11018	1.00	2640/1101018		00073971	09/09/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 9/3/11 PD DATE 9/9/11	0010-2194 CHAD	PY11018	14.00	2640/1101018		00073971	09/09/2011
Vendor Total:					15.00				
MW OH	COMMUNITY VETERINARY V000181	VETERINARY CARE FOR PD K9	103041-6301 Special Department Supplies	TK0912A	680.25	157451	P05795	00074002	09/20/2011
Vendor Total:					680.25				
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	0010-1232 Accts Rec/Other Agencies	TK0912A	21.06	3859-2251		00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	0010-1232 Accts Rec/Other Agencies	TK0912A	42.96	3859-2252		00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK0912A	59.08	3859-2253		00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK0912A	48.50	3859-2254		00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	0010-1232 Accts Rec/Other Agencies	TK0912A	133.00	3859-2256		00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	248.00	3859-2238	P05496	00074003	09/20/2011

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	194.00	3859-2239	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	48.50	3859-2240	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	97.00	3859-2241	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	447.50	3859-2242	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	602.74	3859-2243	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	602.74	3859-2244	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	84.26	3859-2245	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	84.26	3859-2246	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	84.26	3859-2247	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	84.26	3859-2248	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	84.26	3859-2249	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	84.26	3859-2250	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	63.20	3859-2251	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	128.87	3859-2252	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	119.96	3859-2253	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099	TK0912A	48.50	3859-2254	P05496	00074003	09/20/2011

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	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	84.26	3859-2255	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	133.00	3859-2256	P05496	00074003	09/20/2011
MW OH	COMPUTER SERVICES COM V000258	JULY SIGNAL MAINT	103652-6099 Other Professional Services	TK0912A	266.00	3859-2257	P05496	00074003	09/20/2011
Vendor Total:					3,894.43				
MW OH	COPWARE INC V000172	FACILITY LICENSE-2011/12 LEGAL	103040-6320 Books & Periodicals	TK0912A	700.00	81130	P05796	00074004	09/20/2011
Vendor Total:					700.00				
MW OH	COUNTY OF ORANGE V005595	HAZ MAT OC FIRE BILLING	103043-6299 Other Purchased Services	TK0912A	276.00	IN0878368	P05793	00074006	09/20/2011
MW OH	COUNTY OF ORANGE V005595	CUPA ELECTRONIC REPORTING S	103043-6299 Other Purchased Services	TK0912A	25.00	IN0878368	P05793	00074006	09/20/2011
MW OH	COUNTY OF ORANGE V005595	CUPA STATE SERVICE CHARGE B	103043-6299 Other Purchased Services	TK0912A	24.00	IN0878368	P05793	00074006	09/20/2011
Vendor Total:					325.00				
MW OH	COUNTY OF ORANGE TREA V000715	AUG OCATS SERVICES	103043-6299 Other Purchased Services	TK0912A	784.00	SH29658	P05805	00074005	09/20/2011
MW OH	COUNTY OF ORANGE TREA V000715	JULY OCATS SERVICES	103043-6299 Other Purchased Services	TK0912A	784.00	SH29963	P05805	00074005	09/20/2011
Vendor Total:					1,568.00				
MW OH	CRADDOCK, KATHERINE V006342	CCUG SEMINAR-MILEAGE,PARKIN	103043-6250 Staff Training	TK0912A	253.00	090611	P05820	00074007	09/20/2011
Vendor Total:					253.00				
MW OH	DELTACARE USA V005298	SEPT DENTAL INSURANCE PREMI	395083-5162 Dental Insurance Premiums	TK0912B	450.69	4269238		00074008	09/20/2011
MW OH	DELTACARE USA V005298	SEPT DENTAL INSURANCE PREMI	395000-4720 ISF Dental Ins Reimbursement	TK0912B	1,519.81	4269238		00074008	09/20/2011

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				Vendor Total:	1,970.50				
MW OH	DIMENSION PRINTER REPA V000305	FAX MACHINE SERVICE	422023-6135 Repair/Maint OffFurn & Eq	TK0912B	30.00	11-83	P05829	00074009	09/20/2011
				Vendor Total:	30.00				
MW OH	DUDEK & ASSOCIATES INC V004114	JULY ENVIRONMENTAL ENGINEE	484356-6017 Special Studies	TK0912B	227.75	20112374	P05817	00074010	09/20/2011
				Vendor Total:	227.75				
MW OH	E.B.A.& M CORP V000362	SEPT DENTAL INSURANCE PREMI	395083-5162 Dental Insurance Premiums	TK0912B	506.00	SEPT 11		00074011	09/20/2011
MW OH	E.B.A.& M CORP V000362	SEPT DENTAL INSURANCE PREMI	395000-4720 ISF Dental Ins Reimbursement	TK0912B	402.50	SEPT 11		00074011	09/20/2011
				Vendor Total:	908.50				
MW OH	EARTHQUAKE MANAGEME V007486	EMERGENCY KIT SUPPLIES	501514-6301 / 20010-6301 Special Department Supplies	TK0912B	796.08	B9758	P04967	00074012	09/20/2011
MW OH	EARTHQUAKE MANAGEME V007486	EMERGENCY KIT SUPPLIES	501514-6301 / 20010-6301 Special Department Supplies	TK0912B	19.80	B9758-1	P04967	00074012	09/20/2011
				Vendor Total:	815.88				
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 9/3/11 PD DATE 9/9/11	0010-2196 Garnishments W/H	PY11018	234.55	2711/1101018		00073972	09/09/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 9/3/11 PD DATE 9/9/11	0048-2196 Garnishments W/H	PY11018	46.91	2711/1101018		00073972	09/09/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 9/3/11 PD DATE 9/9/11	0029-2196 Garnishments W/H	PY11018	31.28	2711/1101018		00073972	09/09/2011
				Vendor Total:	312.74				
MW OH	EMPIRE PIPE CLEANING AN V003109	AUG SEWER CLEANING	484376-6120 R & M/Sewer & Storm Drain	TK0912B	6,895.00	8775	P05491	00074013	09/20/2011
				Vendor Total:	6,895.00				
MW OH	ENTERPRISE FLEET SERVIC V003312	SEPT PD LEASE VEHICLES	103042-6165 / 50070-6165 Vehicle Rental	TK0912B	1,650.75	FBN2015239	P05644	00074014	09/20/2011

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				Vendor Total:	1,650.75				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0912B	15.09	166867	P05474	00074015	09/20/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0912B	39.59	167133	P05474	00074015	09/20/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0912B	54.50	167298	P05474	00074015	09/20/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0912B	10.31	167301	P05474	00074015	09/20/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0912B	22.69	167304	P05474	00074015	09/20/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0912B	296.44	C29226	P05474	00074015	09/20/2011
				Vendor Total:	438.62				
MW IP	FENSTERMAKER, DANIEL V005067	AUG MEDIA SERVICES	441573-6099 Other Professional Services	ITK0908A	3,271.25	PLA-11-003	P05706	00073968	09/08/2011
				Vendor Total:	3,271.25				
MW OH	FERGUSON PRAET & SHERM V000396	JUNE LEGAL SERVICES	404582-6006 / 10025-6006 Litigation	TK0912B	2,534.50	15052	P05306	00074016	09/20/2011
				Vendor Total:	2,534.50				
MW OH	GARCIA, HECTOR V007874	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912B	50.00	73076		00074017	09/20/2011
				Vendor Total:	50.00				
MW OH	GLOBAL CABLING SYSTEM V007819	INSTALL 92 CAT5E	333523-6840 / 30016-6840 Machinery & Equipment	TK0912B	6,766.64	2859	P05813	00074018	09/20/2011
MW OH	GLOBAL CABLING SYSTEM V007819	INSTALL 43 CAT5E	422023-6290 Dept. Contract Services	TK0912B	970.12	2856	P05827	00074018	09/20/2011
				Vendor Total:	7,736.76				
MW OH	GPSIT V006120	NATIONAL 800 SERVICE PLAN	213041-6840 Machinery & Equipment	TK0912B	1,258.20	7902	P05790	00074019	09/20/2011

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MW OH	GPSIT V006120	ACTIVATION FEE	213041-6840 Machinery & Equipment	TK0912B	90.00	7902	P05790	00074019	09/20/2011
MW OH	GPSIT V006120	GPS UNIT	213041-6840 Machinery & Equipment	TK0912B	2,097.00	7902	P05790	00074019	09/20/2011
MW OH	GPSIT V006120	SHIPPING	213041-6840 Machinery & Equipment	TK0912B	45.00	7902	P05790	00074019	09/20/2011
MW OH	GPSIT V006120	TAX	213041-6840 Machinery & Equipment	TK0912B	162.52	7902	P05790	00074019	09/20/2011
Vendor Total:					3,652.72				
MW OH	GREAT WEST V006983	P/E 9/3/11 PD DATE 9/9/11	0029-2172 Deferred Comp Pay. - Gr West	PY11018	22.37	2607/1101018		00073973	09/09/2011
MW OH	GREAT WEST V006983	P/E 9/3/11 PD DATE 9/9/11	0048-2172 Deferred Comp Pay. - Gr West	PY11018	50.44	2607/1101018		00073973	09/09/2011
MW OH	GREAT WEST V006983	P/E 9/3/11 PD DATE 9/9/11	0010-2172 Deferred Comp Pay. - Gr West	PY11018	532.37	2607/1101018		00073973	09/09/2011
Vendor Total:					605.18				
MW OH	HARRELL & COMPANY AD\ V005503	AB 26 AND AB 27 ANALYSIS	102021-6010 Accounting & Auditing Service	TK0912B	1,340.00	082211	P05835	00074020	09/20/2011
MW OH	HARRELL & COMPANY AD\ V005503	PREP/FILE DISCLOSURE REPORTS	102021-6010 Accounting & Auditing Service	TK0912B	3,000.00	041211	P05836	00074020	09/20/2011
Vendor Total:					4,340.00				
MW OH	HARRIS, CAROL V005094	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912B	100.00	73071		00074021	09/20/2011
Vendor Total:					100.00				
MW OH	HONEYWELL INTERNATION\ V001388	HVAC MAINT 10/18-1/17/12	433654-6137 Repair Maint/Equipment	TK0912C	8,393.25	3550060	P05492	00074022	09/20/2011
Vendor Total:					8,393.25				
MW OH	HYDRO-SCAPE PRODUCTS\ V000471	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	TK0912B	247.83	006674684-01	P05853	00074023	09/20/2011
Vendor Total:					247.83				

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MW OH	KIM, JOO HEE V007884	DEPOSIT REFUND - KRAEMER	100000-4385 / 79175-4385 Facility Rental	TK0912B	100.00	73212		00074024	09/20/2011
Vendor Total:					100.00				
MW IP	KORSTON CONSTRUCTION V007755	CIVIC CENTER RENOVATION	333554-6185 / 61066-6185 Construction Services	ITK0908A	42,014.30	2	P05837	00073969	09/08/2011
Vendor Total:					42,014.30				
MW OH	LAW OFFICES OF RICK AUG V006124	AUG LEGAL SRVS-ACTION AGAIN	101005-6005 Legal Services	TK0912B	34,228.20	083111	P05846	00074025	09/20/2011
MW OH	LAW OFFICES OF RICK AUG V006124	AUG LEGAL SRVS-AGAINST CONS	101005-6005 Legal Services	TK0912B	10,656.38	083111A	P05847	00074025	09/20/2011
Vendor Total:					44,884.58				
MW OH	LAWSON, GLENN V007184	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912B	50.00	73078		00074026	09/20/2011
Vendor Total:					50.00				
MW OH	LEYRETANA, HILDA V007885	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912B	100.00	73209		00074028	09/20/2011
MW OH	LEYRETANA, HILDA V007885	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912B	100.00	73213		00074028	09/20/2011
Vendor Total:					200.00				
MW OH	LUTHRA, RAHUL V007886	FACILITY REFUND	100000-4385 / 79183-4385 Facility Rental	TK0912B	15.00	73175		00074029	09/20/2011
Vendor Total:					15.00				
MW OH	MATTERN, JEREMY V007883	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912B	100.00	73211		00074030	09/20/2011
Vendor Total:					100.00				
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK0912B	1.51	23348/5	P05430	00074031	09/20/2011
Vendor Total:					1.51				
MW OH	MICON CONSTRUCTION INC	AUG CONST KRAEMER PARK PRO	333555-6185 / 6104940153-6185	TK0912C	19,413.00	7668-01	P05800	00074032	09/20/2011

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	V007849		Construction Services						
				Vendor Total:	19,413.00				
MW OH	MOLINA, BRENDA V007879	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0912B	150.00	73201		00074033	09/20/2011
				Vendor Total:	150.00				
MW OH	NELSON, SCOTT V003479	TRAVEL REIMBURSEMENT-3/29/11	101001-6245 Meetings & Conferences	TK0912B	166.96	090111	P05845	00074034	09/20/2011
				Vendor Total:	166.96				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK0912C	14.56	037679I	P05408	00074035	09/20/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	TK0912C	62.27	037385I	P05787	00074035	09/20/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	TK0912C	86.43	037382I	P05810	00074035	09/20/2011
				Vendor Total:	163.26				
MW OH	OFSI V000703	SEPT COPIER LEASE	431010-6175 Office Equipment Rental	TK0912C	30.10	1638314		00074036	09/20/2011
MW OH	OFSI V000703	SEPT COPIER MAINT	431010-6175 Office Equipment Rental	TK0912C	364.19	1638315		00074036	09/20/2011
MW OH	OFSI V000703	SEPT COPIER MAINT	431010-6175 Office Equipment Rental	TK0912C	346.79	1638316		00074036	09/20/2011
MW OH	OFSI V000703	SEPT COPIER LEASE	431010-6175 Office Equipment Rental	TK0912C	1,607.64	1638317		00074036	09/20/2011
				Vendor Total:	2,348.72				
MW OH	OPSTEEGH, BONITA V007873	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912C	60.00	73074		00074037	09/20/2011
MW OH	OPSTEEGH, BONITA V007873	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912C	40.00	73075		00074037	09/20/2011
				Vendor Total:	100.00				
MW OH	ORANGE COUNTY EMPLOY	P/E 9/3/11 PD DATE 9/9/11	0029-2176	PY11018	12.48	2610/1101018		00073974	09/09/2011

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/3/11 PD DATE 9/9/11	0043-2176 PCEA/OCEA Assoc Dues	PY11018	19.24	2610/1101018		00073974	09/09/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/3/11 PD DATE 9/9/11	0010-2176 PCEA/OCEA Assoc Dues	PY11018	273.71	2610/1101018		00073974	09/09/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/3/11 PD DATE 9/9/11	0037-2176 PCEA/OCEA Assoc Dues	PY11018	5.53	2610/1101018		00073974	09/09/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/3/11 PD DATE 9/9/11	0048-2176 PCEA/OCEA Assoc Dues	PY11018	25.74	2610/1101018		00073974	09/09/2011
				Vendor Total:	336.70				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 9/3/11 PD DATE 9/9/11	0048-2196 Garnishments W/H	PY11018	22.50	2714/1101018		00073975	09/09/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 9/3/11 PD DATE 9/9/11	0029-2196 Garnishments W/H	PY11018	15.00	2714/1101018		00073975	09/09/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 9/3/11 PD DATE 9/9/11	0010-2196 Garnishments W/H	PY11018	112.50	2714/1101018		00073975	09/09/2011
				Vendor Total:	150.00				
MW OH	ORANGE COUNTY TRAININ V007114	2011/2012 OCTMA ANNUAL DUES	103040-6255 Dues & Memberships	TK0912C	70.00	070511	P05791	00074038	09/20/2011
				Vendor Total:	70.00				
MW OH	ORANGE COUNTY TREASUI V007306	ANIMAL CARE SRVS 4/1-6/30/11	103045-6280 Animal Control Services	TK0912C	28,954.00	AC10-90066	P05839	00074039	09/20/2011
				Vendor Total:	28,954.00				
MW OH	PATEL, BINEETA V005068	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	TK0912C	150.00	73067		00074040	09/20/2011
				Vendor Total:	150.00				
MW OH	PAVEMENT COATING COMI V007616	SLURRY SEAL PROJECT	333552-6185 / 6105840011-6185 Construction Services	TK0912C	13,175.41	RETENTION	P05183	00074041	09/20/2011
				Vendor Total:	13,175.41				
MW OH	PCEA C/O NORTH ORANGE V000699	P/E 9/3/11 PD DATE 9/9/11	0010-2176	PY11018	28.45	2615/1101018		00073976	09/09/2011

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	V000679		PCEA/OCEA Assoc Dues					
MW OH	PCEA C/O NORTH ORANGE · P/E 9/3/11 PD DATE 9/9/11 V000679		0029-2176 PCEA/OCEA Assoc Dues	PY11018	1.30 2615/1101018		00073976	09/09/2011
MW OH	PCEA C/O NORTH ORANGE · P/E 9/3/11 PD DATE 9/9/11 V000679		0048-2176 PCEA/OCEA Assoc Dues	PY11018	2.68 2615/1101018		00073976	09/09/2011
MW OH	PCEA C/O NORTH ORANGE · P/E 9/3/11 PD DATE 9/9/11 V000679		0037-2176 PCEA/OCEA Assoc Dues	PY11018	0.57 2615/1101018		00073976	09/09/2011
MW OH	PCEA C/O NORTH ORANGE · P/E 9/3/11 PD DATE 9/9/11 V000679		0043-2176 PCEA/OCEA Assoc Dues	PY11018	2.00 2615/1101018		00073976	09/09/2011
				Vendor Total:	35.00			
MW OH	PEERLESS MATERIALS CON SHOP RAGS V000804		0043-1505 Auto Supply Inventory	TK0912C	554.91 18940	P05437	00074042	09/20/2011
				Vendor Total:	554.91			
MW OH	PETE'S ROAD SERVICE INC CREDIT V000767		0043-1505 Auto Supply Inventory	TK0912C	-50.00 563459-00	P05431	00074043	09/20/2011
MW OH	PETE'S ROAD SERVICE INC TIRE REPAIR V000767		0043-1505 Auto Supply Inventory	TK0912C	256.53 598487-00	P05431	00074043	09/20/2011
				Vendor Total:	206.53			
MW OH	PLACENTIA CHAMBER OF C ANNUAL MEMBERSHIP DUES V000772		101001-6255 Dues & Memberships	TK0912C	585.00 7541	P05807	00074044	09/20/2011
				Vendor Total:	585.00			
MW OH	PLACENTIA POLICE MANA C P/E 9/3/11 PD DATE 9/9/11 V000839		0010-2180 Police Mgmt Assn Dues	PY11018	995.66 2625/1101018		00073977	09/09/2011
				Vendor Total:	995.66			
MW OH	PLACENTIA POLICE OFFICE P/E 9/3/11 PD DATE 9/9/11 V003519		0010-2178 Placentia Police Assoc Dues	PY11018	2,814.28 2620/1101018		00073978	09/09/2011
				Vendor Total:	2,814.28			
MW OH	PLACENTIA, CITY OF REPLENISH PETTY CASH V000822		0010-1140 Petty Cash/Police	TK0912A	279.48 090611	P05819	00074045	09/20/2011
MW OH	PLACENTIA, CITY OF RADAR/LASER TRAINING		103041-6250	TK0912A	20.00 090611	P05819	00074045	09/20/2011

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000822		Staff Training						
MW OH	PLACENTIA, CITY OF V000822	SHIPPING CHARGES	431010-6325 Postage	TK0912A	23.40	090611	P05819	00074045	09/20/2011
MW OH	PLACENTIA, CITY OF V000822	ORAL INTERVIEWS	101512-6245 Meetings & Conferences	TK0912A	21.02	090611	P05819	00074045	09/20/2011
MW OH	PLACENTIA, CITY OF V000822	OFFICER MEMORIAL PARKING	103040-6245 Meetings & Conferences	TK0912A	6.25	090611	P05819	00074045	09/20/2011
MW OH	PLACENTIA, CITY OF V000822	6/2/11 SWAT RANGE FEES	103043-6160 Facility Rental	TK0912A	20.00	090611	P05819	00074045	09/20/2011
MW OH	PLACENTIA, CITY OF V000822	CPOA PARKING	103040-6245 Meetings & Conferences	TK0912A	36.00	090611	P05819	00074045	09/20/2011
MW OH	PLACENTIA, CITY OF V000822	TRAINING PARKING	103043-6250 Staff Training	TK0912A	11.25	090611	P05819	00074045	09/20/2011
MW OH	PLACENTIA, CITY OF V000822	PD PETTY CASH REIMBURSEMEN'	103041-6250 Staff Training	TK0912A	14.24	090611	P05819	00074045	09/20/2011
MW OH	PLACENTIA, CITY OF V000822	GASOLINE	433658-6345 Gasoline & Diesel Fuel	TK0912A	51.25	090611	P05819	00074045	09/20/2011
				Vendor Total:	482.89				
MW OH	REDDING, MARISOL V007877	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912C	100.00	73206		00074046	09/20/2011
				Vendor Total:	100.00				
MW OH	ROBERTS, SUSAN V007870	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0912C	50.00	73070		00074047	09/20/2011
				Vendor Total:	50.00				
MW OH	SO CAL PSD V003051	DISPATCHERS ANNUAL DUES	103043-6255 Dues & Memberships	TK0912C	35.00	120	P05792	00074048	09/20/2011
				Vendor Total:	35.00				
MW OH	SPARKLETTS V000967	WATER DELIVERY	431010-6301 Special Department Supplies	TK0912C	105.44	4106122 081711	P05405	00074049	09/20/2011
				Vendor Total:	105.44				

**City of Placentia
Warrant Register
For 09/13/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	STANDARD INSURANCE CO V000904	SEPT LTD/LIFE INSURANCE	395000-4725 ISF Life Ins Reimbursements	TK0912C	1,768.80 SEPT 11		00074050	09/20/2011
MW OH	STANDARD INSURANCE CO V000904	SEPT LTD/LIFE INSURANCE	395000-4730 ISF LTD Ins Reimbursements	TK0912C	4,808.82 SEPT 11		00074050	09/20/2011
MW OH	STANDARD INSURANCE CO V000904	SEPT LTD/LIFE INSURANCE	395083-5163 Life Insurance Premiums	TK0912C	1,023.65 SEPT 11		00074050	09/20/2011
Vendor Total:					7,601.27			
MW OH	STEVENS, PATRICIA V007872	DEPOSIT REFUND - AGUIRRE BLD	100000-4385 / 79160-4385 Facility Rental	TK0912C	100.00 73066		00074051	09/20/2011
Vendor Total:					100.00			
MW OH	SUBURBAN PROPANE V000971	PROPANE	0043-1505 Auto Supply Inventory	TK0912C	47.00 908661	P05432	00074052	09/20/2011
Vendor Total:					47.00			
MW OH	SULLIVAN HILL LEWIN REZ V003555	JULY LEGAL SRVS-MEGAWAY v.P	101005-6005 / 10019-6005 Legal Services	TK0912C	17,662.59 137838	P05844	00074053	09/20/2011
Vendor Total:					17,662.59			
MW OH	SUNGARD PUBLIC SECTOR V005987	BI-TECH UPGRADE/TRAINING	422023-6136 Software Maintenance	TK0912C	1,705.60 39906	P05704	00074054	09/20/2011
MW OH	SUNGARD PUBLIC SECTOR V005987	BI-TECH UPGRADE/TRAINING	422023-6136 Software Maintenance	TK0912C	427.20 39975	P05704	00074054	09/20/2011
Vendor Total:					2,132.80			
MW OH	TORRES, MANUEL V005350	DEPOSIT REFUND - AGUIRRE BLD	100000-4385 / 79160-4385 Facility Rental	TK0912C	100.00 73069		00074055	09/20/2011
Vendor Total:					100.00			
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK0912C	43.98 1036054	P05469	00074056	09/20/2011
Vendor Total:					43.98			
MW OH	TURBO DATA SYSTEMS INC V001238	JULY CITATION PROCESSING	103041-6099 Other Professional Services	TK0912C	1,497.57 17974	P05838	00074057	09/20/2011

**City of Placentia
Warrant Register
For 09/13/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	1,497.57				
MW OH	UNITED RENTALS NORTHW V001082	CONCRETE REPLACEMENT	103652-6301 Special Department Supplies	TK0912C	179.58	94701995-001	P05459	00074059	09/20/2011
				Vendor Total:	179.58				
MW OH	UNITED WAY OF ORANGE C V001062	P/E 9/3/11 PD DATE 9/9/11	0037-2193 Charity	PY11018	2.00	2635/1101018		00073979	09/09/2011
MW OH	UNITED WAY OF ORANGE C V001062	P/E 9/3/11 PD DATE 9/9/11	0010-2193 Charity	PY11018	23.00	2635/1101018		00073979	09/09/2011
				Vendor Total:	25.00				
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0043-2131 Employer PARS/ARS Payable	TK0912C	120.05	97110		00074058	09/20/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0042-2131 Employer PARS/ARS Payable	TK0912C	18.37	97110		00074058	09/20/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0043-2126 Employee PARS/ARS W/H	TK0912C	120.05	97110		00074058	09/20/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0048-2126 Employee PARS/ARS W/H	TK0912C	22.66	97110		00074058	09/20/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0010-2126 Employee PARS/ARS W/H	TK0912C	1,580.27	97110		00074058	09/20/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0042-2126 Employee PARS/ARS W/H	TK0912C	18.37	97110		00074058	09/20/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0010-2131 Employer PARS/ARS Payable	TK0912C	1,576.51	97110		00074058	09/20/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0048-2131 Employer PARS/ARS Payable	TK0912C	22.66	97110		00074058	09/20/2011
				Vendor Total:	3,478.94				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 9/3/11 PD DATE 9/9/11	0029-2170 Deferred Comp Payable - ICMA	PY11018	5.14	2606/1101018		00073980	09/09/2011
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 9/3/11 PD DATE 9/9/11	0048-2170 Deferred Comp Payable - ICMA	PY11018	7.72	2606/1101018		00073980	09/09/2011

**City of Placentia
Warrant Register
For 09/13/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 9/3/11 PD DATE 9/9/11	0010-2170 Deferred Comp Payable - ICMA	PY11018	270.73	2606/1101018		00073980	09/09/2011
Vendor Total:					283.59				
MW OH	VIVINT INC V007887	REFUND-BUSINESS LICENSE	100000-4120 Contractors	TK0912C	90.00	083111		00074061	09/20/2011
Vendor Total:					90.00				
MW OH	WAGE WORKS INC V000283	P/E 9/3/11 PD DATE 9/9/11	0010-2188 Health Care SSA	PY11018	170.09	2655/1101018		00073981	09/09/2011
MW OH	WAGE WORKS INC V000283	P/E 9/3/11 PD DATE 9/9/11	0037-2188 Health Care SSA	PY11018	0.96	2655/1101018		00073981	09/09/2011
MW OH	WAGE WORKS INC V000283	P/E 9/3/11 PD DATE 9/9/11	0010-2190 Dependent Care SSA	PY11018	101.54	2660/1101018		00073981	09/09/2011
MW OH	WAGE WORKS INC V000283	P/E 9/3/11 PD DATE 9/9/11	0048-2190 Dependent Care SSA	PY11018	18.47	2660/1101018		00073981	09/09/2011
MW OH	WAGE WORKS INC V000283	P/E 9/3/11 PD DATE 9/9/11	0037-2190 Dependent Care SSA	PY11018	18.46	2660/1101018		00073981	09/09/2011
Vendor Total:					309.52				
MW OH	WEST COAST ARBORISTS INC V001124	JUNE TREE TRIMMING	103655-6115 Landscaping	TK0912C	7,089.40	73219	P04731	00074062	09/20/2011
Vendor Total:					7,089.40				
MW OH	WILLDAN ASSOCIATES V001127	JULY CITY ENGINEERING SRVS	484356-6015 Engineering Services	TK0912C	6,720.00	003-11908	P05497	00074063	09/20/2011
MW OH	WILLDAN ASSOCIATES V001127	JULY TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK0912C	3,360.00	006-10985	P05498	00074063	09/20/2011
Vendor Total:					10,080.00				
MW OH	WM CURBSIDE INC V000230	JUNE USED OIL COLLECTION	501515-6301 / 20037-6301 Special Department Supplies	TK0912A	243.70	766	P04735	00074064	09/20/2011
Vendor Total:					243.70				
Type Total:					310,431.40				

**City of Placentia
Warrant Register
For 09/13/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
Warrant Total:					317,728.94				

**City of Placentia
RDA - Warrant Register
For 9/6/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 15,414.15

Warrant Totals by ID

AP	14,637.23
EP	776.92
IP	0.00
OP	0.00

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

<u>Warrant Totals by Fund</u>
3,474.19
11,939.96

Void Total:	0.00
Warrant Total:	15,414.15

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

Warrant Total: 15,414.15

September 20, 2011
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City of Placentia
RDA - Warrant Register
For 09/01/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 8/6/11 PD DATE 8/12/11	0035-2170 Deferred Comp Payable - ICMA	PY11016	388.46	2995/1101016		00002596	08/12/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 8/20/11 PD DATE 8/26/11	0035-2170 Deferred Comp Payable - ICMA	PY11017	388.46	2995/1101017		00002691	08/26/2011
Vendor Total:					776.92				
Type Total:					776.92				
MW IP	ARCZYNSKI, ANDREW V V005588	JULY RDA LOW MOD LEGAL SRVS	347536-6005 Legal Services	ITK0811B	1,189.17	073111A	P05689	00073716	08/15/2011
MW IP	ARCZYNSKI, ANDREW V V005588	JULY RDA CAPITAL PROJECTS LE	357536-6005 Legal Services	ITK0811B	4,756.70	073111A	P05689	00073716	08/15/2011
Vendor Total:					5,945.87				
MW IP	COUNTY OF ORANGE TREA V000715	2010-11 OVERAPPORTIONMENT O	357536-6410 Property Taxes	ITK0830A	4,950.81	TX0344	P05709	00073776	08/31/2011
MW IP	COUNTY OF ORANGE TREA V000715	2010-11 OVERAPPORTIONMENT O	357536-6410 Property Taxes	ITK0830A	448.97	TU0252	P05710	00073776	08/31/2011
Vendor Total:					5,399.78				
MW OH	KOSMONT COMPANIES V006131	JULY REAL ESTATE ADVISORY SE	357536-6001 Management Consulting Services	TK0825G	815.08	11018.0.7	P05770	00073878	09/06/2011
MW OH	KOSMONT COMPANIES V006131	JULY REAL ESTATE ADVISORY SE	347536-6001 Management Consulting Services	TK0825G	2,285.02	11018.0.7	P05770	00073878	09/06/2011
Vendor Total:					3,100.10				
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0035-2131 Employer PARS/ARS Payable	TK0825E	25.63	082411O		00073957	09/06/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/20 PD 8/26/11	0035-2126 Employee PARS/ARS W/H	TK0825E	25.63	082411O		00073957	09/06/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0035-2131 Employer PARS/ARS Payable	ITK0811B	23.96	81011O		00073723	08/15/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 8/6 PD 8/12/11	0035-2126 Employee PARS/ARS W/H	ITK0811B	23.96	81011O		00073723	08/15/2011
Vendor Total:					99.18				

City of Placentia
RDA - Warrant Register
For 09/01/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WAGE WORKS INC V000283	P/E 8/6/11 PD DATE 8/12/11	0035-2190 Dependent Care SSA	PY11016	46.15	2660/1101016		00073700	08/12/2011
MW OH	WAGE WORKS INC V000283	P/E 8/20/11 PD DATE 8/26/11	0035-2190 Dependent Care SSA	PY11017	46.15	2660/1101017		00073767	08/26/2011
Vendor Total:					92.30				
Type Total:					14,637.23				
Warrant Total:					15,414.15				

**City of Placentia
RDA - Warrant Register
For 9/20/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check#	Check Date
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Grand Total: 3,798.31

Warrant Totals by ID

AP	3,409.85
EP	388.46
IP	0.00
OP	0.00

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

<u>Warrant Totals by Fund</u>
797.16
3,001.15

Void Total:	0.00
Warrant Total:	3,798.31

Warrant Total: 3,798.31

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

City of Placentia
RDA - Warrant Register
For 09/13/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 9/3/11 PD DATE 9/9/11	0035-2170 Deferred Comp Payable - ICMA	PY11018	388.46	2995/1101018		00002692	09/09/2011
Vendor Total:					388.46				
Type Total:					388.46				
MW OH	ARCZYNSKI, ANDREW V V005588	AUG RDA LOW MOD LEGAL SRVS	347536-6005 Legal Services	TK0912A	797.16	083111A	P05674	00073989	09/20/2011
MW OH	ARCZYNSKI, ANDREW V V005588	AUG RDA LEGAL SRVS	357536-6005 Legal Services	TK0912A	768.62	083111A	P05674	00073989	09/20/2011
Vendor Total:					1,565.78				
MW OH	US BANK V001073	PLACENTIA RDA 09 SUB TANS	357536-6030 Trustee Fees	TK0912C	1,750.00	2830798	P05860	00074060	09/20/2011
Vendor Total:					1,750.00				
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0035-2126 Employee PARS/ARS W/H	TK0912C	23.96	97110		00074058	09/20/2011
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/3 PD 9/9/11	0035-2131 Employer PARS/ARS Payable	TK0912C	23.96	97110		00074058	09/20/2011
Vendor Total:					47.92				
MW OH	WAGE WORKS INC V000283	P/E 9/3/11 PD DATE 9/9/11	0035-2190 Dependent Care SSA	PY11018	46.15	2660/1101018		00073981	09/09/2011
Vendor Total:					46.15				
Type Total:					3,409.85				
Warrant Total:					3,798.31				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES

DATE: SEPTEMBER 20, 2011

SUBJECT: **APPROVAL OF RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCES PERTAINING TO THE OPERATION OF THE HERITAGE FESTIVAL AND PARADE SCHEDULED FOR OCTOBER 15, 2011**

FISCAL
IMPACT: NONE

SUMMARY:

The City of Placentia, on a periodic basis, organizes and implements special events and programs either solely or in partnership with community organizations. Occasionally, these events include activities that are in violation of the City's Municipal Code. In an effort to allow City Council discretion to temporarily suspend specific ordinances during such events, when it is determined that the public welfare and interest will be served by such suspension, the City Council has heretofore adopted an Ordinance allowing for the temporary suspension of regulatory Ordinances. This action requests the adoption of a Resolution suspending certain regulatory Ordinances pertaining to the 47th Annual Heritage Festival and Parade.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2011-___, A Resolution of the City Council of the City of Placentia Authorizing the Temporary Suspension of Regulatory Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the Operation of the City of Placentia Heritage Festival and Parade on Saturday, October 15, 2011.

DISCUSSION:

On Saturday, October 15, 2011, the City of Placentia will have "A Blast From Our Past" at the 47th Annual Heritage Festival and Parade. The festivities will begin with a pancake breakfast from 6:30 - 10:00 a.m. located adjacent to Tri-City Park. The Heritage Parade will begin at 9:30 a.m. and travel north on Kraemer beginning at Morse Avenue and conclude at Tri-City Park. The parade will feature over 200 parade entries, marching bands, VIP's, classic cars, and non-profit organizations.

The Heritage Festival will follow the parade and will be held at Tri-City Park and portions of Tuffree Hill Park. The Festival will begin at 10:00 am and will feature craft and food vendors, the Chamber of Commerce Business Showcase, car show, children's game area, non-profit display booths, and a beer and wine garden.

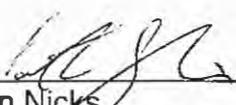
This year the City of Placentia Heritage Festival Committee would like to enhance the event with an end of festival concert featuring "The Fenians", a very popular Southern California band that performs traditional and contemporary Irish music. The concert will begin approximately at 4:00 p.m. and extend the event until 6:00 p.m. It is also proposed to extend the operation of the beer and wine garden as well as some of the food vendors to coincide with the end of the concert. Attendance for the event is expected to be approximately 15,000 - 20,000.

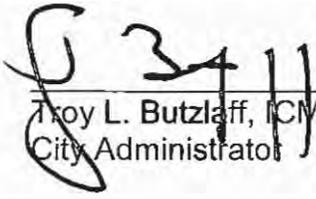
The suspension of two sections of the Municipal Code is necessary to conduct the event: (1) Section 23.76.050 to allow for amplified sound which may exceed the noise level standards on the parade route, at Tri-City Park and at Tuffree Hill Park; and (2) Section 10.28.010 to allow the consumption of alcohol on public property. The Tri-City Park Authority previously approved the request to allow for the beer garden pending approval of the suspension of the related Ordinance.

The attached Resolution identifies the event with the respective Municipal Code sections that are requested for suspension on a temporary basis.

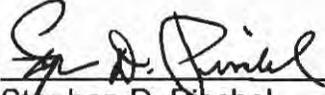
Prepared by:

Reviewed and approved:


Jonathan Nicks
Deputy Director of Community Services


Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:


Stephen D. Pischel
Director of Administrative and
Community Services

Attachment:

Resolution R-2011-___

RESOLUTION NO. R-2011-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY SECTIONS 23.76.050 and 10.28.010 OF THE PLACENTIA MUNICIPAL CODE FOR THE OPERATION OF CITY OF PLACENTIA HERITAGE FESTIVAL AND PARADE ON SATURDAY, OCTOBER 15, 2011

A. Recitals.

(i) The City of Placentia adopted Ordinance No. O-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific Ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension.

(ii) The City Council finds that certain events of broad public interest may benefit the City and the City's economy by attracting large numbers of visitors, by generating favorable publicity, and by enhancing a marketable image for the City.

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

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

2. The City temporarily suspends Placentia Municipal Code Section 23.76.050 relative to use of amplified music which may exceed the noise standards during the Heritage Festival and Parade at Tri-City Park, Tuffree Hill Park and on the parade route on Saturday, October 15, 2011, from 5:00 a.m. to 7:00 p.m.

3. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Heritage Festival and Parade at Tri-City Park on Saturday, October 15, 2011, from 10:00 a.m. to 6:00 p.m.

4. The specified sections of the Placentia Municipal Code (Sections 10.28.010 and 23.76.050) shall remain in full force and effect throughout the remainder of the City.

5. This Resolution shall take effect from and after its date of adoption.

PASSED and ADOPTED this 20th day of September 2011.

Scott W. Nelson, MAYOR

ATTEST:

Patrick J. Melia, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 20TH day of September 2011, by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW ARCZYNSKI, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 20, 2011

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION TO CENTURY PAVING INCORPORATED, FOR THE PLACENTIA PARKING LOT AT 329 & 333 WEST SANTA FE AVENUE IMPROVEMENT PROJECT**

FISCAL
IMPACT: EXPENSE: \$67,445.40 FOR CONSTRUCTION
OFFSETTING REVENUE: \$47,945.40 CFD, \$19,500.00 ARRA EECBG FUNDS
BUDGETED: \$75,000.00 (ACCOUNT NO.:333554-6185 J/L 61063)

SUMMARY:

There is a significant need for additional parking in the Downtown area. Additionally, construction of the new Metrolink Station will further increase the need for parking. This action will approve plans and specifications and award a contract to Century Paving Incorporated, in an amount of \$61,314.00 to construct a parking lot at 329 and 333 West Santa Fe Avenue.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Reject the low bid, and
2. Approve plans and specifications prepared by Willdan Engineering dated July 11, 2011, for the Placentia Parking Lot 329 & 333 West Santa Fe Avenue Improvement Project, and
3. Award construction contract to the lowest responsive and responsible bidder, Century Paving Incorporated, for an amount not to exceed \$61,314.00, and
4. Reject all other bids, and

5. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an aggregate amount not to exceed 10% of the project construction cost, and
6. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

This project will construct a new parking lot consisting of 12 marked stalls on the vacant lots located at 329 and 333 W. Santa Fe Avenue. The Placentia Parking Lot Project is funded primarily through the Community Facilities District (CFD) Fund with a portion of the funds coming from an Energy Efficiency and Conservation Block Grant (EECBG) the City received through the Federal Government. These funds will be used for the solar lighting that will be installed on the lot. The parking lot will include landscaping, trash receptacles, signage, striping, irrigation, as well as curb and gutter improvements.

A copy of the plans and specifications is available for review in the City Clerk's Office.

This project was advertised on July 28th and August 4th. Bids for construction were received on August 22, 2011. The bid summary is as follows:

CONTRACTOR	BID
HYN Engineering, Inc.*	\$54,412.00
Century Paving, Inc.	\$61,314.00
Topline Construction, Inc.	\$63,257.00
FS Construction	\$63,265.00
Metrocell Construction, Inc.	\$65,106.50
GM Sager Construction Co., Inc.	\$68,284.00
The RJ Noble Company	\$76,787.25
J.RDMMAC, Inc.	\$77,470.00
Shamrock Paving, Inc.	\$78,087.74
Aramexx Construction	\$79,829.00
Premier West Contractors, Inc.	\$80,504.23
PALP Inc. dba Excel Paving Co.	\$80,680.00
Terrapave, Inc.	\$80,852.00
BEN'S Asphalt, Inc.	\$82,256.00
Unique Performance Construction, Inc.	\$93,236.00

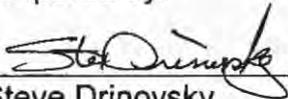
*HYN Engineering, Inc., removed its bid after realizing they did not properly address all items disclosed on the plans and specifications. The next responsive bidder is Century Paving Incorporated.

Century Paving Incorporated, has been performing this type of work since 1974 and is based in La Mirada, California. References include the school districts of Long Beach, Los Angeles, and Carlsbad. Their proposal, references, and qualifications have been reviewed and approved by the City Engineer. The construction period is scheduled for 15 working-days which will begin once all contract documents have been executed and a notice to proceed has been issued.

FISCAL IMPACT:

This project is budgeted in the Fiscal Year 2011-12 Capital Improvement Program. The project will use EECBG and CFD funding.

Prepared by:



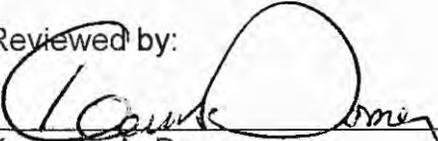
Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, CMA-CM
City Administrator

Reviewed by:



Kenneth A. Domer
Assistant City Administrator

Attachments: As Stated

AGREEMENT

PLACENTIA PARKING LOT, PARKING LOT ON 329 & 333 W. SANTA FE PROJECT

THIS AGREEMENT is made and entered into this 20th day of September, 2011, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation, hereinafter referred to as "City" and Century Paving Incorporated., a California Corporation, hereinafter referred to as "Contractor". City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

WITNESSETH:

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

1. General Conditions

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

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

"Project" as used herein defines the entire scope of the work covered by all the Agreement Documents. Anything mentioned in the Specifications and not indicated in the Drawings, or indicated in the Drawings and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Drawings or Specifications, the matter shall be immediately submitted to the City's Public Works Director, without whose

decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the Public Works Director shall be final.

2. Materials and Labor

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

3. Project

The Project is described as:

**CITY PROJECT NO. 61063
Placentia Parking Lot 329 & 333 W. Santa Fe Improvement Project.**

4. Plans and Specifications

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

PLACENTIA PARKING LOT, PARKING LOT ON 329 & 333 W. SANTA FE

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

5. Time of Commencement and Completion

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



Contractor Initials

City Initials

6. Legal Relationship between the Parties

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

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

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

7. Time is of the Essence

Time is of the essence of this Agreement. As required by the Agreement Documents, Contractor shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction progress schedule. Contractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors and City, in a manner that will facilitate the efficient completion of the entire work in accordance with 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 Engineer or Director of Public Works specifying the exact nature of the extra work and the amount of extra compensation to be paid as more particularly set forth in 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 Engineer. The decision of the City Engineer shall be final.

10. Changes in Project

- A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
1. In the Drawings and Specifications;
 2. In the time, or in the method or manner of performance of the work;
 3. In City-furnished facilities, equipment, materials, services, or site; or

4. Directing acceleration in the performance of the work.

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

City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefore shall be submitted without delay by Contractor to City.

11. Ownership of Documents

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

12. Liquidated Damages for Delay

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in Section 5 plus the allowance made for delays or extensions authorized under Sections 8, 9, and 10, City will sustain damage, which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of Five Hundred Dollars (\$500.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of Five Hundred Dollars (\$500.00) per day, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

13. Agreement Price and Method of Payment

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **\$61,314.00, (Sixty-One Thousand Three Hundred Fourteen Dollars)** 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's Public Works Director, stating that the work for which payment is demanded has been performed in accordance with the terms of this Agreement and that the amount stated in the certificate is due under the terms of this Agreement. Partial payments on the Agreement price shall not be considered as an acceptance of any part of the work.

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

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

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

14. Substitution of Securities in Lieu of Retention of Funds

Pursuant to Public Contract Code section 22300 et seq., Contractor shall

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

15. Completion

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

16. Contractor's Employees Compensation

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and copies of the same are on file in the City Public Works Director's office. Contractor agrees that no less than these prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code 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 that requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- 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. Contractors Employee Employment Verification.

(Language to be used for all contracts over \$50,000)

Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

E-Verify. If Consultant is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll> . Consultant shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

CONSULTANT/CONTRACTOR EXCEPTION:

Notwithstanding the foregoing, the City Council reserves the right to consider an alternative procedure to E-Verify if a program of equal or greater effectiveness is presented for consideration by a Consultant/Contractor. Any such alternative procedure shall be considered on a case-by-case basis.

21. 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.

22. 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.

23. 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 must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

If to City: City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Attention: City Engineer

If to Contractor: Century Paving Incorporated
14630 E. Firestone Boulevard
La Mirada, CA 90638
Attention: Mr. Eddie Imperial, President

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

24. Licenses and Qualifications

Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties under this Agreement.

25. Warranty

Contractor agrees to perform all work under this Agreement in accordance with City's designs, drawings, and specifications.

Contractor guarantees for a period of at least one (1) year from the date of substantial completion with beneficial occupancy of the work as mutually agreed by the Parties or the date of acceptance of the project as completed by City, that the completed work is free from all defects due to faulty materials, equipment, or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. City shall promptly give notice to Contractor of observed defects. In the event that Contractor fails to make adjustments, repairs, corrections, or other work made necessary by such defects, City may do so and charge Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

Contractor's obligations under this clause are in addition to Contractor's other express or implied assurances under this Agreement or state law and in no

way diminish any other rights that City may have against the Contractor for faulty materials, equipment, or work.

26. 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.

27. Successors in Interest

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Entire Agreement

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

34. 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.

35. Conflicts

To the extent that there is any conflict between the provisions of this Agreement and the City's Request for Proposals, the Contractor's Proposal and/or any of the other Agreement Documents, the terms and conditions of this IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first hereinabove written.

CITY OF PLACENTIA

By: _____
Troy L. Butzlaff, City Administrator

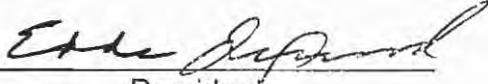
ATTEST:

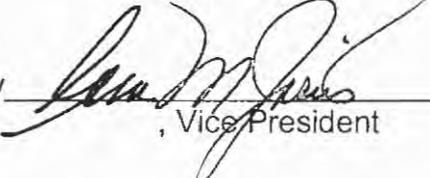
By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski,
City Attorney

CENTURY PAVING INCORPORATED

By:  _____
, President

By:  _____
, Vice President



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

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

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

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

A. Minimum Scope of Insurance Required

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

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

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

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

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

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

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

B. Minimum Limits of Insurance Coverage Required

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

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

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

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

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

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

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

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

D. Verification of Insurance Coverage:

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

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

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

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

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

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

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

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

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

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

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

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

F. Endorsement Language for Insurance Certificates

Example A:

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

Example B:

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

Example C:

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

G. Alternative Programs/Self-Insurance. Under certain

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

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

H. Waiver or Modification of the Insurance Requirements.

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

waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a wavier or modification will be reviewed and a final determination rendered by the Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thoits Insurance Ca Lic #0243213 160 West Santa Clara Street 12th Floor San Jose CA 95113		CONTACT NAME: Monica Castaneda PHONE (A/C No, Ext): (408) 792-5400 FAX (A/C No): (408) 792-3670 E-MAIL ADDRESS: mcastaneda@thoitsinsurance.com PRODUCER CUSTOMER ID#: 00015491	
INSURED Century Paving, Inc. 14630 E. Firestone Blvd La Mirada CA 90638		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Ins Co #221 24198 INSURER B: Everest National Ins Co #719 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	P LICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CBP8216062	12/3/2010	12/3/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERA AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAB242552	12/3/2010	12/3/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ Medical payments \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes describe under DESCRIPTION OF OPERATIONS below	N/A	7600000455101	12/3/2010	12/3/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Contract/Agreement
Certificate holder is named as Additional Insured as respects General Liability per Form GECG602 09-04 att'd- GL waiver Form 602 & primary form 22-111-01/07 & Work Comp WOS WC 040306 & severability of interest form CG000110/01 att'd. A 10 day notice of cancellation for non-payment of premium (Form CIR attached)

CERTIFICATE HOLDER ~City of Placentia 401 East Chapman Avenue Placentia, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kelli Jiz de <i>Kelli Jimde Ortega</i>

Forming a part of

Policy Number: CBP8216062	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: CENTURY PAVING INC H RAY JARVIS AN INDIVIDUAL REFER TO NAMED INSURED SCHEDULE	Agent: THOITS INSURANCE SERVICE INC Agent Code: 4295663 Agent Phone: (650)-934-0300

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional Insured and included in the "products-completed operations hazard".

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Placentia, its elected and appointed officers, officials, employees and agents

RE: Contract/Agreement

Location And Description Of Completed Operations:

ANY LOCATION AT WHICH YOU PERFORMED WORK DESCRIBED IN WRITING IN THE CONTRACT, AGREEMENT OR PERMIT FOR A PERSON OR ORGANIZATION THAT HAS BEEN QUALIFIED AS AN ADDITIONAL INSURED IN THIS ENDORSEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Forming a part of

Policy Number: CBP8216062	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: CENTURY PAVING INC H RAY JARVIS AN INDIVIDUAL REFER TO NAMED INSURED SCHEDULE	Agent: THOITS INSURANCE SERVICE INC Agent Code: 4295663 Agent Phone: (408)-792-5400

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY TO PROVIDE INSURANCE SUCH AS IS AFFORDED UNDER THIS COVERAGE PACT.	
The City of Placentia, its elected and appointed officers, officials, employees and agents	
RE: Contract/Agreement	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

INSURED: Century Paving, Inc
POLICY #: CBP8216062

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS.

"Additional Insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies

- a. As if each Named Insured were the only Named Insured and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

Insured: Century Paving, Inc.
Policy #CBP8216062

Paragraph 6 is replaced with the following

- 6 Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident

The Fire Damage Limit provided by this policy shall be the greater of

- a \$500,000 or
- b. The amount shown in the Declarations

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a.is replaced with.

2 Duties in The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1) b) That is Fire, Explosion or Spnnkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

→ 8. Transfer of Rights Of Recovery Against Others To Us

- a If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Insured: Century Paving, Inc.
Policy #CBP8216062

- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10 and Item 11 are added.

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V. DEFINITIONS

The following definitions are added or changed

9 "Insured contract"

a. *Is changed to:*

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of
 - a. Your ongoing operations performed for that person or organization, or
 - b. Premises or facilities owned or used by you

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/3/2010 Policy No. 760000455101

Endorsement No.

Insured CENTURY PAVING, INC.

Premium \$ INCL.

Insurance Company EVEREST NATIONAL INSURANCE COMPANY

Countersigned By

M. Leberg-Elis

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

COMMENTS/REMARKS

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

THOITS INSURANCE SERVICE, INC.
CA LICENSE #0243213
160 WEST SANTA CLARA STREET, 12TH FLOOR
SAN JOSE, CA 95113
TELEPHONE: (408) 792-5400



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 20, 2011

SUBJECT: **RATIFICATION OF CHANGE ORDER TO CJ CONSTRUCTION, INC., FOR CONSTRUCTION OF BUS PAD - NORTHBOUND KRAEMER BOULEVARD AT CHAPMAN AVENUE PROJECT**

FISCAL
IMPACT: EXPENSE: \$9,500.00
OFFSETTING REVENUE: \$9,500.00 AB2766
BUDGETED: \$9,500.00 (ACCOUNT NO.:333552-6185 J/L 61058)

SUMMARY:

On July 19, 2011, the City Council awarded a contract to CJ Construction, Inc., for construction of a bus pad at the northeast corner of Kraemer Boulevard and Chapman Avenue. Soil conditions encountered during excavation required additional stabilization treatments in order to achieve satisfactory compaction and to safely continue with the construction. The cost of these necessary treatments exceeded the 20% contingency set aside for such issues. This action will ratify a change order to CJ Construction Inc. in the amount of \$9,500.00 for additional excavation work and soil stabilization treatments necessary to complete the project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a contract change order to CJ Construction, Inc., in the amount of \$9,500.00 for the Bus Pad at Northbound Kraemer Blvd. at Chapman Avenue, for a total contract amount to CJ Construction, Inc., of \$32,450.00.

DISCUSSION:

The bus stop on the northeast corner of Kraemer Boulevard and Chapman Avenue is heavily used for Bus Route 129. The frequent stops each day and the weight of buses has created failures in the street, curbs, and gutters at this location. The project provides a concrete pad to preserve the roadway and replaces damaged curb and gutter areas.

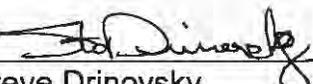
Upon excavation of the work area, expansive and problematic soils were encountered. In order to achieve required compaction levels, installation of geogrid fabric and 12" of additional base material was needed.

This change order required the contractor to remove an additional twelve inches of soil and install a geogrid fabric layer and to install an additional twelve inches of base material to accomplish adequate sub-surface compaction. As a result of the roadway already being excavated, the City Administrator preliminarily approved the change order to best protect public safety by continuing the work, eliminating the open trench hazard, and reopening traffic lanes in a timely manner.

FISCAL IMPACT:

This project is budgeted in the Fiscal Year 2011-12 Capital Improvement Program. The change order will use existing funds already budgeted for the project.

Prepared by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, CMAA/CM
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: POLICE CHIEF
DATE: SEPTEMBER 20, 2011
SUBJECT: **FISCAL YEAR 2011-12 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF GRANT) – APPROVAL OF FUTURE EXPENDITURE PLAN**

FISCAL
IMPACT: EXPENSE: \$ 100,000.00
 OFFSETTING REVENUE: \$ 100,000.00
 BUDGETED: \$ 0.00
 UNBUDGETED: \$ 100,000.00

SUMMARY:

The Fiscal Year 2011-12 State Budget included funding to continue the Citizens' Option for Public Safety Programs, referred to as the "COPS" grant. These funds are designed to supplement front-line law enforcement. This action will approve an expenditure plan for the use of these funds.

RECOMMENDATION:

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

1. Open the hearing, receive public testimony, close public hearing, and
2. Adopt Resolution R-2011-___, a Resolution of the City of Placentia, California, approving the Recommended Expenditure Plan for the Supplemental Law Enforcement Services Fund.

DISCUSSION:

Assembly Bill 3229, Chapter 134, Statue of 1996, established the Citizen's Option for Public Safety (COPS) Program. This program allows eligible cities, to receive a proportionate share of COPS funds appropriated by the State, for the exclusive purpose of funding "front line municipal police services." The proportionate shares are based on population estimates determined by the California Department of Finance. This year's allocation has not been determined; however last year the City received \$100,000.

The law requires, "In cases of a City, the City Council shall appropriate existing and anticipated monies exclusively to fund front line municipal police services, in accordance with written requests submitted by the Chief of Police of that city or the Chief Administrator of the law

2a

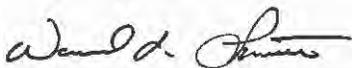
September 20, 2011

enforcement agency which provides the services for that city." As in the past, the City will use its SLESF funds to cover .75 of one (1) police officer position.

FISCAL IMPACT:

It is anticipated that the City will receive approximately \$100,000.00 (positive). Approval will establish a SLESF account for future disbursement of grant funds.

Prepared by:



Ward L. Smith
Deputy Chief

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved (Department Head):



R. A. Hicks
Chief of Police

Attachments:

Resolution No. R-2011-
Supplemental Law Enforcement Oversight Committee General Description of Planned
Expenditures Fiscal Year 2011 /12

RESOLUTION NO. R-2011-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PLACENTIA, CALIFORNIA, APPROVING THE
RECOMMENDED EXPENDITURE PLAN FOR THE
SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND**

A. Recitals.

(i) The State of California allocates Supplemental Law Enforcement Services Funds (SLESF) to local law enforcement agencies for front line law enforcement services; and,

(ii) The City of Placentia receives an annual allocation of \$100,000 for personnel, equipment, or programs to support frontline law enforcement services; and,

(iii) The Supplemental Law Enforcement Services Fund may not be used to supplant any other existing funding; and,

(iv) The Orange County Supplemental Law Enforcement Oversight Committee is responsible for reviewing and approving proposed and actual SLESF expenditures for all local agencies in the County of Orange; and,

(v) The City Council shall appropriate anticipated money exclusively to frontline municipal police services, in accordance with written requests submitted by the Chief of Police

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placentia does hereby declare that:

1. The City Council of the City of Placentia, California finds that the above recitals are true and correct.

2. The City Council hereby approves the allocation of the Supplemental Law Enforcement Services Fund for personnel costs and supplies for one (1) Police Officer position.

3. The City Council hereby authorizes the City Administrator and/or his designee to sign and execute all documents the State of California or the County of Orange may require for the receipt and expenditure of these Funds.

PASSED and ADOPTED this 20th day of September, 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 20th day of September 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: CHIEF OF POLICE
DATE: SEPTEMBER 20, 2011
SUBJECT: **APPROVAL OF THE PURCHASE OF A MOBILE COMMAND VEHICLE**

FISCAL

IMPACT: EXPENSE: \$ 64,819.44 (Fiscal Year 2011-12)
OFFSETTING REVENUE: \$ 0
BUDGETED: \$ 65,000 ACCOUNT NO.: 333558-6842/61106)
TOTAL EXPENDITURE
OVER 48 MONTH TERM: \$ 259,277.76

SUMMARY:

The City does not have an mobile Emergency Command Vehicle (MCV) to be utilized as an alternate Emergency Operations Center (EOC) in the event of a natural or manmade disaster and as a Mobile Command Post (MCP) during critical incidents and special events. An MCV is a self-supporting command center built on a recreational vehicle platform of a determined length and powered by a diesel engine. The purchase of the MCV will be through a municipal lease program employing Community Facilities District Funds (CFD).

RECOMMENDATION:

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

1. Approve acquisition of the MCV from Meridian Specialty Vehicles in an amount not to exceed \$242,000 (plus interest over 48 months= \$259,277.76), and
2. Approve a 48 month term lease through Municipal Leasing Consultants (MLC) from the lowest bid received with desired terms, Pinnacle Public, in the amount of \$5,401.62 per month (based on an interest rate of 3.57%) in a form acceptable to the City Attorney, and
3. Authorize the City Administrator to execute all documents necessary to effectuate this action.

4a
September 20, 2011

DISCUSSION:

In the event of a natural or manmade disaster, the possibility exists, City Hall and the primary Emergency Operations Center (EOC) will be rendered uninhabitable, preventing City government from conducting emergency operations and providing aid to residents. Seismologists have predicted the Southern California area has the potential to have a large scale earthquake with devastating effects. Equally, Homeland Security has become an ever increasing issue with the potential for terrorist attacks, including the heavily traversed rail lines as high targets. If City Hall were to be damaged or rendered unusable following a natural disaster or other catastrophe, City Staff would be forced to relocate to the City's Corporation Yard, which serves as the alternate EOC, or another City facility. Unfortunately, there is no guarantee any of these facilities will be usable. Many cities have moved away from a fixed EOC to a Mobile Command Post that can be moved anywhere. Currently, the City must request to borrow the City of La Palma's Mobile Command Post, also known as MCV, for special events and is subject to its availability. On at least two previous requests, La Palma's MCV has been unavailable for City use.

An MCV is a self-supporting command center built on a recreational vehicle platform of a determined length and powered by a diesel engine. The vehicle is configured to City specifications and provides multiple workstations with IT capabilities, conference room, televisions, satellite, phone, radio, and computer communications along with a galley, generator, AC/Heat, lighting, restroom, and other amenities for long term operations. Meridian Specialty Vehicles specializes in refurbishing used low mileage MCVs and building them to their clients' unique specifications at nearly a third of the cost of purchasing an equivalent new vehicle.

The acquisition of an MCV will equip the City with a mobile command center capable of being driven and set up where necessary. City will be able to activate an EOC from the MCV if the primary EOC located in City Hall becomes not viable for operations. Additionally, North County SWAT will have a mobile command post for critical incidents such as barricaded suspects, including hostage negotiations. Further, the City will use the MCV as a command post for special events, such as the Heritage Parade. Finally, the MCV will also serve as an alternate Police Communications Center in the event the police department's dispatch console becomes inoperable. The MCV will provide a means for long term and efficient operations of City services.

Meridian Specialty Vehicles would be awarded the contract based on the exclusivity of their product. MLC is a municipal leasing broker which works closely with Meridian and provides multiple quotes from leasing corporations. At the end of the municipal lease, the City will own the MCV. See attachments for further information on Meridian and MLC.

FISCAL IMPACT:

The purchase price of the MCV is \$242,000. The purchase price includes \$209,000 for the MCV plus an additional approximate \$33,000 for the purchase and installation of a light/camera mast to the roof of the MCV (See attached quote sheet from Meridian Specialty Vehicles). The light/camera mast will provide optimum exterior lighting and video surveillance capabilities during critical incidents and special events. The City will utilize a municipal lease program to purchase the MCV through installment payments based on an established term (48 months) and prevailing interest rates at time of purchase. MLC provided financing quotes from three reputable leasing corporations, Pinnacle Public, Zions Public, and Baystone Financial. Pinnacle Public and Zions Public offered the same rate, however, Pinnacle Public offered monthly payments and Zions Public offered quarterly payments. Baystone Financial offered a "Pass" (no bid). The proposed interest rate is 3.57%.

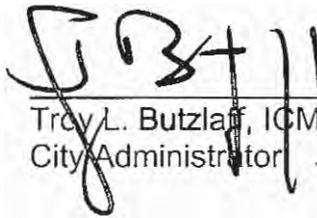
The monthly financial impact to the City, subject to the final agreed upon purchase price and the prevailing interest rate, will be approximately \$5,401.62 per month for 48 months, resulting in a total purchase price, including interest, at the end of the term of \$259,277.76. This project was included in the current year Capital Improvement Plan.

Prepared by:



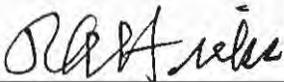
Eric Point, Lieutenant
Administrative Services

Reviewed and approved:



Troy L. Butzlar, ICMA-CM
City Administrator

Reviewed and approved (Department Head):



R.A. Hicks
Chief of Police

Attachments: Meridian Specialty Vehicles' quote sheet and vehicle specifications;
Municipal Leasing Consultants' quote sheet and specifications.



MERIDIAN SPECIALTY VEHICLES

1627 W. Main. Ste. 276
BOZEMAN, MT 59715

Quotation

5/17/2011	CA01122011
Rep	Validity of Bid
DR	30 Days

Placentia Police Department
Eric Point, Lieutenant
Administrative Service Commander
401 E. Chapman Avenue
Placentia, CA, 92870

Description	Qty	Total
2000 International/Morgan Olsen 35-foot (extends to 38-foot) 24,000 Miles New paint (per PPD spec) International DT466T diesel engine Allison Automatic Transmission Front and rear curb-side entry doors (2) Slide-outs (One forward side/One rear) 20KW Generator New Inverter/Chargers (3) 15,000 BTU AC Units LP Forced air heat Galley (Small refrigerator, microwave, sink, coffee maker) Conference / negotiation room Maximum workstations and electronics racks per specification LED warning lights, scene lighting and siren package Graphics package (striping/ lettering) Awning Interior built new to PPD specifications (3) Flat-screen LCD television monitors (2) Franklin digital wall clocks A/V package to include 4x4 Component video switch and (2) DishNetwork satellite television receivers (requires programming contract) Networked color printer/fax/copier Motosat G75 satellite antenna, modem, IT, cabling, switch, WAP KVH RS4 satellite television antenna (1) Light Tower (CommandLight SL-443-RT 4X350 watt 115/230 Volt 1500 Watt) 1-year/ 5,000 mile "Zero-deductible" drivetrain warranty Includes delivery to Placentia, CA and one day training 26'-32' telescoping mast with single pelco camera system Satellite internet, telephone and television require subscription Longer vehicle warranties available Approximate delivery 150-180 days after purchase order acceptance Note: Mileage noted is FOB Bozeman, MT. Actual mileage will increase during delivery	1	242,000.00
Total		\$242,000.00

Acceptance Signature _____

Phone # (888)582-1406

Fax # (406)586-2963

info@meridiansv.com

www.meridiansv.com



Municipal Leasing Consultants
7 Old Town Lane
Grand Isle, VT 05458
Tel (802) 372-8435
Fax (802) 372-4775
www.PowerOfLeasing.com

August 2, 2011

Eric Point, Lieutenant
Administrative Service Commander
Placentia Police Department
401 E. Chapman Avenue
Placentia, CA 92870

Dear Lt. Point:

Municipal Leasing Consultants, an independent woman-owned business, is pleased to present the following proposal to lease certain capital equipment pursuant to the following terms and conditions:

LESSOR: Municipal Leasing Consultants, its Agents or Assignee

LESSEE: City of Placentia, CA

EQUIPMENT: One (1) 2000 Mobile Command Vehicle

EQUIPMENT COST: \$240,000.00

PAYMENT STRUCTURES: **Tax-Exempt Lease Purchase**
Four (4) Years – in Advance
Forty eight (48) Monthly Payments of \$5,401.62
First payment due upon acceptance and Monthly thereafter
(i.e., \$240,000.00 x .022321 = \$5,401.62)

RATE: **3.57%**

Tax-Exempt Lease Purchase
Four (4) Years – in Advance
Sixteen (16) Quarterly Payments of \$16,153.73
First payment due upon acceptance and Quarterly thereafter
(i.e., \$240,000.00 x .066751 = \$16,153.73)

RATE: **3.57%**

The preceding costs are estimates and thus, the payment amount would be changed in proportion to the actual cost. The Vendor(s) will be paid upon the Lessee's authorization and the execution of mutually acceptable documentation.

THE ABOVE QUOTES ARE FIXED FROM AUGUST 2, 2011 UNTIL SEPTEMBER 2, 2011 AFTER WHICH TIME THE RATE WILL FLOAT UNTIL FUNDING AND WILL BE BASED ON THE LIKE TERM SWAP RATE.

EQUIPMENT ACCEPTANCE DATE:

This proposal is based upon both the assumption and the condition that any and all equipment will be delivered to and accepted by Lessee prior to August 2, 2012.



Municipal Leasing Consultants
7 Old Town Lane
Grand Isle, VT 05458
Tel (802) 372-8435
Fax (802) 372-4775
www.PowerOfLeasing.com

08-05-2011

Eric Point, Lieutenant
Administrative Service Commander
Placentia Police Dept.
401 E. Chapman Ave.
Placentia, CA 92870

Dear Eric:

Per your request, the following is a clarification of the bid results obtained on the City's behalf for the Lease/Purchase of One (1) 2000 Mobile Command Vehicle in the amount of \$240,000.00.

Bidder #1-Pinnacle Public: Offered Monthly payments in Advance with a rate of 3.57%* (See Proposal)

Bidder#2-Zions Public: Offered Quarterly payments in Advance with a rate of 3.57%* (See Proposal)

Bidder#3 – Baystone Financial: Offered a “Pass”, no bid, as the vehicle was too old.

Thank you for allowing us the opportunity to present these bids.

J. R. Longo

Joe Longo
Business Mgr

* (NOTE-These Planning numbers are based upon financing being provided by Lessor and should not be construed nor relied upon as a commitment. Such a commitment is subject to formal credit review, approval, and the execution of mutually acceptable documentation. The contract, and not the proposal, will set forth the agreement between the parties.)

OPTION AT LEASE EXPIRATION:

At the lease expiration, the Lessee shall have the right to purchase the equipment for One dollar (\$1.00), assuming the lease is not in default and all terms and conditions of the lease have been met.

NET LEASE:

This lease will be a net lease transaction with maintenance, acceptable insurance coverage, taxes and any legal fees the responsibility of the Lessee.

LEASE AMORTIZATION SCHEDULE:

Amortization schedules with separate principal and interest cost breakdown will be provided with the final documentation.

WARRANTIES:

Lessor is bidding only as to the provision of lease purchase financing for the purchase cost of the equipment and will have no responsibility to the Lessee or any other person for the selection, furnishing, delivery, servicing or maintaining of the equipment. All equipment manufacturer or vendor warranties will be passed to the Lessee under the agreement.

NON-APPROPRIATION:

The lease payments shall be subject to annual appropriation for each fiscal year.

BANK OR NON-BANK QUALIFICATION:

Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2011 **will not** exceed ten million (\$10,000,000.00) dollars.

FINANCIAL STATEMENTS:

If applicable, Lessee shall furnish Lessor with its financial statement for the last three (3) fiscal years and its current year fiscal budget.

AUTHORIZED SIGNORS:

The Lessee's governing board shall provide MLC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION:

The Lessee's counsel shall furnish MLC with an opinion covering this transaction and the documents used herein.

REIMBURSEMENT:

If Lessee intends to be reimbursed for any equipment cost associated with this agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.

DOCUMENTATION:

All documentation will be provided by Lessor, its Agents or Assignee, and must be satisfactory to all parties concerned.

ESCROW FUNDING:

If applicable, an interest bearing escrow account will be established to make disbursements. This account has a \$250.00 - \$500.00 fee and can be taken out of the interest earnings. Interest earnings will accrue to the benefit of the Lessee. The interest rate on the temporary investment is estimated to be 1%.

PREPAYMENT OPTION:

The Lessee will have the option to prepay on any payment date for 2% of the remaining balance.

BASIS OF PROPOSAL:

This proposal is based upon financing being provided by Lessor and should not be construed nor relied upon as a commitment. Such a commitment is subject to formal credit review, approval and execution of mutually acceptable documentation. The contract, and not the proposal, will set forth the agreement between the parties.

We appreciate the opportunity to provide this proposal and look forward to working with you in the future. If the foregoing meets with the City's approval, please sign the acceptance below and return it with the \$550 documentation fee. Failure to consummate this transaction once credit approval is granted will result in the documentation fee being assessed to the City. Upon receipt of the above, formal credit approval will be pursued.

If you have any questions or would like further information, please do not hesitate to call me at 802.372.8435.

The foregoing is acknowledged and accepted as of the _____ day of _____, _____.

City of Placentia, CA

By: _____

Title: _____

Sincerely,

Robin Gidney

Robin Gidney
Vice President

Attachment:

- ◆ Amortization Schedules

City of Placentia, CA - 4 Years - Monthly in Advance

Compound Period Monthly

Nominal Annual Rate	3.570	%
Effective Annual Rate	3.629	%
Periodic Rate	0.2975	%
Daily Rate	0.00978	%

CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Loan	09/02/2011	242,000.00	1	
2 Payment	09/02/2011	5,401.62	48 Monthly	08/02/2015

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan: 09/02/2011				242,000.00
1 09/02/2011	5,401.62	0.00	5,401.62	236,598.38
2 10/02/2011	5,401.62	703.88	4,697.74	231,900.64
3 11/02/2011	5,401.62	689.90	4,711.72	227,188.92
4 12/02/2011	5,401.62	675.89	4,725.73	222,463.19
2011 Totals	21,606.48	2,069.67	19,536.81	
5 01/02/2012	5,401.62	661.83	4,739.79	217,723.40
6 02/02/2012	5,401.62	647.73	4,753.89	212,969.51
7 03/02/2012	5,401.62	633.58	4,768.04	208,201.47
8 04/02/2012	5,401.62	619.40	4,782.22	203,419.25
9 05/02/2012	5,401.62	605.17	4,796.45	198,622.80
10 06/02/2012	5,401.62	590.90	4,810.72	193,812.08
11 07/02/2012	5,401.62	576.59	4,825.03	188,987.05
12 08/02/2012	5,401.62	562.24	4,839.38	184,147.67
13 09/02/2012	5,401.62	547.84	4,853.78	179,293.89
14 10/02/2012	5,401.62	533.40	4,868.22	174,425.67
15 11/02/2012	5,401.62	518.92	4,882.70	169,542.97
16 12/02/2012	5,401.62	504.39	4,897.23	164,645.74
2012 Totals	64,819.44	7,001.99	57,817.45	
17 01/02/2013	5,401.62	489.82	4,911.80	159,733.94
18 02/02/2013	5,401.62	475.21	4,926.41	154,807.53
19 03/02/2013	5,401.62	460.55	4,941.07	149,866.46
20 04/02/2013	5,401.62	445.85	4,955.77	144,910.69
21 05/02/2013	5,401.62	431.11	4,970.51	139,940.18
22 06/02/2013	5,401.62	416.32	4,985.30	134,954.88
23 07/02/2013	5,401.62	401.49	5,000.13	129,954.75
24 08/02/2013	5,401.62	386.62	5,015.00	124,939.75
25 09/02/2013	5,401.62	371.70	5,029.92	119,909.83
26 10/02/2013	5,401.62	356.73	5,044.89	114,864.94
27 11/02/2013	5,401.62	341.72	5,059.90	109,805.04
28 12/02/2013	5,401.62	326.67	5,074.95	104,730.09

City of Placentia, CA - 4 Years - Monthly in Advance

Date	Payment	Interest	Principal	Balance
2013 Totals	64,819.44	4,903.79	59,915.65	
29 01/02/2014	5,401.62	311.57	5,090.05	99,640.04
30 02/02/2014	5,401.62	296.43	5,105.19	94,534.85
31 03/02/2014	5,401.62	281.24	5,120.38	89,414.47
32 04/02/2014	5,401.62	266.01	5,135.61	84,278.86
33 05/02/2014	5,401.62	250.73	5,150.89	79,127.97
34 06/02/2014	5,401.62	235.41	5,166.21	73,961.76
35 07/02/2014	5,401.62	220.04	5,181.58	68,780.18
36 08/02/2014	5,401.62	204.62	5,197.00	63,583.18
37 09/02/2014	5,401.62	189.16	5,212.46	58,370.72
38 10/02/2014	5,401.62	173.65	5,227.97	53,142.75
39 11/02/2014	5,401.62	158.10	5,243.52	47,899.23
40 12/02/2014	5,401.62	142.50	5,259.12	42,640.11
2014 Totals	64,819.44	2,729.46	62,089.98	
41 01/02/2015	5,401.62	126.85	5,274.77	37,365.34
42 02/02/2015	5,401.62	111.16	5,290.46	32,074.88
43 03/02/2015	5,401.62	95.42	5,306.20	26,768.68
44 04/02/2015	5,401.62	79.64	5,321.98	21,446.70
45 05/02/2015	5,401.62	63.80	5,337.82	16,108.88
46 06/02/2015	5,401.62	47.92	5,353.70	10,755.18
47 07/02/2015	5,401.62	32.00	5,369.62	5,385.56
48 08/02/2015	5,401.62	16.06	5,385.56	0.00
2015 Totals	43,212.96	572.85	42,640.11	
Grano Totals	259,277.76	17,277.76	242,000.00	

City of Placentia, CA - 4 Years - Quarterly in Advance

Compound Period Quarterly

Nominal Annual Rate 3.570 %
 Effective Annual Rate 3.618 %
 Periodic Rate 0.8925 %
 Daily Rate 0.00978 %

CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	09/02/2011	242,000.00	1		
2 Payment	09/02/2011	16,153.73	16	Quarterly	06/02/2015

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	09/02/2011				242,000.00
1	09/02/2011	16,153.73	0.00	16,153.73	225,846.27
2	12/02/2011	16,153.73	2,015.68	14,138.05	211,708.22
2011 Totals		32,307.46	2,015.68	30,291.78	
3	03/02/2012	16,153.73	1,889.50	14,264.23	197,443.99
4	06/02/2012	16,153.73	1,762.19	14,391.54	183,052.45
5	09/02/2012	16,153.73	1,633.74	14,519.99	168,532.46
6	12/02/2012	16,153.73	1,504.15	14,649.58	153,882.88
2012 Totals		64,614.92	6,789.58	57,825.34	
7	03/02/2013	16,153.73	1,373.40	14,780.33	139,102.55
8	06/02/2013	16,153.73	1,241.49	14,912.24	124,190.31
9	09/02/2013	16,153.73	1,108.40	15,045.33	109,144.98
10	12/02/2013	16,153.73	974.12	15,179.61	93,965.37
2013 Totals		64,614.92	4,697.41	59,917.51	
11	03/02/2014	16,153.73	838.64	15,315.09	78,650.28
12	06/02/2014	16,153.73	701.95	15,451.78	63,198.50
13	09/02/2014	16,153.73	564.05	15,589.68	47,608.82
14	12/02/2014	16,153.73	424.91	15,728.82	31,880.00
2014 Totals		64,614.92	2,529.55	62,085.37	
15	03/02/2015	16,153.73	284.53	15,869.20	16,010.80
16	06/02/2015	16,153.73	142.93	16,010.80	0.00
2015 Totals		32,307.46	427.46	31,880.00	
Grand Totals		258,459.68	16,459.68	242,000.00	

City of Placentia, CA - 4 Years - Quarterly in Advance

Last interest amount increased by 0.03 due to rounding



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY CLERK

DATE: SEPTEMBER 20, 2011

SUBJECT: **ESTABLISHING A PROCEDURE FOR SETTING THE DATE, TIME AND LOCATION OF CITY COMMITTEE MEETINGS**

FISCAL

IMPACT: N/A

SUMMARY:

The City Council has established the following Committees: Advisory Committee on the Disabled, Finance and Investment Committee, Financial Audit Oversight Committee, Heritage Committee, Historical Committee, Senior Advisory Committee and the Veterans Advisory Committee. Historically, the Committees' regular meeting dates, times and locations have been set by action of the Committees. This action will establish a procedure, as determined by the City Council, for setting the date, time, and location of City Committee meetings.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2011-___, A Resolution of the City Council of the City of Placentia, establishing a procedure for setting the date, time and location of meetings of City Committees.

DISCUSSION:

The proposed Resolution allows City Council to set forth a procedure allowing Committees to establish dates, times or locations for regular meetings. Committees may discuss or consider any change to the date, time or location of their regular meetings during a set Committee regular meeting. If the Committee desires to change the date, time or location for their regular meetings, the Chairperson must direct the Staff Liaison to submit a written request to the City Council for their consideration at the next available meeting. Based on the recommendations of the respective Committee and staff, the City Council, may authorize the change to the date, time or location of the Committee meetings.

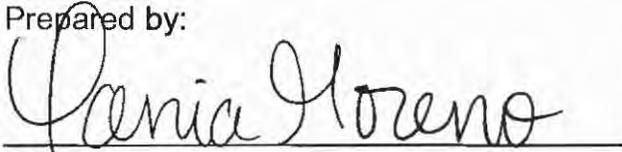
4b

September 20, 2011

FISCAL IMPACT:

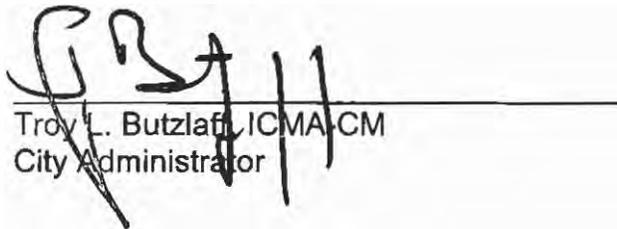
None

Prepared by:



Tania Moreno
Deputy City Clerk

Reviewed and approved:



Troy L. Butzlaff, ICMA/CM
City Administrator

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services/
Community Services

Attachments:

Resolution R-2011-__

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ESTABLISHING A PROCEDURE FOR SETTING THE DATE, TIME AND LOCATION OF MEETINGS OF CITY COMMITTEES.

A. Recitals.

(i). The City Council heretofore has established the following committees: Advisory Committee on the Disabled, Finance and Investment Committee, Financial Audit Oversight Committee, Heritage Committee, Historical Committee, Senior Advisory Committee and the Veterans Advisory Committee ("Committee(s)").

(ii). The meeting dates, times and location of regular meetings of said Committees have been set, over time, by action of the Committees.

(iii). The City Council desires to set forth a procedure whereby the Committees may establish new dates, times or locations for regular meetings thereof.

(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. In the event any of the Committees elects to set forth new times, dates or locations for regular meetings, the same shall occur in accordance with the following procedure.

3. The Committee shall consider any alteration to the date, time or locations of its regular meetings at a regular meeting where the issue has been placed on the agenda for discussion and consideration.

4. Upon determining a preference for a different date, time or location for regular meetings of said Committee, the Chair shall direct the staff liaison to prepare a request for approval thereof to be submitted to the City Council for consideration at the next available meeting.

5. The City Council shall consider the request of the Committee and consider if the same comports with the needs of the City with regards to staffing, availability to the public and similar concerns and may approve, by minute action, such request.

6. Upon final determination of the City Council, the Mayor shall direct notice to the Committee, through the Chair thereof, indicating whether the request was approved, conditionally approved or denied, setting forth the basis for approval, conditional approval or denial.

7. Upon receipt of notification of the City Council's action, the Committee, at its next regular or adjourned regular meeting, shall take action to establish the changed date, time or location, as the case may be, and the same shall be reported in the minutes of the Committee.

PASSED, ADOPTED AND APPROVED this 20th day of September, 2011.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted

at a regular meeting of the City Council of the City of Placentia, held on the 20th day of September, 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: ASSISTANT CITY ADMINISTRATOR
DATE: SEPTEMBER 20, 2011
SUBJECT: **INTRODUCTION AND FIRST READING OF AN ORDINANCE TRANSFERRING INSPECTION AND ENFORCEMENT RESPONSIBILITY PURSUANT TO THE MOBILEHOME PARKS ACT AND SPECIAL OCCUPANCY PARKS ACT FROM THE CITY OF PLACENTIA TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

FISCAL
IMPACT: NOMINAL SAVINGS IF APPROVED

SUMMARY:

Based on an approved action by the City Council in 1961, the City has responsibility for limited inspection and enforcement under the Mobilehome Parks Act and Special Occupancy Parks Act for the four (4) mobilehome parks located in the City. The inspection and enforcement responsibility is for exterior items, accessory buildings and a health and safety inspection of the entire park. While the City does receive a nominal fee, the expertise in such inspections and enforcement actions remains with the California Department of Housing and Community Development (HCD) and residents within such parks would be better served by the State. This action will introduce and conduct a first reading of an ordinance rescinding past City Council action taking on such responsibility and set forth a timeline in which to transfer all such responsibility back to the State.

RECOMMENDATION:

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

1. Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2011-___, **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING NOTIFICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE CANCELATION OF ENFORCEMENT RESPONSIBILITY PURSUANT TO THE CALIFORNIA MOBILEHOME PARKS ACT AND THE CALIFORNIA SPECIAL OCCUPANCY PARKS ACT.**

DISCUSSION:

On September 25, 1961, the City Administrator transmitted a letter to the State Division of Housing informing them that the City Council took action on September 19, 1961 to notify the State that the City would assume responsibility for the enforcement of pertinent portions of the State Housing Act related to mobilehomes and mobilehome parks. Since that notification, the City has held enforcement and inspection responsibility for the four (4) mobilehome parks within the City.

4c

September 20, 2011

Transfer of Enforcement and Inspection Responsibility Related to Mobilehome Parks

SEPTEMBER 20, 2011

Page 2 of 3

While the Mobilehome Parks Act (Act) has been amended from time to time, the intent of the Act and the current enforcement responsibility of the City is to enter and inspect at least five percent (5%) of the parks on an annual basis. Prior to the current responsibility being enacted in 2000, the mobilehome parks were to be inspected initially and then possibly once every five to seven years. For Placentia, the current enforcement responsibility requires that one park per year be inspected. The inspection includes the park common facilities, such as lighting, roads, the clubhouse, utilities, and other common facilities for which the park management is responsible, as well as the individual home site spaces, including the outside of the homes and accessory structures for which the homeowner is responsible. The City does not inspect the inside of mobilehomes; that responsibility is currently the domain of HCD.

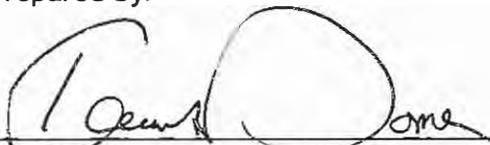
The issue of annual inspections was brought to light during a meeting with owners of mobilehome parks in Placentia. A search of City records did not reveal any enabling ordinance assuming authority for such inspections (as is required by State law now); however, through discussions with HCD it was made known of the City Council's 1961 minute action. While the City does perform inspections of park common facilities, the outsides of homes and accessory structures in which the homeowner is responsible, no whole park inspection has been performed in several years. During this time, no complaints were received by the City or HCD. While a lack of complaints does not excuse the City's lack of follow-through on enforcing the Act, it may also reflect that during normal mobilehome inspections in which the City is responsible, and which occur several times a year in each park, no specific need for a whole park inspection was discovered. Further, it is not known whether responsible Staff were notified of the changes to the program enacted in the year 2000. Regardless, the City lacks specific expertise to conduct the required inspections based on the priority handling of our normal inspection requests. To provide the required level of inspection would necessitate a contract with an outside inspection service to fulfill this responsibility. Given these issues, the State HCD is better situated to perform the inspections.

Based on discussion with Staff, mobilehome park owners and the State HCD, it is determined that the annual inspection and exterior inspections are best handled by the State HCD. This provides the residents and ownership the expertise required for such inspections and reduces the City's liability and requirements for such inspections. The attached ordinance sets forth a timeline to transition over all inspections to the State by January 2012.

FISCAL IMPACT:

Minimal savings due to limited revenue generated and increasing expenses related to inspections and enforcement of State law.

Prepared by:



Ken Damer, Assistant City Administrator
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Ordinance O-2011-____
1961 Letter to HCD and Letter from HCD

ORDINANCE NO.0-2011-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING NOTIFICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE CANCELATION OF ENFORCEMENT RESPONSIBILITY PURSUANT TO THE CALIFORNIA MOBILEHOME PARKS ACT AND THE CALIFORNIA SPECIAL OCCUPANCY PARKS ACT.

City Attorney's Summary

This Ordinance directs City staff to notify the California Department of Housing and Community Development of the City of Placentia's intent to cancel assumption responsibility for enforcement of the California Mobilehome Parks Act and the California Special Occupancy Parks Act. This Ordinance shall return responsibility for inspections and enforcement to the California Department of Housing and Community Development.

A. Recitals.

(i). Heretofore, the City of Placentia assumed responsibility for inspections, enforcement and related obligations pertaining to mobilehome parks within the community.

(ii). The City Council has determined that inspection, enforcement and related obligations pertaining to mobilehome parks within the community can be better administered by the State agency designated for such purposes.

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

B. Ordinance.

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

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

Section 2. Pursuant to §§ 18300(e) and 18865(e) of the California Health and Safety Code and § 1006 of the California Code of Regulations, Title 25, Division 1, Chapter 2, the City of Placentia does hereby provide notification to the California Department of Housing and Community Development of its intent to cancel its assumption of responsibility for enforcement of the Mobilehome Parks Act (California Health and Safety Code § 18200, et seq.) and the Special Occupancy Parks Act (California Health and Safety Code § 18860, et seq.).

Section 3. The Mayor hereby is authorized and directed to sign this written notice of cancellation on behalf of the City of Placentia.

Section 4. The City Clerk hereby is authorized and directed to transmit a certified copy of this Ordinance to the administrative office of the Department of Housing and Community Development, Mobilehome Parks Program.

Section 5. Provided the applicable provisions for cancellation of responsibility, contained in the Mobilehome Parks Act and the Special Occupancy Parks Act have been met, this Ordinance shall become effective no sooner than 90 days after receipt by the Department of Housing and Community Development.

Section 6. 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 7. 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 as set forth herein.

PASSED and ADOPTED this 4th day of October, 2011.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 20th day of September, 2011 and was finally adopted at a regular meeting held on the 4th day of October, 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

Send to Santa Ana for reply

Mayor
JAMES W. HOOK

City Administrator
CHARLES F. WARREN



Councilmen
ALFRED AGUIRRE
VICTOR J. MICHEL, JR.
ALFONZO G. OROSCO
DONALD E. STEVENS

120 South Bradford Avenue - Placentia, California - LAreview 8-1146

September 25, 1961

Division of Housing
107 South Broadway
Los Angeles, California

Gentlemen:

This is to advise you that the City Council of the City of Placentia at their regular meeting of September 19, took action to instruct this office to notify you that the City of Placentia will assume responsibility for the enforcement of Part II of the State Housing Act pertaining to Mobile Homes and Mobile Home Parks.

Inasmuch as the Health Department of the County of Orange is the enforcing agency for the City of Placentia in all matters pertaining to health and sanitation, said Health Department will take over for us the enforcement of the sanitation provisions of said Part II.

Please find enclosed a certified excerpt of the Council minutes of September 19, whereby this action is authorized by the City Council.

Very truly yours,

Charles F. Warren
Charles F. Warren
City Administrator

CFW:mm
Enc.

no number

adopted Sept. 19, 1961
effective Sept. 19, 1961

**Excerpt from Minutes of Council Meeting of the City
of Placentia, held September 19, 1961.**

**"Councilman Stevens moved, seconded by Councilman
Aguirre, that the enforcement of Assembly Bill
2126 be taken over as noted in the accompanying
letter. Unanimously passed by roll call vote."**

**I, FRANCES J. SHELLEY, City Clerk of the City of Placentia, do hereby certify
that the foregoing motion was introduced and passed at a regular meeting of
the City Council held on September 19, 1961.**

Frances J. Shelley

CITY CLERK OF THE CITY OF PLACENTIA

File

October 24, 1961

Mr. Charles F. Warren
City Administrator
CITY OF PLACENTIA
120 South Bradford Avenue
Placentia, California

Dear Mr. Warren:

Receipt is acknowledged of City Council Resolution adopted September 19, 1961, advising that the City of Placentia assumes enforcement jurisdiction of mobilehome parks within the city, effective September 19, 1961.

Pursuant to Section 16010 of Division 13, Part 2 of the Health and Safety Code, the Division of Housing therefore withdraws from primary enforcement jurisdiction of the mobilehome parks within the city.

It will be necessary, however, that you notify this Division of the name of the agency or agencies delegated enforcement responsibilities covering construction, alteration, maintenance, use and occupancy.

In its primary enforcement responsibility the city assumes enforcement of the Mobilehome Park Act, Division 13, Part 2, of the Health and Safety Code, and the related rules and regulations.

Under separate cover we are forwarding a copy of Division 13, Part 2, Health and Safety Code, and recently adopted applicable provisions of the California Administrative Code, Title 6, Chapter 9, Articles 2, 3, 4 and 5. Printed copies of a publication incorporating the Statutes and these administrative regulations will be available from the State Printing Division, Documents Section, Sacramento 14, after November 1, at a cost per copy of one dollar (\$1).

Mr. Charles F. Warren

-2-

October 24, 1961

The Division of Housing will notify owners and operators of mobilehome parks presently operating under Division permit in your city, with a copy to the designated enforcement agency, that, effective immediately, the City of Placentia has assumed enforcement jurisdiction of mobilehome parks.

Pursuant to Section 18207 of the Health and Safety Code and Section 1482 of the Labor Code, local enforcement agencies shall submit to the Division of Housing a current copy of each Permit to Operate, which is to include or be accompanied by:

- 1) Name and location of mobilehome park
- 2) Name and address of owner
- 3) Total number of lots
- 4) Division of Housing identification number, where available

In the case of the City of Placentia, these copies are to be forwarded to the Santa Ana Area Office, 1619 W. 17th Street, Santa Ana.

Please feel free to contact this Division if you desire additional information or assistance concerning your particular area of jurisdiction.

Very truly yours,

DIVISION OF HOUSING

Lowell Nelson
Chief of Division

LH:BJ
bc: Building Department
Health Department
AS Earl (2)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: SEPTEMBER 20, 2011
SUBJECT: **PURCHASE OF BUSINESS LICENSE SOFTWARE**

FISCAL
IMPACT: EXPENSE: \$43,790
BUDGETED: \$45,000 (ACCOUNT NO.:333523-6899 J/L 30018)

SUMMARY:

The existing Business License System was purchased in September 2004 from Knowles-McNiff. This system has several functional limitations and cannot be integrated into other software systems such as our sales and property tax systems. This action will approve the purchase of a new Business License System from HdL Software, LLC that is fully integratable with other software systems the City uses.

RECOMMENDATION:

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

1. Approve the purchase of a Business License System from HdL Software, LLC, and
2. Authorize the City Administrator to execute a professional service agreement, in a form acceptable to the City Attorney, with HdL Software, LLC in an amount not to exceed \$43,790.

DISCUSSION:

The Finance Department's current Business License System was purchased in September 2004. The system has several functional limitations, making it difficult to find and provide information efficiently to the public and/or City Staff. An example is search capability. The current system is unable to locate a business name or Doing Business As (DBA) based on keyword or business address in one click of a button. This requires a separate search. Furthermore, the processing of licenses, renewals, and delinquencies require a series of steps that are inefficient and Staff has been experiencing system failure when the system is utilized on an extensive duration. The system is also not integratable with several other key software systems the City regularly uses such as our sales tax and property tax systems. Integration of the business license system with these two (2) systems is important because it would inform Staff if a business is under reported on their gross receipts or has not apply for a City business license tax.

Both the sales tax and property tax systems currently use by the City are provided through HdL Software. HdL Software provides software applications for local government which automate and

4d

September 20, 2011

transactions. HdL configurable systems allow the City to continue with our current business practices or to consider best practices which can provide greater control and save time and expense. The Business License Software helps speed up the processing of licenses and reduces delinquencies. Some of the major advantages of purchasing HdL Business License Software include:

- Electronic renewal notification
- Online business license renewal
- Electronic departmental approval of City required permits
- Quick search using keyword
- Ability to identify unlicensed or underreported businesses by linking with Sales Tax data
- Link with the U.S. Postal Services reducing the amount of data entry
- Offsite hosting service

More importantly purchasing HdL's Business License Software will enable the City to seamlessly integrate all three software systems to maximize efficiency. HdL is an established government "partner" for over 20 years. Their staff included former city or county employees who understand the public sector operations and can truly provide the expert analysis, guidance, training, and customer service that government departments like us require.

Section 3.08.070 of the Placentia Municipal Code allows for sole source procurement in situation where there is no acceptable substitute to a product. In order to integrate the business license system with the other software systems, City Staff has determined that it would be appropriate to utilize the sole-source method of procurement.

FISCAL IMPACT:

This project is budgeted in the current year Capital Improvement Program in the amount of \$45,000.

Prepared by:



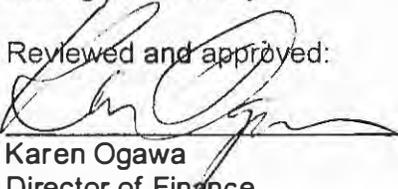
Maggie Le
Management Analyst

Reviewed and approved:



Troy L. Butzlaff, CMA-CM
City Administrator

Reviewed and approved:



Karen Ogawa
Director of Finance

Attachments:

Professional Services Agreement with HdL Software, LLC
Certificate of Insurance

AGREEMENT FOR BUSINESS LICENSE SOFTWARE AND WEB RENEWAL MODULE SERVICES

This agreement is made and entered into as of the ____ day of _____ 2011, by and between the **City of Placentia**, a municipal corporation, hereinafter referred to as **City**, and **HdL Software, LLC**, a California company, hereinafter referred to as **HdL**.

WHEREAS, City desires to enforce its business license ordinance to ensure that all persons and organizations doing business within the City are licensed; and

WHEREAS, HdL possesses proprietary business license software that will assist the City to process business licenses and identify unlicensed businesses;

THEREFORE, it is agreed by City and HdL as follows:

1. SCOPE OF SERVICES

Specific services to be performed by HdL are as described in **Exhibit A**.

2. SCHEDULE OF SERVICES

A Schedule of Services for this project is described in **Exhibit B**.

3. COMPENSATION

City agrees to compensate HdL for services under this Agreement as described in **Exhibit C**.

4. MAINTENANCE AND SUPPORT

- HdL will provide customer support by telephone, email and the web as needed by the City as described in **Exhibit D**.

5. TERM OF AGREEMENT

The term of this Agreement shall commence on the above written date (the "Agreement Date") and shall continue each year thereafter until termination is requested. The process for termination can be found in **Exhibit E**.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions for this Agreement are as described in **Exhibit F**.

7. AFFIDAVIT OF DESTRUCTION

The Affidavit of Destruction for this Agreement is described in **Exhibit G**.

8. NOTICE

All notices required by this Agreement shall be given to the City and to HdL in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

City Troy Butzlaff
 City Administrator
 401 E. Chapman Ave
 Placentia, CA 92870

HdL HdL SOFTWARE, LLC
 1340 Valley Vista Drive, Suite 200
 Diamond Bar, California 91765

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF PLACENTIA

HdL SOFTWARE, LLC

By: _____

By: _____

Robert Gray, President

City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

City Administrator
Troy Butzlaff

EXHIBIT A
SCOPE OF SERVICES

1. City Management Support

HdL will assist the City in evaluating current policies and procedures in order to enhance operational efficiency. This may include suggestions to redesign forms/reports, alter existing text, or implement new processes or adopt new strategies for improving communication with the business community and other City departments. This may also include review of the City's website and suggestions regarding methods of promoting the web renewal service to businesses.

2. Data Conversion

a. HdL will convert the City's existing data.

b. The City agrees to provide its current data in ASCII delimited file format (or another format agreed upon between HdL and the City), along with a file layout detailing the content of the file. This data will be required a minimum of two times during the conversion process. The City understands that the second (and any subsequent) data set must be provided in the same format and layout as the first data set. Any inconsistencies between the first and second data sets will result in a delayed installation date and additional charges for conversion.

3. Implementation

a. HdL's responsibilities

Project manager - HdL will provide a project manager (PM) to guide the software implementation process. The primary responsibility for the HdL PM is to ensure successful and timely completion of each step of the software implementation schedule. The HdL PM will work closely with the City's designated project manager to define the software implementation schedule, identify City needs and configure the software accordingly, validate the data conversion, provide user training, and generally shepherd the City through the software implementation process.

IT support - HdL will provide a dedicated IT staff member to provide IT support during the software implementation process. This individual will provide the necessary instruction and assistance in order to install the software in the City's computing environment, and will provide any needed technical support.

Training - HdL will provide software training as defined in the agreed upon software implementation schedule. This generally consists of two separate training sessions. The size and participants of each training session will be determined by the HdL PM and the City's designated project manager.

HdL will provide the necessary instruction and assistance for the installation of the Business License Web Renewal Module.

HdL will perform the initial configuration of the web renewal module using default values and recommended settings.

HdL will work closely with the City's project manager to review the configuration, and will provide assistance to implement any needed configuration changes.

HdL will provide the current version of the business license application and the business license web renewal module, and any needed updates while the City remains a client for the web renewal module.

HdL will work closely with the City's designated IT contact to install software updates and complete all other IT related implementation steps.

HdL will provide remote training for the business license staff prior to "go live" of the Web Renewal Module. The web module project manager will be trained on how to configure the web module during short, ad-hoc sessions that will occur throughout the implementation. As the "go live" date approaches, a half hour training session will be provided to demonstrate how to review and accept pending web renewals. After "go live" HdL staff is available to answer any questions as part of our standard support.

b. City's responsibilities

Project manager - The City will designate a staff member to serve as the City's project manager (PM). This individual must be intimately involved in the daily business processes which the software will automate, and be empowered to make, or quickly secure from management, decisions required for the implementation of the software. The primary responsibility for the City PM is to ensure that all City responsibilities during the software implementation are met according to the agreed upon software implementation schedule. The City PM will be instrumental in the successful implementation of the software; working closely with the HdL PM to verify data conversion, review and approve reports, establish business rules, and configure all aspects of the software.

The project manager will be instrumental in configuring the business license web renewal module, including:

- Determining which businesses will be eligible for online renewal, using these criteria:
 - Rate type
 - Business status
 - License status
- Determining the text used for email communications to customers
- Determining the text/instruction used for portions of the web renewal website
- Determining which fees will be charged through the web renewal module, what description and direction for the fee will be provided to customers, and whether the fee will be required, assigned, or simply available.
- Testing the web renewal module configuration to ensure proper behavior according to business rules and City ordinances
- Establishing and maintaining a merchant bank account and payment gateway account, and provide the needed payment gateway account information to HdL in order to integrate the payment gateway with the web renewal module (must be completed prior to start of implementation)
- Testing the payment gateway integration to ensure payment processing is fully functional

IT support - The City will designate an IT staff member to work with HdL staff throughout the software implementation process. This individual must be knowledgeable about the City's computing environment and be authorized to manage the SQL Server database and install and configure software on the network server and workstations. The primary responsibility of the City's IT designee is to provide data to HdL for conversion (if required), install the SQL Server database, and install the software in the City's computing environment

This designated IT contact will:

- Install business license application link on workstations
- Register HdL's hosted website with City domain URL and secure SSL Certificate to serve the web renewal module
- Provide link on City's website to the new web renewal module
- Provide proper promotion on the City's website, highlighting the new web renewal website
- Work with HdL to create the top and bottom .html files, which are used to recreate the "look & feel" of the City's website on the web renewal website.

Payment Gateway Provider

It is the City's responsibility to select and establish an account with a provider for merchant account and payment gateway services. The City is responsible for all setup, monthly, transaction, and any other fees required by the selected provider. HdL has selected authorize.net as the preferred provider for payment gateway and merchant account services. The authorize.net solution has proven to be reliable, full featured and cost effective for our clients. If the City wishes to select a different payment gateway, there will be a development cost of \$5,000 to establish the link. If requested by the City, HdL will assess the proposed payment gateway solution and provide an estimate of the development costs.

**EXHIBIT B
 SCHEDULE OF SERVICES**

The default timeline for complete implementation (including "Go Live") of the software is approximately 45 days from the start of implementation. When the Agreement is signed by all parties, HdL will immediately work with the City to establish a specific implementation schedule. The final timeline may range from 14 to 60 days. However, the City understands that this timeline will be conditional upon meeting the requirements of the implementation schedule. A sample implementation schedule is shown below.

Once HdL receives the Agreement signed by all parties, the City will be contacted within one (1) week to review implementation requirements and schedule the start of the implementation. The timeline for implementation (including "go live") of the Web Renewal module depends on the payment gateway selected and the availability of City staff. If a supported payment gateway is chosen and City is able to dedicate staff time to the project, the timeline is as short as three (3) weeks from the start of implementation. If a non-supported gateway is chosen, the payment gateway link will be developed first. This process can take from one to five weeks. When development of the payment gateway link is completed, the standard implementation will be scheduled with the City.

Day	Date	Assigned	Event	Completed
		HdL/Client	Cont act signed & received by HdL	
		HdL	Provide client IT with FTP account information.	
		HdL/Client	Set date to begin implementation schedule.	
		HdL/Client	Receive Client forms, ordinances, fee resolutions, business rules / contact info city staff & IT etc.	
		Client IT	Upload client data and logo to FTP server.	
		HdL/ Client	1 st Process Meeting/Optional	
		HdL / Client	HdLIT & Client IT do preinstall setup	
		HdL	Data conversion programming	
		HdL	Report development	
		HdL	HdL Acc Mgr build tables, fee, messages, etc.	
		HdL	Forms sent to client for approval/edits	
		HdL	HdL Tech & Acc Mgr review 1 st conversion	
		Client	Forms returned to HdL approved or with edits	
		HdL/Client	Any needed form changes	
		HdL	Acc Mgr test conversion/ with forms	
		HdL	1 st conversion data to City for pre-installation	
		HdL / Client	Pre instal training at client with edited forms	
		HdL / Client	Client verify conversion and final forms during pre-install training day	
		HdL /	HdL make final conversion adjustments and form edits	
		Client IT	Client send 2 nd dataset for final conversion	
		HdL	HdL Acc Mgr test final conversion for install	
		HdL / Client	HdL & Client IT install final dataset	
		HdL / Client	HdL at client to assist/train	

**EXHIBIT C
 COMPENSATION**

HdL Prime - Business License	List Price	Special Price	Comments
Software license (3 named users), Implementation	\$27,700.00	22,700.00	\$5,000.00 cost reduction incentive
1 Day of Training		Included	For up to 6 staff members at a time and training hours may be spread out
Travel Expenses		No Charge	
Link for Payment Processor - Authorize.net **		No Charge	Authorize.net
TOTAL	\$27,700.00	\$22,700.00	Savings of \$5,000.00

HdL Web Renewal Module	List Price	Special Price	Comments
Software license, Implementation, Training	\$16,200.00	12,200.00	\$4,000.00 cost reduction incentive If purchased concurrently with Business License
Travel Expenses		No Charge	
Link for Payment Processor - Authorize.net **		No Charge	Authorize.net
TOTAL	\$16,200.00	12,200.00	Savings of \$4,000.00

Business License and Web Renewal Use Fee	Fee	Comments
<i>Use Fee begins on "go live" date. Renewed annually</i>		
Business License and Web Renewal Module	\$7090.00	
TOTAL	\$7,090.00	

Business License and Web Renewal Hosted Environment Fee	Fee	Comments
<i>Service Fee begins on "go live" date. Payable Quarterly</i>		
Hosted Environment Fee	\$200.00 per month	HdL hosting of Prime-Business License software application on behalf of City.
TOTAL	\$200.00 per month	***This fee may be revised annually for market costs for Internet bandwidth, power and related equipment costs

OPTIONAL SERVICES		
Finance/Cashiering System Integration	2,500.00	For the 1 st HdL software application
Additional Rate Category	3,000.00	Per Category (BID, Fire Fees, TOT, etc.)
Additional Training	250.00	Per Hour
Additional User Licenses	1,500.00	Per user license
Data Conversion	\$2,800.00	Per software system
Additional City Department	\$3,800.00	Per Dept.
Additional Reports and Letters	210.00	Per hour

Note: * Data Conversion: Up to 30 hours of data conversion work per software system. Over 30 hours, any additional data conversion work will be billed at \$210.00 per hour.

** Finance/Cashiering System Integration: allows for exporting payment data in a format accepted by the City's finance/cashiering system.

1. **Payment Schedule** – Compensation for contract amount shall be due and payable as follows:

- a. Software License Fee. 60% of the software license fee shall be due and payable within 30 days of the effective date of this Agreement. The remaining 40% is due within 75 days of the effective date of this Agreement, or within 30 days of full delivery of all project deliverables, whichever is earlier.
- b. Implementation Fees. 100% of the implementation fees shall be due and payable within 30 days of the effective date of the Agreement.
- c. Traveling Expenses. Travel and lodging expenses are billed at cost as they are incurred. Travel expenses shall be due and payable within 30 days of the billing date.

1. **Software Use Fee**

The software use fee shall begin at go live date, and shall be due and payable within 30 days of the invoice date. The software use fee shall be due and payable at the beginning of each anniversary year.

Annual Consumer Price Index Adjustments to Service Component: Commencing on October 1, 2011, the service component associated with any of the maximum rates shall be adjusted, and such rates shall be adjusted annually thereafter on each subsequent October 1st during the Term hereof (adjustment date), by multiplying such service component by a percentage equal to the change in the Consumer Price Index ("CPI") for All Urban Consumers, not seasonally adjusted, all items index (CPIU) – LA County, Riverside Count, OC for the 12 month period ending on the date of January 31 immediately prior to the applicable Adjustment Date. At least 45 days prior to charging Customers any rate increased due to an increase in the CPI, Contractor shall obtain the City Administrator's approval to do so. The City Administrator shall approve such a request unless it is determined, based upon substantial evidence, that the requested adjustment to the maximum rate does not meet the requirements as set forth herein.

Limitations to Annual CPI Adjustments to Service Component: The maximum annual adjustment occurring pursuant to Section 24.3 shall be limited by the following provisions: The service component of the maximum rate may not be increased in any given year by more than seven percent (7%) without regard to any higher increase which may otherwise be justified by the formula set forth in the Section 24.4.

2. **Pricing Adjustments**

All pricing listed in this contract will be honored throughout implementation of the project. Any additional/optional services needed after the "go-live" date will be provided using the pricing currently established at the time the service is requested.

3. **Parcel Data.** The land management module allows tracking of parcel data. There are four ways to populate the land management parcel data.
 - a. If the City is a client for HdL property tax services, the parcel data will be provided at no cost.
 - b. If the City is not a client for HdL property tax services, the parcel data may be purchased from HdL for 20¢ per parcel.
 - c. If the City wishes to use any other parcel data set, and is able to provide the data in a format approved by HdL, the parcel data may be imported using standard functionality provided in Land Management. There is no cost.
 - d. If the City wishes to use any other parcel data set, and is unable to provide the data in a format approved by HdL, a re-useable utility can be developed to convert the parcel data into the proper format. The development of this utility will be billed on a time and material basis. Once the source data has been reviewed, a statement of work will be provided including a cost estimate.
4. **Data Conversion (optional).** The cost is \$2,800. Data conversion includes converting account, contact, and balance due information and up to 30 hours of effort. Most conversions are completed within this time frame. If data conversion exceeds 30 hours, the City agrees to pay the programmer hourly rate for each additional hour. If detailed fee history is desired, the cost for conversion will increase by a minimum of \$2,000.
5. **Additional Rate Category (optional).** To establish additional rates (business improvement districts, fire, health, etc.) with separate fee tables, the cost is \$3,000 per category if it uses the same renewal cycle as the standard rate. If it follows a different renewal cycle, then the new rate category must be treated as a separate license record for each business.
6. **Finance / Cashiering System Integration (optional).** This enables the financial data export module. The cost is \$2,500.
7. **Training (optional).** The cost for additional training is:
 - On-site at the City - \$2,000 per day / \$1,000 per ½ day
 - Off-site at the HdL Companies - \$170 per hour
 - Via the web or phone - \$120 per hour
8. **Customizing Services**

The software is a table-driven system and has been developed to meet almost all of the needs of a City. However, should the need occur, HdL is available to provide custom enhancements to the software on a pre-determined time and material basis. No work shall be performed without prior written approval of the City.

**EXHIBIT D
MAINTENANCE AND SUPPORT**

1. Customer Support

HdL will provide customer support by telephone, email and the web as needed by the City during the term of this Agreement. In the United States, no charge support from HdL Software is available as follows:

For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email help@hdlcompanies.com or call HdL offices and ask for software application support. For technical support before 8:00 am or after 5:00 pm Pacific Time, Monday through Friday (or anytime Saturday), email 911@hdlcompanies.com and an HdL staff member will be paged. Please only include your name, agency and contact # in emails to 911@hdlcompanies.com. You will be contacted as soon as possible.

2. Support policy regarding reports

HdL provides a number of reports with the installation of the software. These reports are developed using Crystal Reports and fall into one of two categories, standard or HdL custom developed. HdL provides support on standard and HdL custom developed reports, provided that the reports have not been modified by the client or other third party. As part of support, HdL will make minor modifications to reports as needed by the City. This includes change of logo, phone #, address, signatures, and minor text edits. Other report edits and modifications requested by the City are not covered under the Software Use Fee, and will be developed on a time and material basis at the current rate.

3. Software Upgrades

Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, City is entitled to upgrades of the software within the cost of this Agreement. Though rare, additional costs may apply depending on the extent of the upgrade. Potential additional costs include training, consulting, configuration, or other requested services.

4. Outside Connections to HdL database

HdL programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with HdL's full knowledge and participation.

- Only "read only" connections will be established to the HdL database.
- No modifications will be made to the HdL database, including database/table design and data content.
- Any repair work necessary due to violations of the above items will not be covered by the Software Use Fee, and as such will be billable to the client on a time and material basis.

The City shall contact HdL for instructions if any added functionality is required, including reading additional data or writing to the HdL database.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

- A. **OWNERSHIP OF MATERIALS, CONFIDENTIALITY.**
1. **Software License.** HdL hereby provides a license to the City to use HdL's Software. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. City shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.
 2. **City Data.** HdL acknowledges that the account data generated by the City during the course of City operations is the property of the City. At the termination of this Agreement the City data will be made available to the City in a format acceptable to both the City and HdL.
 3. **Proprietary Information.** As used herein, the term "proprietary information" means any information which relates to HdL's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement, or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.
- B. **LICENSE, PERMITS, FEES AND ASSESSMENTS.** HdL shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist HdL in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City. If City requires payment for such Permits, the associated costs will be included with the next invoice.
- C. **INSURANCE REQUIREMENTS.** HdL shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by City, HdL shall name the City as an additional Insured and provide a Certificate of Insurance.
1. **Worker's Compensation and Employer's Liability.** In accordance with applicable law.
 2. **Comprehensive General Liability.** Bodily Injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
 3. **Comprehensive Automobile Liability.** Bodily injury liability coverage of \$1,000,000 for each accident.
 4. **Errors and Omissions.** In addition to any other Insurance required by this Agreement, HdL shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.
- D. **TERMINATION.** This Agreement may terminate each year by either party upon written notice 90 days prior to the anniversary date of the Agreement. Upon termination, the software license shall expire and (a) City will immediately remove the software from the City's computers and network and destroy or erase all copies of the software and any Proprietary Information and, upon HdL's request, confirm destruction of same by signing and returning to HdL an "Affidavit of Destruction" acceptable to HdL and (b) upon City's request, HdL will assist in extracting the City data in a format acceptable to both the City and HdL.
- E. **INDEPENDENT CONTRACTOR.** HdL shall perform the services hereunder as an independent contractor. No agent, representative or employee of HdL shall be considered an employee of the City.
- F. **NON-ASSIGNMENT.** This Agreement is not assignable either in whole or in part by HdL or the City without the written consent of the other party.
- G. **GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- H. **INDEMNIFICATION.** HdL shall indemnify and hold harmless City and its officers, officials and employees from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage, including attorney fees, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of HdL, its officers, agents and employees under this Agreement. City shall indemnify and hold harmless HdL, its officers, agents and employees, from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors or omissions under this Agreement.

EXHIBIT F
AFFIDAVIT OF DESTRUCTION

Upon termination of this Agreement the software license shall expire. The City hereby acknowledges and certifies that they are no longer using HdL's software and that all copies of the software and any proprietary information have been removed from the City's computers and network and all digital copies deleted or otherwise destroyed.

Authorized signature: _____ Date: _____

Print Name and Title: _____ Title: _____

Mail: HdL Software LLC
1340 Valley Vista Drive, #200
Diamond Bar, CA 91765
Attention: Marta Bonnin

Email: mbonnin@hdlcompanies.com

Fax: (909) 861-7726

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 20th day of September, 2011, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and HdL SOFTWARE, LLC, a limited liability corporation (hereinafter referred to as "CONSULTANT").

A. Recitals.

(i) CITY has heretofore issued its request pertaining to the performance of professional services with respect to the preparation and implementation of HdL's Prime – Business License and HdL Web Renewal Module ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Attachment "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Attachment "A" and by this reference made a part hereof.

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

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

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

B. Agreement.

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

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

(b) Project: The preparation of installing, implementing, and training of HdL's Prime – Business License and HdL Web Renewal Module as described in Attachment "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(d) Completion of Project: The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "B" hereto.

2. CONSULTANT Services: (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "G" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "D" to CITY within the time specified in Exhibit "B". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

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

3. Payment for Services: (a) To pay CONSULTANT a maximum sum of \$ 43,790 for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or

lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "C".

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

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

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

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

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

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

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

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

Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

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

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

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

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of

this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

To City:	City of Placentia 401 E. Chapman Ave. Placentia, California 92870-6101 Attention: City Administrator
To Consultant:	<u>HdL SOFTWARE, LLC,</u> <u>1340 Valley Vista Drive, Suite 200</u> <u>Diamond Bar, CA 91765</u> <u>Attention: Robert Gray, President</u>

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. **Insurance:** (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "F," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in, Exhibit "F."

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

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

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

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

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

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

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

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in

part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

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

(d) **Obligation to Defend.** It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorneys' fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the CITY and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) **Legal Requirements.** CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) **Non-liability of City Officers and Employees.** No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any

amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) **Undue Influence.** CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) **No Benefit to Employees.** No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

(e) **Nondiscrimination.** In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the

use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of fifty dollars (\$50.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur

in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. In the event CITY fails to comply with a material item of performance hereunder within the time set forth regarding such material item of performance, or as may be extended by written consent of the parties hereto, CITY shall pay to CONSULTANT, as liquidated damages and not as a penalty, the sum of fifty dollars (\$50.00) per day for each day CITY is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CONSULTANT or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. Contractors Employee Employment Verification.

(Language to be used for all contracts over \$50,000)

Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

E-Verify. If Consultant is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll> . Consultant shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

CONSULTANT/CONTRACTOR EXCEPTION:

Notwithstanding the foregoing, the City Council reserves the right to consider an alternative procedure to E-Verify if a program of equal or greater effectiveness is presented for consideration by a Consultant/Contractor. Any such alternative procedure shall be considered on a case-by-case basis.

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

20. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

21. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

22. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

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

CONSULTANT


TIDL SOFTWARE, LLC

Troy L. Butzlaff, ICMA-CM
City Administrator

CITY

Mayor

ATTEST: _____
City Clerk

Approved as to form:

Ralph D. Hanson,
Deputy City Attorney



CERTIFICATE OF LIABILITY INSURANCE

OPID DMZ

DATE (MM/DD/YYYY)

09/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Partee Insurance Assoc., Inc. License #0786033 584 S. Grand Avenue Covina CA 91724-3409 Phone: 626-966-1791 Fax: 626-331-8132	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: HINDE-1		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Hinderliter de Llamas & Associates, HDL Properties & HDL Software 1340 Valley Vista Drive #200 Diamond Bar CA 91765	INSURER A: Hartford Casualty Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			72SBAZB3296	11/15/10	11/15/11	EACH OCCURRENCE \$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 2000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4000000
							PRODUCTS - COMP/OP AGG \$ 4000000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			72UECNK7886	11/15/10	11/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			72SBAZB3296	11/15/10	11/15/11	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$ 10000						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72WECYPY9873	11/15/10	11/15/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1000000
							E.L. DISEASE - EA EMPLOYEE \$ 1000000
							E.L. DISEASE - POLICY LIMIT \$ 1000000
A	<input checked="" type="checkbox"/> Professional Liab.			PG0246728	11/15/10	11/15/11	Occ/ Agg 1000000
	<input checked="" type="checkbox"/> Claims Made Form						Retention 25000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Placentia, its elected and appointed officers, officials, employees and agents are named as additional insureds in regards to the insureds operations per form #SS00080405 - Endorsement to follow from carrier

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia Attn: Risk Management 401 E Chapman Ave Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: SEPTEMBER 20, 2011

SUBJECT: **AWARD OF CONTRACT FOR TELECOMMUNICATIONS PROVIDER SERVICES – TIME WARNER COMMUNICATIONS**

FISCAL

IMPACT: EXPENSE: \$30,960.00
BUDGETED: \$160,000.00 (ACCOUNT NO.: 431010-6215)

SUMMARY:

On August 16, 2011, City Council awarded a contract to Integrated Computer Technologies for the installation of an integrated computer network upgrade and Cisco VOIP telephone system for the Civic Center, City Yard and Whitten Center. As part of this project, Staff also reviewed the cost for reoccurring telecommunications service as well as the cost associated with moving from copper wire analog connection to fiber optic digital connection. This action will award a contract to Time Warner Communications for fiber optic services.

RECOMMENDATION:

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

1. Approve a contract with Time Warner Communications in an amount not to exceed \$30,960.00 annually with a five (5) year contract term, and
2. Authorize the City Administrator to execute a services agreement, in a form acceptable to the City Attorney, with Time Warner Communications.

DISCUSSION:

While researching a new telephone system and network upgrade, City Staff also requested our technology consultant, Tripepi Smith & Associates, to research the costs involved with our monthly telecommunication services such as telephone connection, wide-area network connection and internet connection. As part of this process, Staff also requested the consultant research the cost of moving from an antiquated copper cable connection to fiber optic connectivity. The City's current interest connection is slow with performance below 1.5 Mbps. A fiber optic connection will drastically improve performance providing up to 10 Mbps. In light of the recent purchase of a new telephone system for City Hall and the Police Department, the enhanced connection will be extremely beneficial.

4e

September 20, 2011

Three (3) vendors were approached for the fiber connectivity options: Time Warner Cable, XO Communications and AT&T. Time Warner is the franchise holder for cable services within Placentia, AT&T is the current telecommunications provider for the City providing site-to-site "T1" lines, local and long distance calling and internet service. XO Communications is a competitive local exchange company which currently does not have any services in the City.

Both AT&T and XO Communications would have a capital build out cost for construction that would require bringing fiber optic cable from the street up to the Civic Center, Whitten Center and City Yard. Neither company will estimate that cost without an executed order with them. Based on our technology consultant's experience with fiber optic build out costs, it is estimated the upfront costs to the City for connection to fiber optic through AT&T or XO Communications to be approximately \$34,100.00. Time Warner Communications will not charge for the cost associated with bringing fiber optic cable to the buildings if the City will enter into a five (5) year service agreement for services.

Time Warner Communications also has a lower monthly reoccurring cost for services as illustrated in the chart below:

Company	Monthly Cost	12 Month Cost
Time Warner Communication	\$2,580.00	\$30,960.00
AT&T	\$3,100.00	\$37,200.00
XO Communications	\$7,314.00	\$87,768.00

Since Time Warner has no upfront costs associated with bringing fiber optic cable to City facilities and a lower monthly reoccurring cost, City Staff is recommending the City enter into a five (5) year agreement for telecommunications provider services for telephone, wide area network and internet connection.

FISCAL IMPACT:

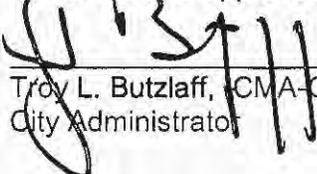
This project is budgeted in the current fiscal year.

Prepared by:



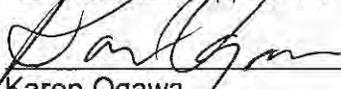
Matt Reynolds
Management Analyst

Reviewed and approved:



Troy L. Butzlaff, CMA-CM
City Administrator

Reviewed and approved:



Karen Ogawa
Director of Finance

Attachments: Services Agreement



TRIPEPI SMITH & ASSOCIATES

Client Memo

To: Karen Ogawa, Finance Director
Maggie Le, Management Analyst
Matt Reynolds, Management Analyst

From: Bryan Wells, Tripepi Smith
Ryder Todd Smith, Tripepi Smith

Subject: Telecommunication and Network Services Provider Options Review

Background and Purpose

Tripepi Smith was engaged by the City of Placentia to review their existing phone system and determine the best future strategy for telecommunications for the City. That engagement includes vendor review and selection and representation of the City during the project and implementation.

Tripepi Smith's work included a review of the existing communications infrastructure, including wide area network connectivity, Internet access connectivity and telephone system connectivity. Tripepi Smith recommended that that city migrate to a Voice Over Internet Protocol (VOIP) solution, regardless of which vendor is chosen. VOIP leverages the data network to carry voice, too. With voice now traversing the data network, further review of the site-to-site data network seemed pertinent to not only the telephone system implementation, but also as part of a broader data network review.

With guidance from staff, Tripepi Smith began reviewing options for various network connectivity solutions that would meet several needs of the City. Of particular interest to City staff was an option to move to fiber optic network connectivity due to a history of poor quality telephone connections resulting from water intrusion and overall bandwidth constrictions.

Of the options presented below, all three vendors proposed 10 mbit connectivity solutions. However, once proposals were submitted, the City opted for 5 mbit connectivity options. That said, only one provider offered a 5 mbit connection solution: TWC.

Vendor Comparisons

Three vendors were approached for their fiber connectivity options within the city limits of Placentia: Time Warner Cable, XO Communications and ATT. Time Warner Cable is the franchise holder for cable services within Placentia. ATT is the current telecommunications provider for the City providing site-to-

site T1's, long distance, local calling and Internet access. XO is a competitive local exchange company (CLEC) which does not have any services with the City.

Time Warner Proposal

Bundled Services

TWC is proposing bundling their services under one monthly recurring cost with the exception of long distance voice charges. Bundled services include either 5 Mbit or 10 Mbit Metro Ethernet Circuit to the city's three offsite locations, 10 Mbit symmetrical optical Internet access, and two voice optical PRI's for local and long distance.

Services include the following:

- Business Class SLA

- Managed Ethernet Switches

- 4 Hour On-site Guarantee

- Upgradable service in the following increments: 5; 10; 20; 30; 45; 60; 70; 85; 100; 300; 500; 700; 1,000 and 10,000 Mbit

- The PRI included unlimited local calling

Capital Cost

TWC fiber solution is a zero upfront cost to the city. Please see other notes on this below.

Duration

5 Year contract from service activation date.

Time to Implementation

City Hall could have voice PRI service active within 45 days of contract execution. Other services mentioned above will follow approximately 90 day install. City Maintenance Yard, and the Whitten Center are approximately 90 to 120 day installs. These other facilities will require special build outs for TWC including street trenching and fiber activation. The overall project timeline would be 90 to 120 days pending city permits, trenching and TWC resources.

Monthly Recurring Charges

5Mbps x 5Mbps Metro Ethernet Option TWC

Location	Product – 5 Year Term	Installation Charge	Monthly Recurring Charge
City Hall	10Mbpsx10Mbps FiberInternet	\$0.00	\$ 950.00
City Hall	PRI (Unltd Local + 200 DIDs)	\$0.00	\$ 530.00
City Hall	Aggregate Hubsite Port	\$0.00	\$ 0.00
Whitten Center	5Mbps x 5Mbps Metro Ethernet	\$0.00	\$ 550.00
City Yard	5Mbps x 5Mbps Metro Ethernet	\$0.00	\$ 550.00
Total			\$2,580.00

OPTIONAL - 10Mbps x 10Mbps Metro Ethernet Option TWC

Location	Product – 5 Year Term	Installation Charge	Monthly Recurring Charge
City Hall	10Mbpsx10Mbps FiberInternet	\$0.00	\$ 950.00
City Hall	PRI (Unltd Local+ 200 DIDs)	\$0.00	\$ 530.00
City Hall	Aggregate Hubsite Port	\$0.00	\$ 0.00
Whitten Center	10Mbps x 10Mbps Metro Ethernet	\$0.00	\$ 800.00
City Yard	10Mbps x 10Mbps Metro Ethernet	\$0.00	\$ 800.00
Total			\$3,080.00

Important Caveats

TWC has not put their quotes into a formal proposal, nor have they written out their commitment to a timeline for implementation or a confirmation that there will be no build out costs. While we have those commitment in verbal form, written should be required before proceeding.

Using TWC for telephone services does entail some risk when cutting over telephone services. The cutover of the phone numbers will involve migrating from an ATT Analog DID service to the TWC

Digital service. This could create a scenario where the two telecommunication companies are pointing fingers at each other if something goes wrong during the cutover. It a scenario that TWC faces frequently, but it is the obligation of Tripepi Smith to note the possible scenario.

ATT Proposal

Services

Unlike Time Warner Cable Solution AT&T does not bundle their services together under CalNet 2 pricing. Voice and Data services are billed individually. Voice service per-minute rates are identified in the table below. AT&T does not offer any unlimited local toll dialing unlike TWC.

Capital Cost

AT&T will not estimate capital build out costs unless there is an executed order with them. If AT&T solution is chosen these costs will need to be determined at a later date after the AT&T engineer conducts a site visit. However, based on our experience with fiber build-outs with AT&T and similar incumbent local exchange carriers we would use the following estimated costs as budgetary numbers.

Location	Estimated Capital Build-out Costs
City Hall	\$10,000.00
Whitten Center	\$5,500.00
City Yard	\$18,600.00
Total	\$34,100.00

Implementation

All services are dependent on the fiber installation; however, the PRI could be provisioned over copper if the city wishes within 45 days approximately; then migrated over to fiber at a later date. The project overall timeline is 90 to 120 days pending city permits, trenching and AT&T resources.

Monthly Recurring Charges

10Mbps x 10Mbps Metro Ethernet option ATT

Location	Product – 3 Year Term	Installation Charge	Monthly Recurring Charge
City Hall	10Mbpsx 10Mbps Fiber Internet	\$0.00	\$ 1,113.00
City Hall	PR 1x21 .008 Local Toll / Intra & LD .03	\$3555.00	\$ 634.00
City Hall	Aggregate Hubsite Port 50 Mbps	\$0.00	\$ 931.00
Whitten Center	10Mbps x 10Mbps Metro Ethernet	\$0.00	\$ 692.50
City Yard	10Mbps x 10Mbps Metro Ethernet	\$0.00	\$ 692.50
Total		\$3555.00	\$4063.00

caveats

Staying with ATT would avoid having a multiple provider cutover night where ATT and TWC might be pointing fingers at each other should something not go right with the redirection of phone numbers at ATT.

XO Communications

Services

Unlike Time Warner Cable Solution XO does not bundle their services and does not participate or match CalNet 2 pricing. Voice and Data services are billed individually. Also XO is not able to provision a voice PRI across their fiber at this time only across copper based facilities in this area of Orange County.

Capital Cost

XO will not estimate capital build out costs unless there is an executed order with them. If Xo solution is chosen these costs will need to be determined at a later date after the XO engineer conducts a site visit.

Implementation

All services are dependent on the fiber installation which is approximately 90 to 120 days.

Monthly Recurring Charges

10Mbps x 10Mbps Metro Ethernet option XO

Location	Product – 1 Year Term	Installation Charge	Monthly Recurring Charge
City Hall	10Mbpsx 10Mbps FiberInternet	\$0.00	\$ 1,605.00
City Hall	PR 1x2 (Unavailable)	\$0.00	\$ 0.00
City Hall	Aggregate Hubsite Port 50 Mbps	\$0.00	\$ 1903.00
Whitten Center	10Mbps x10Mbps Metro Ethernet	\$0.00	\$ 1903.00
City Yard	10Mbps x 10Mbps Metro Ethernet	\$0.00	\$ 1903.00
Total		\$0.00	\$7314.00

Caveats

As noted above, Fiber based Voice PRI Service is unavailable across XO's fiber network just data services are available at this time in this area of Orange County.

Tripepi Smith Provider Recommendation

If the City wants to go with a fiber-based solution provider, the Time Warner Cable proposal appears superior for the following reasons:

- No Upfront Capital Costs
- Monthly Recurring is Less than Others
- Appearance that TWC is working more aggressively to win the City's business
- TWC was only proposer to offer a 5 mbit option

When looking at the pricing, even at the 10 mbit comparison, TWC offered the best price. Tripepi Smith has confidence that the TWC pricing at 5 mbit is also fair and aggressive and offers the best deal for the City.

Current Costs to New Proposals

Comparing all in costs for the three above proposed services with the existing cost structure is a bit challenging because there are significant differences in the services. For example, the Internet access proposed in the Time Warner Cable proposal is a significant jump in bandwidth (over 600%), so while the cost goes up, the benefits and enhanced productivity of staff also rise.

Additionally, the City is proposing that no dedicated connectivity be established to the Police Department Tow Yard given how few people are operating there now. So in these proposals we actually see a reduction in the number of sites to which we are connecting.

The City is roughly spending \$3100 a month currently with ATT for all telecommunication services (Voice, Data, Internet). Migrating to the TWC proposed solution would result in a reduction of the monthly fees primarily because we are eliminating the connection to the tow yard. Despite the cost reductions, we will gain the following benefits:

- Reduced risk of water intrusion on wide area network and telephone system connections
- Significant increases in bandwidth access both between sites and to the Internet
 - Internet access increases from 1.5 Mbps to 10 Mbps
 - Site-to-site connectivity rises from 1.5 Mbps or less to 5 Mbps
- Fiber ring redundancy for greater uptime probability
- 48 hour bandwidth upgrades up to 100 Mbps.
- Unlimited local toll dialing which should help offset the increase of \$30. City does not receive unlimited local toll dialing with AT&T CalNet-2 pricing currently today or with AT&T's proposal.

Comparison Chart

	AT&T Current Costs	Time Warner Cable 5 Mbps Option
Total MRC	\$3,100.00	\$2,580.00
Total Annual Cost	\$37,200.00	\$30,960.00
Type	Copper	Fiber
Inter-site Connection Speed	768 kbps to 1.5 mbps	5 mbps
Duration	Month to Month	5 Year
Upfront Capital Costs for Fiber Trenching	NA	None
Internet Connection Speed	1.5 mbps	10 mbps

Importantly, migrating to fiber-based Internet access with a significant increase in bandwidth will likely require re-architecting the equipment running between the current Internet connection and the City Hall network. This will require professional services and new equipment to execute. Tripepi Smith has only discussed this briefly with an outside networking firm, but has not developed a cost for that. Enhancement of the Internet access, while bundled into an overall telecommunications package from TWC, was not part of the original scope to replace the existing Avaya phone switch.

If the decision is made to add 10 mbit Internet connectivity over fiber with TWC, it would be advisable to integrate that plan into the overall network re-architecture plan that is part of the telephone replacement effort to gain as much pricing leverage as possible and take advantage of the single viewpoint a vendor can bring to the solution.

Account Executive: David Morris
 Phone: (562) 677-0470 ext:
 Cell Phone: (562) 324-7543
 Fax: (704) 414-9343
 Email: david.morris3@twcable.com

Customer Information: Customer Code 0000

Business Name	CITY OF PLACENTIA	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address	Account Number	
401 E Chapman Ave Placentia CA 92870		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Karen Ogawa	(714) 993-8237	kogawa@placentia.org

Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Troy L. Butzlaff, ICMA-CM	(714) 993-8117	tbutzlaff@placentia.org

Technical Contact	Technical Contact Phone	Technical Contact Email Address
Maggie Le	(714) 993-8135	mle@placentia.org

Business Class Phone Service Order Information	401 E Chapman Ave Placentia CA 92870		
Current LEC	LEC BTN	Customer Requested Due Date	Porting Required
AT&T	(714) 993-8117	09/30/11	

PRI Trunk Service Order Information For 401 E Chapman Ave Placentia CA 92870						
Current LEC	Current IXC	LEC BTN(S)	Customer Requested Due Date	E-911 Location 1	E-911 Location 2	E-911 Location 3
AT&T		(714) 993-8117	9/30/2011			

Internet and Video Order Information For 401 E Chapman Ave Placentia CA 92870						
Service Type					Customer Requested Due Date	
IPs (Internet Addresses)						

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For

Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
City Hall	401 E Chapman Ave Placentia, CA 92870	Host	10Mbps x 10Mbps	9/30/2011
City Yard	2999 E La Jolla St Anaheim, CA 92806	Remote	5Mbps x 5Mbps	10/28/2011
Whitten Center	900 S Melrose St Placentia, CA 92870	Remote	5Mbps x 5Mbps	10/28/2011

Monthly Recurring Charge At 2999 E La Jolla St Anaheim CA 92806

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber Metro E Intrastate	1	\$550.00	\$550.00	60 Months
*Total			\$ 550.00	

*Prices do not include taxes and fees.

Monthly Recurring Charge At 401 E Chapman Ave Placentia CA 92870

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
13 Static IP	1	\$0.00	\$0.00	60 Months
Business Class PRI	1	\$470.00	\$470.00	36 Months
DID Block 100 Numbers	1	\$30.00	\$30.00	60 Months
BCF Fiber I-Net	1	\$999.00	\$999.00	60 Months
DID Block 100 Numbers	1	\$30.00	\$30.00	60 Months
*Total			\$1,529.00	

*Prices do not include taxes and fees.

Monthly Recurring Charge At 900 S Melrose St Placentia CA 92870

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber Metro E Intrastate	1	\$550.00	\$550.00	60 Months
*Total			\$ 550.00	

*Prices do not include taxes and fees.

One Time Charge At 401 E Chapman Ave Placentia CA 92870

Description	Quantity	Sales Price	Total
BCF Fiber Install	1	\$0.00	\$0.00
Total			\$ 0.00

*Prices do not include taxes and fees.

One Time Charge At 2999 E La Jolla St Anaheim CA 92806

Description	Quantity	Sales Price	Total
BCF Fiber Install	1	\$0.00	\$0.00
Total			\$ 0.00

*Prices do not include taxes and fees.

One Time Charge At 900 S Melrose St Placentia CA 92870

Description	Quantity	Sales Price	Total
BCF Fiber Install	1	\$0.00	\$0.00
Total			\$ 0.00

*Prices do not include taxes and fees.

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

All products on 60 month term.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Inc.
 Street: 17777 Center Court Drive
 City: Cerrillos
 State: CA
 Zip Code: 90703
 Contact: David Morris
 Telephone: (562) 677-0470 ext:
 Facsimile: (704) 414-9343

Customer Information

Customer Name (Exact Legal Name): CITY OF PLACENTIA			Federal ID No:	
Billing Address: 401 E Chapman Ave	Suite:	City: Placentia	State: CA	Zip Code: 92870
Billing Contact Name: Karen Ogawa	Phone: (714) 993-8237		E-mail: kogawa@placentia.org	
Authorized Contact Name: Troy L. Butzlaff, ICMA-CM	Phone: (714) 993-8117		E-mail: tbutzlaff@placentia.org	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Inc.	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:



**Business Class Phone Services E911 Notice
and Agreement Regarding End Users**

Time Warner Cable Business Class Phone voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ("E911") services may not be available.

The Business Class Services Agreement prohibits moving your Time Warner Cable voice-enabled customer premise equipment to a new service address. If this equipment is moved to another location, E911 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the attached Service Order will be provided to emergency operators for all emergency calls made from the telephone numbers associated with this Service Order. To move your service to another location, you must call Time Warner Cable.

Customer agrees to specifically advise every end user of the Time Warner Cable Business Class Phone service, prominently and using the language provided above, of the circumstances under which E911 service may not be available through Time Warner Cable Business Class Phone service. Customer agrees to obtain from every end user and keep on file a written record documenting that each end user has received and understood this advisory. Customer shall also distribute Safety Stickers, to be supplied by Time Warner Cable, to all end users of the Time Warner Cable Business Class Phone service and instruct each end user to place a Safety Sticker on or near any telephone or other equipment used in conjunction with the service.

By signing my name below, I acknowledge that I have read and understand this E911 Notice and Agreement and agree to the obligations described above.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and condition outlined in this document..

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)



**Business Class Phone
Letter of Agency**

Company Name: CITY OF PLACENTIA
Billing Address: 401 E Chapman Ave Placentia CA 92870

By checking the following items, I designate Time Warner Cable to be the service provider for the telephone number(s) listed on the attached Service Order

I choose Time Warner Cable to provide local telephone service for the telephone number(s) listed on the attached Service Order.

I choose Time Warner Cable to provide local toll telephone service for the telephone number(s) listed on the attached Service Order.

I choose Time Warner Cable to provide long distance telephone service for the telephone number(s) listed on the attached Service Order.

I choose Time Warner Cable to provide international telephone service for the telephone number(s) listed on the attached Service Order.

I am at least 18 years of age and I am authorized to designate the provider for the services and telephone number(s) identified above. I understand that I may choose only one provider for each telephone service and number identified herein. By signing my name below, I acknowledge that I have read and understand these statements and authorize Time Warner Cable to act as my agent for these provider designations.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

Time Warner Cable Business Class PRI Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for the PRI voice service ("Service"). All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

Service Availability

Service availability is defined as the total number of minutes in a billing month during which the applicable PRIs within TWC's network are available to complete voice calls, divided by the total number of minutes in such billing month ("Service Availability").

TWC's monthly Service Availability target is 99.97% ("Service Availability Target").

Service Outage

An "Outage" is the complete loss of Service Availability involving one or more PRIs that results in the inability to complete voice calls for more than one (1) hour during a single incident resulting from any circumstance other than: (i) a planned outage, (ii) routine maintenance, (iii) an act or omission of Customer, (iv) applications, equipment or facilities provided by Customer or its contractors or end-users, (v) a Force Majeure event, or (vi) outages or failures outside of TWC's network (e.g., third party provider network outages, power failures, etc.).

An Outage period commences after the Customer opens a trouble ticket based on an Outage, TWC acknowledges receipt of such trouble ticket, and TWC validates that the Service is affected by an Outage. An Outage period ends when the affected Service has been restored. If TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment, circuits or connections, such period of delay shall not be considered when calculating the Outage period.

Outage Credits

Subject to Customer's full and timely compliance with this SLA, in the event Customer experiences an Outage in any monthly billing period in excess of one (1) hour, Customer may request a credit for such Outage ("SLA Credit"). The SLA Credit shall be calculated as a fraction of the monthly recurring Service Charge for the affected PRI as follows:

- 1/30 for Outages lasting between 1 hour and 24 hours
- 1/10 for Outages lasting greater than 24 hours

In all cases, however, usage charges and applicable taxes will apply and will not be credited. In no event may the SLA Credit in any monthly billing period exceed the monthly recurring Service Charge for the affected PRI.

Network Maintenance

Maintenance Notice:

Customer understands that from time to time TWC will perform routine network maintenance for network improvements and preventive maintenance, and in some cases, TWC will have to perform urgent network maintenance, which will usually also be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration and reason for the routine maintenance and if commercially practicable, will provide notice of urgent maintenance. In no event shall any routine or urgent network maintenance be calculated against the foregoing outage measurements.

Maintenance Windows:

Routine maintenance is typically performed during the following maintenance windows:

Monday - Friday 12 a.m. – 6 a.m. Local Time

SLA Remedies

To receive SLA Credits, Customer must: (i) notify TWC of the Outage using the TWC trouble ticketing system and (ii) within ten (10) days of (i) herein, provide a written SLA Credit request (that includes the trouble ticket number) to Customer's TWC billing contact.

Notwithstanding anything to the contrary in this SLA or the Agreement, the SLA Credits shall constitute Customer's sole and exclusive remedy with respect to any Outages, Service interruption, Service loss, or Service deficiency of any kind. In no event shall TWC's failure to achieve or maintain any Service Availability Target be deemed a breach the Agreement.

Customer consents to Time Warner Cable's access to and use of information regarding the Customer's local, long distance and international communications services, customer service reports, and credit and billing history, with respect to the billing telephone number(s) and all the associated working telephone numbers listed below and on the attached additional pages, if any for the purpose of calculating pricing plans and proposals. This document does not constitute authorization for Time Warner Cable to provide service to the customer. Customer appoints Time Warner Cable to act as its agent to the extent necessary to acquire the information described herein from the entities indicated below:

Local Exchange Carrier

Inter-LATA Toll Carriers

Intra-LATA Toll Carriers

Customer Information

Account Name

Account Number

Federal Tax ID

CITY OF PLACENTIA

Authorized Contact

Pin/Code

Existing Account Number

Troy L. Butzlaff, ICMA-CM

Billing Address

401 E Chapman Ave Placentia CA 92870

Account Executive

Office Phone

Cell Phone

Fax

David Morris

(562) 677-0470

(562) 324-7543

(704) 414-9343

Telephone Number Information

Billing Telephone Number(s)

Telephone Number or Range Information

Current LEC

Current IXC

Service Address

(714) 993-8117

AT&T

401 E Chapman Ave Placentia CA
92870

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and condition outlined in this document.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ASSISTANT CITY ADMINISTRATOR
DATE: SEPTEMBER 20, 2011
SUBJECT: **INTRODUCTION AND ADOPTION OF AN URGENCY ORDINANCE DETERMINING TO COMPLY WITH THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA**

FISCAL
IMPACT: NOT APPLICABLE

SUMMARY:

In order to preserve all rights and ability of the City to continue to operate the Redevelopment Agency of the City of Placentia (Agency) it is proposed to enact an urgency Ordinance to comply with the intent of Assembly Bill X1 27 (ABX1 27), the Alternative Redevelopment Program. The adoption of this Ordinance preserves the City's ability to protect the Agency and react based on the most up-to-date information when the California Supreme Court renders a decision to the current legal challenges on the validity of both ABX1 27 and ABX1 26. The Ordinance contains language that provides the City Council the ability to rescind this Ordinance if it is determined that continued operation of the Agency negatively effects the City's General Fund and similarly voids the Ordinance if the Supreme Court finds in favor of the California Redevelopment Agency's legal challenge. This action introduces and adopts the urgency Ordinance.

RECOMMENDATION:

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

1. Waive full reading, reading by title only, introduce for first reading and adopt, Ordinance O-2011-___, **AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DETERMINING TO COMPLY WITH THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA**

4f

September 20, 2011

DISCUSSION:

As previously discussed with the City Council and Agency Board of Directors at the Study Session held on August 2, 2011, the City/Agency must decide whether to cease Agency operations or participate in the "Pay to Play" scenario promulgated by AB X1 27. As revealed at the Study Session, the City's General Fund would be severely and negatively impacted if the City were to continue the Agency's operations as based on financial analysis relevant to that point of time. The City Council gave direction to Staff to continue to research options, take necessary actions to situate the Agency accordingly, but to keep our options open given the (then) looming Court challenge. Since the Study Session the California Supreme Court agreed to take the case on an expedited basis and issued a partial stay of AB X1 26 (the elimination legislation). Additionally, the Agency has appealed its financial initial payment obligation to the Department of Finance.

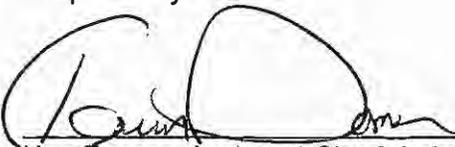
The circumstances surrounding the dual pieces of legislation remain obfuscated and will only gain clarification when the Supreme Court issues a final ruling. Until such time, the Agency must take all actions that preserve its ability to remain operational even if such actions are not intended to be implemented. Case in point, while it is understood based on current Department of Finance calculations that continued operation of the Agency through the Alternative Redevelopment Program will negatively impact the General Fund, it is yet to be resolved what, if any, that impact will be based on our current appeal of the initial (and ongoing) amounts owed.

At this time, after discussion with legal counsel, it is strongly recommended that the City Council adopt the proposed urgency Ordinance solely as a means to keep all options open. The urgency Ordinance is specifically crafted to be rescinded by the Council if warranted or to become null and void based on the current (or future) legal challenges. The attached urgency Ordinance states that the City Council will comply with applicable State codes set forth through the Alternative Redevelopment Program. It does not commit the City or Agency to any payment of funds and expressly allows rescission of the Ordinance.

FISCAL IMPACT:

Not Applicable at this time.

Prepared by:



Ken Domer, Assistant City Administrator
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, CMA-CM
City Administrator

Attachments:

Ordinance O-2011-_____

ORDINANCE NO. O-2011-____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DETERMINING TO COMPLY WITH THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA

A. Recitals.

(i). The Redevelopment Agency of the City of Placentia ("Agency") is a redevelopment agency organized and existing under the California Community Redevelopment Law (Health & Safety Code § 33000 et seq.) ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council of the City of Placentia ("City Council" or "City," as applicable).

(ii). Pursuant to the CRL, the City Council has adopted a Redevelopment Plan ("Redevelopment Plan") for the Placentia Redevelopment Project Area and the Agency is vested with the responsibility for implementing and carrying out the Redevelopment Plan.

(iii). The Agency is currently in the process of carrying out the goals and objectives of the Redevelopment Plan by continuing to: eliminate blight; stimulate and expand economic growth and employment opportunities by revitalizing properties and businesses within the Project Area; and alleviate deficiencies in public infrastructure.

(iv). In connection with approval and adoption of the State Budget for Fiscal Year 2011-12, the California Legislature has approved, and the Governor has signed (i) ABX1 26 (Stats. 2011, chap. 5, "ABX1 26"), which immediately, and purportedly retroactively, suspends all otherwise legal redevelopment activities and incurrence of indebtedness, and dissolves redevelopment agencies effective October 1, 2011 (the "Dissolution Act"); and (ii) ABX1 27 (Stats. 2011, chap. 6, "ABX1 27"), which allows communities to avoid the consequences of the Dissolution Act and continue their redevelopment agency if the community enacts an ordinance agreeing to comply with the alternative voluntary redevelopment program described in Section 2 of ABX1 27 adding Part 1.9 (commencing with section

34192) of Division 24 of the Health and Safety Code (the "Alternative Redevelopment Program").

(v). The immediate suspension of activities and dissolution of the Agency under the provisions of ABX1 26 would result in the immediate suspension of Agency efforts and programs to eliminate blight, provide economic assistance to businesses, and implement other programs which are assisting in the recovery of the City from the financial crisis and recession currently affecting the City and the State of California and thereby result in severe and unwarranted social and economic hardship to City residents, workers and businesses.

(vi). On July 18, 2011 the California Redevelopment Association, League of California Cities and the cities of Union City and San Jose filed an original writ petition in the California Supreme Court challenging ABX1 26 and 27 as unconstitutional and sought an immediate stay of specified provisions (the "CRA Lawsuit"). That action has resulted in the California Supreme Court issuing a limited stay order of the effect of ABX1 26 and 27 (the "Stay Order") pending a decision on the CRA Lawsuit. The Stay Order has maintained the mandatory time limits for agencies to take those actions specified in ABX1 26 and 27, including the adoption of an ordinance to comply with ABX1 27. Because the City Council does not wish to immediately suspend activities of the Agency, pending a decision in the CRA Lawsuit, and wishes to continue to eliminate blight and promote economic development, the City Council has determined it is in the public interest of the City to take immediate action to participate in the ABX1 27 Alternative Redevelopment Program.

(vii). The Alternative Redevelopment Program requires the participating communities to remit specific annual payments to the county auditor-controller for allocation to school entities and special districts.

(viii). Under the threat of dissolution pursuant to ABX1 26, and upon the contingencies and reservations set forth herein, the City shall, unless subsequent action rescinds or voids this Ordinance, participate in the Alternative Redevelopment Program and make the Fiscal Year 2011-2012 community remittance, currently estimated to be Seven Hundred Forty-Six Thousand, One Hundred and Ninety-four Dollars

(\$746,194), as well as the subsequent annual community remittances as set forth in ABX1 27.

(ix). The City appealed the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194.

(x). City supports CRA Lawsuit challenging the constitutionality of ABX1 26 and ABX1 27 which was filed on behalf of cities, counties and redevelopment agencies.

(xi). The City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of ABX1 26 and/or ABX1 27.

(xii). Because the Stay Order enjoins the effectiveness of the Alternative Redevelopment Program's payment obligation of ABX1 26 and ABX1 27, the City shall not be obligated to make any community remittance for the duration of the Stay Order.

(xiii). The City is the lead agency concerning this Ordinance pursuant to the California Environmental Quality Act (codified as Public Resources Code Section 21000 et seq) ("CEQA") and the State CEQA Guidelines.

(xiv). City staff has determined that this Ordinance is exempt from CEQA, pursuant to CEQA Guidelines Section 15378(b)(4), because the community remittances authorized hereunder are a government funding mechanism and fiscal activity, and do not involve any commitment to any specific project that may result in a potentially significant environmental impact.

(xv). All other legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance

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

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

Section 2. Participation in the Alternative Redevelopment Program. In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City will comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by ABX1 27.

Section 3. Payment under Protest. Except as set forth in Section 4 below, the City Council hereby determines that the City will make the community remittances set forth in Health and Safety Code section 34194 et seq.

Section 4. Effect of Stay Order or Determination of Invalidity. The City shall not make any community remittance during the time of the Stay Order and pending the final decision of the California Supreme Court in the CRA Lawsuit. Payment will only be made, if at all, upon the final determination of the Supreme Court that ABX1 26 and/or ABX1 27 are constitutional and binding on California redevelopment agencies. If there is a final determination that ABX1 26 and ABX1 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect.

Section 5. Implementation. The City Council hereby authorizes and directs the City Administrator to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the Orange County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in ABX1 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the CRL, the City will enter into an agreement with the Agency as authorized pursuant to Section 34194.2. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments.

Section 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and

continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program that may result in a potentially significant environmental impact.

Section 8. Notice of Exemption. The City Council hereby authorizes and directs that a Notice of Exemption be filed with the County Clerk of the County of Orange, California, in accordance with CEQA Guidelines.

Section 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at city Hall, 401 E. Chapman Avenue, Placentia, California 92870. The custodian for these records is the City Clerk of the City of Placentia.

Section 10. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 11. Publication. Within 15 days of adoption of this Ordinance, the City Clerk shall certify to the adoption of this Ordinance and cause it to be published in a newspaper of general circulation printed and published within the City of Placentia, in accordance with Government Code § 36933.

Section 12. Findings. The adoption of this Ordinance is necessary for the immediate protection of the public peace, health and safety. In accordance with California Government Code Section 36937 and in order to protect the public peace, health and safety, the City Council of the City of Placentia finds and determines as follows:

(a) ABX1 26 prohibits agencies from taking numerous actions, until the City Council adopts an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, including but not limited to incurring any new monetary or legal obligations or expanding any existing monetary or legal obligations, entering into agreements with any person

for any purpose or amending or modifying any existing agreements and taking any action with respect to a redevelopment plan;

(b) Prior to the enactment of an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, the Agency will be unable to continue efforts to eliminate and prevent blight, stimulate and expand economic growth within the Project, create and develop local job opportunities and alleviate deficiencies in public infrastructure;

(c) Blighting conditions within the Project constitute threats to public peace, health and safety, that cannot be eliminated without Agency action, including but not limited to the use of Agency funds and authorization of redevelopment projects and programs;

(d) During the current economic crisis, the Agency must have the ability to act and continue the efforts set forth in (b) above. The Agency must have all tools available in order to eliminate and prevent blighting conditions, including implementation of the Agency's economic development and public improvement projects; and

(e) The Agency is actively engaged in efforts to rehabilitate commercial and industrial parcels, to provide assistance for property improvements, and to improve and correct inadequate and unsafe infrastructure. Adoption of this Urgency Ordinance will permit the Agency to continue these efforts immediately.

Section 13. Effective Date. The City Council hereby declares, on the basis of the findings set forth above, that an emergency exists and that this Ordinance is necessary to preserve the public peace, health and safety. Accordingly, this Ordinance is adopted as an urgency ordinance and shall take effect and be in force immediately upon its introduction and adoption on September 20, 2011; however, this Ordinance shall not be operative until the Supreme Court determines, if at all, that ABX1 26 and ABX1 27 are constitutional and effective. If determined to be unconstitutional, the City Council hereby declares that this Ordinance is repealed and void, of no force or effect.

PASSED and ADOPTED this 20th day of September, 2011.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing urgency Ordinance was introduced and adopted at a regular meeting of the City Council held on the 20th day of September, 2011 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

RALPH D. HANSON,
ASSISTANT CITY ATTORNEY



Placentia Redevelopment Agency

AGENDA REPORT

TO: AGENCY BOARD
VIA: EXECUTIVE DIRECTOR
FROM: ASSISTANT EXECUTIVE DIRECTOR
DATE: SEPTEMBER 20, 2011
SUBJECT: **AMENDMENT OF REHABILITATION LOAN DOCUMENTS WITH ORANGE COUNTY COMMUNITY HOUSING CORPORATION IN EXCHANGE FOR INCREASED AFFORDABILITY AT 415 & 420 RAMONA STREET**
FISCAL EXPENSE: \$ 0
IMPACT: FUTURE REVENUE REDUCTION: \$ (45,000.00)

SUMMARY:

On November 14, 1995 the Redevelopment Agency of the City of Placentia (Agency) and the Orange County Community Housing Corporation (OCCHC) entered into a Housing Rehabilitation Agreement for \$45,000 to rehabilitate two (2), three (3) unit multi-family buildings located at 415 and 420 Ramona Street. The agreement provided that in exchange for thirty year affordability covenants the loan would be interest free and deferred for the first fifteen years. The original loan agreement stipulated the loan to start repayment at the sixteenth anniversary of the loan date, effectively starting in November 2011. This action will extend the affordability for a cumulative total of fifty-five years and forgive \$3,000 per year until the original loan amount is totally forgiven.

RECOMMENDATION:

It is recommended that the Agency Board take the following actions:

1. Adopt Resolution No. RA-2011-___ "A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA MAKING CERTAIN FINDINGS WITH RESPECT TO AMENDING AND RESTATING LOAN DOCUMENTS FOR 415 AND 420 RAMONA STREET;"
2. Authorize the Executive Director to execute the Amended and Restated Promissory Note, Deed of Trust and Assignment of Rents, and Declaration of Covenants, Conditions and Restrictions for Property as approved to form by Agency Counsel; and
3. Approve the forgivable loan structure in exchange for an additional twenty-five years of affordability for the two properties located at 415 and 420 Ramona Street.

DISCUSSION:

The Agency provided rehabilitation loans using funds from the Low and Moderate Income Housing Fund for improvements to both single family residences and multi-family residences. Typically, these loans were no interest or nominal interest deferred loans which exchanged longer term affordability for return of principal or higher interest rates. The loans were made in support of the Agency's affordable housing plan to preserve affordable housing opportunities inside and out of the Redevelopment Project Area. In 1995, the Orange County Community Housing Corporation obtained a loan after acquiring two multi-family residential buildings located in the Santa Fe neighborhood on Ramona Street. The two buildings each contain three (3) residential rental units. The units remain under the control of the OCCHC and

therefore are provided support services in addition to providing an affordable housing opportunity for lower-income families in Placentia.

In a review of the Agency's loan portfolio in early 2010, the OCCHC was contacted regarding the potential of extending the affordability covenants in exchange for forgiving the remaining balance of the loan which is due to begin repayment in November, 2011. The extension of affordability covenants for an additional twenty-five (25) years in exchange for forgiving the \$45,000 principal is a highly effective method to maintain and extend current affordable housing options in the City. Typical affordable housing subsidies can range from \$30,000 to \$120,000 per unit if newly constructed. Since the Agency does not have funding for rehabilitation loans, the potential to extend the affordability period as proposed is a cost effective way for preserving these units.

Agency Staff, in consultation with Agency Counsel, is of the opinion that the proposed action is in line with current State requirements enacted by AB 1x 26, which is under appeal and to be heard by the California Supreme Court. Specifically, AB 1x 26 enacted Health and Safety Code (HSC) § 34167(f) which states: *"Nothing in this part shall be construed to interfere with a redevelopment agency's authority, pursuant to enforceable obligations as defined in this chapter, to (1) make payments due, (2) enforce existing covenants and obligations, or (3) perform its obligations."* The servicing of a current loan agreement is an obligation of the Agency. Further, HSC § 34176 states that a City "may elect to retain the housing assets and functions" and "all rights, powers, duties and obligations... shall be transferred..." Accordingly, Agency Staff is comfortable with the proposed action given that the action is reasonable, has been planned for over eighteen (18) months and it results in the preservation of six (6) units of affordable housing for an additional twenty-five (25) year period without expenditures by the Agency or City.

FISCAL IMPACT:

No expenditures related to this action. Reduction in future revenue to Low and Moderate Income Housing Fund of \$45,000 due to forgiveness of the loan. Unknown savings due to preservation of six (6) units of affordable housing for a period of twenty-five (25) years.

Submitted by:


Kenneth A. Domer
Assistant Executive Director

Reviewed and approved:


Troy L. Butzlaff, ICMA-CM
Executive Director

Attachments:

- Resolution RA-2011-_____
- Amended and Restated Promissory Note
- Amended and Restated Deed of Trust and Assignment of Rents
- Amended and Restated Declaration of Covenants, Conditions and Restrictions for Property

RESOLUTION NO. RA-2011-

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA MAKING CERTAIN FINDINGS WITH RESPECT TO AMENDING AND RESTATING LOAN DOCUMENTS FOR 415 AND 420 RAMONA STREET.

A. Recitals.

(i) On November 14, 1995 a Rehabilitation Agreement ("Agreement") was entered into by the Redevelopment Agency of the City of Placentia ("Agency") with the Orange County Community Housing Corporation ("OCCHC") for the rehabilitation of two (2) multi-family buildings located at 415 and 420 Ramona Street (APN 339-361-09; -10 respectively) in the City of Placentia, California ("Properties").

(ii) The Properties, which consist of three (3) units each for a total of six (6) units, provide affordable housing opportunities for very-low and low income families and assist the intention of the Agency to utilize the Low and Moderate Income Housing Fund to partially fulfill the Agency's obligation to preserve and increase the stock of affordable housing within the community.

(iii) The Agreement was a thirty year loan which required repayment of the forty-five thousand dollar (\$45,000.00) principal starting in year sixteen which occurs beginning November, 2011. No interest was to accrue on the loan except in the case of default.

(iv) The Property is located in a primarily low and moderate income area outside the boundaries of the Agency but serving residents of the City of Placentia.

(v) It is the Agency's desire to increase the affordability period on the original Agreement from thirty years to fifty-five years in order to preserve the six (6) units of affordable housing in the most cost effective manner available to the Agency.

(vi) It is the intent of the OCCHC to continue to utilize the properties for the benefit of very low to low-income residents in fulfillment of the Agreement.

(vii) The extension of the affordability covenant in exchange for forgiveness of the principal amount is an effective and cost efficient manner in which to preserve the six (6) units and thereby fulfills the Agency's Five Year Implementation Plan, Redevelopment Plan and the City's Housing Element goals of preserving affordable housing opportunities.

(viii) The future reduction of revenue to the Low and Moderate Income Housing Fund represented by the forgiveness of the forty-five thousand dollar (\$45,000.00) principal is greatly outweighed by the preservation of the affordability in both per unit costs and retention of current units.

(ix) The extension of affordability and forgiveness of loan principal is in line with current State requirements enacted by Assembly Bill 1x 26, which is under appeal and to be heard by the California Supreme Court. Specifically, AB 1x 26 enacted Health and Safety Code (HSC) § 34167(f) which states: "*Nothing in this part shall be construed to interfere with a redevelopment agency's authority, pursuant to enforceable obligations as defined in this chapter, to (1) make payments due, (2) enforce existing covenants and obligations, or (3) perform its obligations.*" The servicing of a current loan agreement is an obligation of the Agency. Further, HSC § 34176 states that a City "may elect to retain the housing assets and functions" and "all rights, powers, duties and obligations... shall be transferred..." The continued preservation of affordable housing opportunities in an effective and cost efficient manner is keeping with these obligations.

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

B. Resolution

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE:

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

2. Based upon the findings, the Board of Directors authorizes the Amended and Restated Promissory

Note, Deed of Trust and Assignment of Rents, and Declaration of Covenants, Conditions and Restrictions to include the forgiveness of the loan principal to benefit the preservation of the affordable housing City's income qualified individuals using affordable housing covenants for a period not less than fifty-five years.

3. It is the intent of the Board of Directors that the amended and restated documents in exchange for forgiveness of the loan principal serves as a means to provide continued affordable housing options to eligible very low and low-income persons within the City of Placentia in fulfillment of the Redevelopment and Implementation Plan.

PASSED ADOPTED AND APPROVED this 20th day of September, 2011.

SCOTT W. NELSON, CHAIRMAN

Attest:

PATRICK J. MELIA, SECRETARY

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, Secretary of the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Redevelopment Agency of the City of Placentia held on the 20th day of September, 2011 by the following vote:

AYES:	AGENCY MEMBERS:
NOES:	AGENCY MEMBERS:
ABSENT:	AGENCY MEMBERS:
ABSTAIN:	AGENCY MEMBERS:

PATRICK J. MELIA, SECRETARY

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
AGENCY COUNSEL

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Placentia Redevelopment Agency
401 East Chapman Avenue
Placentia, California 92670
Attention: Executive Director

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PROPERTY

THIS AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS FOR PROPERTY (the "Declaration") is made by and between the ORANGE COUNTY COMMUNITY HOUSING CORPORATION, a California nonprofit public benefit corporation ("OCCHC" or "Covenantor"), and the PLACENTIA REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency") as of _____, 2011 (the "Date Of This Agreement").

RECITALS

A. Covenantor is fee owner of record of that certain real property located at 415 and 421 Ramona Street in the City of Placentia, Orange County, State of California (the "Property"), legally described in the attached Attachment No. 1. The Property is the subject of a Housing Rehabilitation Agreement (the "Agreement") entered into by and between the Agency and OCCHC, dated as of November 14, 1995, a copy of which is on file with the Agency as a public record.

B. Covenantor has rehabilitated the two (2) existing three-unit apartment buildings on the Property and has made and continues to make each unit available at Affordable Rent to Qualified Very Low Income Households.

C. The Covenantor and the Agency have previously entered into a Promissory Note in the principal amount of Forty Five Thousand Dollars (\$45,000) (the "Note Amount"), a Deed of Trust, and a Declaration of Covenants, Conditions and Restrictions for Property. The Covenantor and the Agency are concurrently entering into an Amended and Restated Promissory Note (the "Promissory Note") by which the Covenantor can receive forgiveness of Three Thousand Dollars (\$3,000) per year for each year that Covenantor complies with this Declaration. The original deed of trust is being reconveyed, and the Covenantor is entering into an Amended and Restated Deed of Trust (the "Deed of Trust") securing the Promissory Note.

D. In order to maintain consistency among the documents governing the relationship between the Agency and the Covenantor with respect to the Property, the Agency and the Covenantor desire to release the existing Declaration of Covenants, Conditions and Restrictions for Property and to enter into this Declaration.

E. The Agreement provides for the execution and recordation of this document. Except as otherwise expressly provided in this Declaration, all terms shall have the same meanings as set forth in the Agreement. References to "Attachments" shall refer to attachments to the Agreement.

NOW, THEREFORE, THE AGENCY AND THE COVENANTOR AGREE AS FOLLOWS:

ARTICLE 1. DEFINITIONS

The following terms shall have the following meanings in this Declaration:

Section 1.1 "Affordable Housing Unit" shall mean each of the six (6) dwelling units on the Property available to, occupied by, or held vacant for occupancy only by Qualified Very Low Income Households and rented at Affordable Rent.

Section 1.2 "Affordable Rent" means a monthly rent, including a reasonable utility allowance, which does not exceed the lesser of (i) that amount equal to one-twelfth (1/12) of thirty percent (30%) of forty percent (40%) of the Orange County annual median income for a three (3) person household, or (ii) the maximum allowable rent calculated in accordance with the HOME contract and HOME Regulations 24 CFR 92.252. Allowances for tenant-paid utilities shall be based on the "Utility Rate Schedule" established for the Orange County Housing Authority's Section 8 Rental Assistance Program, and if the Section 8 Rental Assistance Program no longer exists, a comparable Utility Rate Schedule reasonably acceptable to the Covenantor and the Agency.

Section 1.3 "Agency" shall mean the Placentia Redevelopment Agency, a community redevelopment agency organized and existing under the Community Redevelopment Law, Health and Safety Code Section 33000, et seq.

Section 1.4 "Agreement" shall mean the Housing Rehabilitation Agreement dated as of November 14, 1995 by and between the Agency and OCCHC.

Section 1.5 "City" shall mean the City of Placentia, a California municipal corporation.

Section 1.6 "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Property.

Section 1.7 "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City,

or any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Owner, or the Property.

Section 1.8 "HOME Contract" shall mean Contract No. EC41712 by and between the Owner and the County of Orange providing for financial assistance to Owner from the County's HOME Program Funds in connection with the acquisition and operation of the Property.

Section 1.9 "HOME Program" shall mean the HOME Investment Partnership Act, 42 U.S.C. §12701, et seq. as it now exists and as may hereafter be amended.

Section 1.10 "HOME Regulations" shall mean the implementing regulations of the HOME Program set forth at 24 CFR 92 as they now exist and as may hereafter be amended.

Section 1.11 "Improvements" shall mean the Affordable Housing Units and appurtenant improvements which are located upon the Property.

Section 1.12 "Low Income Household" shall mean those households whose annual gross income does not exceed eighty percent (80%) of Orange County Median Income adjusted for family size as determined by HUD pursuant to Section 8 of the U.S. Housing Act of 1937, as amended or Section 50079.5 of the California Health and Safety Code. If such Low Income standards are no longer published, Low Income Household shall mean a comparable calculation of the Low Income adjusted by actual household size for households in Orange County, California, reasonably acceptable to the Covenantor and the Agency.

Section 1.13 "OCCHC" or "Covenantor" shall mean Orange County Community Housing Corporation, a California nonprofit public benefit corporation.

Section 1.14 "Property" shall mean those two (2) parcels of real property located within the City of Placentia commonly known as 415 and 421 Ramona Street, each improved with an existing three (3) unit apartment complex, and particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein.

Section 1.15 "Qualified Very Low Income Household" shall mean those households whose annual gross income does not exceed forty percent (40%) of Orange County Median Income adjusted for family size as determined by HUD pursuant to Section 8 of the U.S. Housing Act of 1937, as amended or Section ____ of the California Health and Safety Code. If such median income standards are no longer published, Orange County Annual Median Income shall mean a comparable calculation of the median gross income adjusted by actual household size for households in Orange County, California, reasonably acceptable to the Covenantor and the Agency.

Section 1.16 "Rehabilitation" shall mean the rehabilitation of the Property which is required pursuant to the Agreement.

Section 1.17 "Rehabilitation Loan" shall mean the loan in the amount of Forty Five Thousand Dollars (\$45,000) which has previously been disbursed by the Agency to the Owner subject to the terms and conditions of the Agreement.

Section 1.18 "Term" shall mean the period commencing upon the Date Of This Agreement by the Agency and ending on the forty-fifth (45th) anniversary date thereof.

Section 1.19 "Very Low Income Household" shall mean those households whose annual gross income does not exceed fifty percent (50%) of Orange County Median Income adjusted for family size as determined by HUD pursuant to Section 8 of the U.S. Housing Act of 1937, as amended or Section 50105 of the California Health and Safety Code. If such Very Low Income standards are no longer published, Very Low Income Household shall mean a comparable calculation of the Very Low Income adjusted by actual household size for households in Orange County, California, reasonably acceptable to the Covenantor and the Agency.

ARTICLE 2. USE OF PROPERTY

Section 2.1 **Permitted Uses.** The Covenantor covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that throughout the Term, the Covenantor, such successors and assignees, shall use, maintain, and operate the Property as specified in the Agreement and this Declaration. Throughout the Term, the Covenantor covenants and agrees to make available, restrict occupancy to and rent each of the dwelling units on the Property as Affordable Housing Units at an Affordable Rent as set forth in Section 2.2 herein. All uses conducted on the Property, including without limitation, all activities undertaken by the Covenantor pursuant to the Agreement, shall conform to all applicable provisions of the City Municipal Code and all other Governmental Requirements.

None of the dwelling units on the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home. The Covenantor shall not convert the Property to condominium ownership during the Term without the prior written approval of the Agency and the City, which approval the Agency and the City may grant, withhold or deny in their sole and absolute discretion.

Section 2.2 **Affordable Housing.** Throughout the Term, the Covenantor shall devote each of the units located on the Property as Affordable Housing Units which shall be rented and occupied by or, if vacant available for rental and occupancy by, Qualified Very Low Income Households. Prior to leasing an Affordable Housing Unit and annually thereafter in accordance with Section 2.4 hereof, Covenantor shall verify the income eligibility of the tenant applicant in order to assure compliance with the rent and occupancy restrictions and monitoring requirements of this Agreement. The Covenantor shall, upon request by the Agency, complete such income verification on forms provided by the Agency. The Covenantor agrees to first make available the residing in units located on the Property as of the date of the Agreement.

Section 2.3 **Selection of Tenants.** Covenantor shall be solely responsible for obtaining and selecting tenants for the Affordable Housing Units. Covenantor shall keep a waiting list of prospective tenants at all times during the Term. Covenantor may request assistance from the Agency staff in obtaining eligible tenants, and the Agency staff shall use

reasonable efforts to provide such assistance, subject to available resources, with the amount and type of such assistance at the sole discretion of the Agency staff.

Section 2.4 Income of Tenants. Prior to the rental of an Affordable Housing Unit to a tenant, and annually thereafter, Covenantor shall submit to the Agency a completed income computation and certification form certifying that the proposed or current tenant leasing the Affordable Housing Unit meets the income requirements established for Qualified Very Low Income Households. Covenantor shall verify the income certification of the tenant in one or more of the following methods as appropriate:

(1) Obtain two (2) paycheck stubs from the tenant's two (2) most recent pay periods;

(2) Obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed;

(3) Obtain an income verification certification from the employer of the tenant;

(4) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies; or

(5) Obtain an alternate form of income verification reasonably requested by the Agency staff.

Section 2.5 Determination of Affordable Rent. Each Affordable Housing Unit shall at all times during the Term be rented at an Affordable Rent, as provided herein. The maximum monthly rent, including a reasonable utility allowance ("Affordable Rent") for each Affordable Housing Unit shall not exceed the lesser of (i) that amount equal to one-twelfth (1/12) of thirty percent (30%) of forty percent (40%) of the Orange County annual median income for a three (3) person household, or (ii) the maximum allowable rent in accordance with the HOME Contract, and HOME Regulations 92.252. Allowances for tenant-paid utilities shall be based on the "Utility Rate Schedule" established for the Orange County Housing Authority's Section 8 Rental Assistance Program, and if the Section 8 Rental Assistance Program no longer exists, a comparable Utility Rate Schedule reasonably acceptable to the Covenantor and the Agency.

"Orange County Annual Median Income" shall mean the median gross income adjusted by actual household size for households in Orange County, California, as published from time to time pursuant to Section 8 of the United States Housing Act of 1937 and Section 50093 of the California Health and Safety Code. If such median income standards are no longer published, Orange County Annual Median Income shall mean a comparable calculation of the median gross income adjusted by actual household size for households in Orange County, California, reasonably acceptable to the Covenantor and the Agency.

The Agency will review and approve the Affordable Rents proposed by the Covenantor for each of the Affordable Housing Units together with the monthly allowances proposed by the Covenantor for utilities and services to be paid by the tenant. The Covenantor must reexamine

the income of each tenant household living in the Affordable Housing Units annually. The maximum monthly rent must be recalculated by the Covenantor and reviewed and approved by the Agency annually, and may change as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in rents for the Affordable Housing Units is subject to the provisions of outstanding leases. The Covenantor must provide tenants of those units not less than thirty (30) days prior written notice before implementing any increase in rents.

Section 2.6 Increases in Tenant Income. The units on the Property shall continue to qualify as Affordable Housing Units as required in this Declaration despite increases in the incomes of existing tenants so long as all vacancies are filled by Qualified Very Low Income Tenants and the rent charged to the existing tenants are in accordance with this section. A tenant who qualifies as a Qualified Very Low Income Household prior to occupancy of an Affordable Housing Unit in compliance with this Declaration shall be deemed to continue to be so qualified until such time as reverification of such tenant's income demonstrates that such tenant no longer qualifies as a Qualified Very Low Income Household. A Tenant occupying an Affordable Housing Unit who ceases to qualify as a Qualified Very Low Income Household, but qualifies as a Very Low Income Household or Low Income Household may continue to occupy his or her existing Affordable Housing Unit and be charged rent equal to the lesser of the Affordable Rent calculated pursuant to Section 50053 of the California Health and Safety Code for such income group, or the allowable rent under the HOME Contract. A tenant occupying an Affordable Housing Unit whose income exceeds the qualifying limit for a Low Income Household may continue to occupy his or her unit and be charged rent including a reasonable utility allowance, equal to the lesser of thirty percent (30%) of the household's adjusted monthly income, recertified annually, or the allowable rent under the HOME Contract.

Section 2.7 Lease Requirements. The Covenantor shall enter into a written lease, in a form approved by the Agency, with each tenant of an Affordable Housing Unit. The Lease shall identify by name all permitted occupants, both adults and minors, occupying the Affordable Housing Unit. The Lease shall include the tenant protections required by the HOME Regulations.

Section 2.8 Non-Discrimination Covenants. Covenantor by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Covenantor itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

Covenantor and its successors and assigns, shall refrain from restricting the rental or lease (if permitted by the Agency) or sale of the Property on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **In Deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them,

that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **In Leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

Section 2.9 **Monitoring.** To the extent permitted by law, representatives of the Agency shall be entitled to enter the Property, upon reasonable notice and to the extent permissible under the law, to monitor compliance with this Agreement. Representatives of the Agency shall be entitled to inspect the books and records of Covenantor with respect to the Affordable Housing Units.

ARTICLE 3. OPERATION AND MANAGEMENT OF THE PROJECT

Section 3.1 **Compliance With Agreement.** Covenantor shall comply with all the terms and provisions of the Agreement.

Section 3.2 **Taxes and Assessments.** The Covenantor shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, withholding, sales and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, Covenantor shall have the right to contest in good faith, any such taxes, assessments or changes. Covenantor shall not apply for or receive any exemption from the payment of property taxes or assessments or any interest in or to the Property.

Section 3.3 **Long Term Management of the Project.** The Agency is interested in the long term management and operation of the Property and in the qualifications of any person or entity retained by the Covenantor for that purpose (the "Property Manager"). Therefore, during the Term the Agency may from time to time review and evaluate the identity and performance of the Property Manager of the Property as it deems appropriate. If the Agency determines that the performance of the Property Manager is deficient based upon the standards and requirements set forth in the Agreement and this Declaration, the Agency shall provide notice to the Covenantor

of such deficiencies and the Covenantor shall use its best efforts to correct such deficiencies. Upon an Event of Default by the Property Manager, the Agency shall have the right to require the Covenantor to immediately remove and replace the Property Manager with another property manager or property management company who is reasonably acceptable to the Agency, and who has not less than five (5) years experience in property management, including experience managing multifamily residential developments of the size, quality and scope of the Property. Notwithstanding the designation and approval of a replacement property manager, the Covenantor shall remain liable for the management, maintenance and operation of the Property in accordance with the requirements herein.

Section 3.4 Capital Replacement Reserve. The Covenantor shall also, or shall cause the Property Manager to, annually set aside not less than one and one-half percent (1-1/2 %) of the gross rents received from the Property into a reserve account (the "Capital Replacement Reserve"). Funds in the Capital Replacement Reserve shall be separately accounted for and shall be used for capital replacements to the Property's fixtures and equipment which are normally capitalized under generally accepted accounting principles. As capital repairs and improvements of the Property become necessary, the Capital Replacement Reserve shall be the first source of payment therefor; provided, however, that the Covenantor may first use other funds for payment of capital repairs and improvements exceeding Two Thousand Five Hundred Dollars (\$2,500) with the prior consent of the Agency's Director, which approval shall not be unreasonably withheld. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the Covenantor of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Projects in the manner prescribed herein. Not less than once per year, Covenantor, at its expense, shall submit to the Agency an accounting for the Capital Replacement Reserve.

Capital repairs to and replacement of the Property shall include only those items with a long useful life, including without limitation the following:

- (a) Carpet and drape replacement;
- (b) Appliance replacement;
- (c) Exterior painting; including exterior trim;
- (d) Hot water heater replacement;
- (e) Plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets;
- (f) Air conditioning and heating replacement;
- (g) Asphalt repair and replacement, and seal coating;
- (h) Roofing repair and replacement;
- (i) Landscape tree replacement and irrigation pipe and controls replacement;

- (j) Gas line pipe replacement;
- (k) Lighting fixture replacement;
- (l) Elevator replacement and upgrade work;
- (m) Miscellaneous motors and blowers; and
- (n) Common area furniture replacement and common area repainting.

ARTICLE 4. OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 4.1 **Maintenance of Property.** The Covenantor shall, at its sole cost and expense, maintain and repair the Property keeping the same in good condition and making all repairs as they may be required by this Declaration and by all applicable Municipal Code and other Government Requirements.

Section 4.2 **Maintenance and Replacement.** The Covenantor shall maintain the Property in good repair and working order, and in a safe, decent and sanitary condition, including the walkways, driveways, alleyways and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements in order to keep the Property in a safe, decent and sanitary condition.

Section 4.3 **Interior Maintenance.** Covenantor shall maintain the interior of the Affordable Housing Units including carpet, drapes, and paint, in clean and habitable condition.

Section 4.4 **Exterior Building Maintenance.** All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. All graffiti and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed within seventy-two (72) hours of their creation or within seventy-two (72) hours after notice to Covenantor.

Section 4.5 **Landscaping.** All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the Agency and shall be maintained in good condition in accordance with such standards.

No improperly maintained landscaping shall be visible from public rights of way, including: (1) no lawns with grasses in excess of six inches in height; (2) no untrimmed hedges; (3) no trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance; (4) no trees and shrubbery grown uncontrolled without proper pruning; (5) no vegetation so overgrown as to be likely to harbor rats or vermin; (6) no dead, decayed or diseased trees, weeds and other vegetation.

No yard areas shall be left unmaintained, including: (1) no broken or discarded furniture, appliances and other household equipment stored in yard areas for periods

exceeding one week; (2) no packing boxes, lumber, trash, dirt and other debris stored in yards for periods exceeding one week in areas visible from public property or neighboring properties; (3) no unscreened trash cans, bins or containers stored for unreasonable periods in areas visible from public property or neighboring properties; and (4) no vehicles parked or stored in other than approved parking areas.

Section 4.6 Damage and Destruction – Covenantor's Duty to Rebuild. If all or any portion of the Property and the Improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Covenantor to rebuild, repair or construct said portion of the Property and/or the Improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 4.6, Covenantor shall keep the Improvements on the Property insured by carriers at all times satisfactory to Agency against loss by fire, rent loss and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the improvements. In the event of loss, Covenantor shall give prompt notice to the insurance carrier and the Agency.

If the Property is abandoned by the Covenantor, or if Covenantor fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Covenantor that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Property to the sums secured by the Deed of Trust securing the Rehabilitation Loan.

Upon damage to the Property or the Improvements thereon, the Covenantor shall be obligated to proceed with all due diligence hereunder and commence and complete reconstruction within one year after damage occurs, unless prevented by causes beyond its reasonable control.

ARTICLE 5. COVENANTS

Section 5.1 Term. The provisions of this Declaration shall apply to the Property, even if the Promissory Note is paid or forgiven in full, throughout the Term. The covenants against discrimination shall run in perpetuity. This Agreement shall bind any successor, heir or assign of the Covenantor, whether a change in interest occurs voluntarily or involuntarily, by operation or law or otherwise, with or without the approval of the Agency, except as expressly released by the Agency.

Section 5.2 Covenants For Benefit of City and Agency. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency and the City and such covenants shall run in favor of the Agency and the City for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency or the City is or remains an owner of any land or interest therein to which such covenants relate.

Section 5.3 Covenants to Run With the Land. The covenants and restrictions set forth in this Declaration shall run with the land, and shall bind all successors in title to the

Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the Agency expressly releases such conveyed portion of the Property from the requirements of this Declaration.

ARTICLE 6. ENFORCEMENT AND REMEDIES

Section 6.1 Remedies. In the event of default or breach of any of the terms of conditions of this Declaration by Covenantor, its heirs, executors, administrators or assigns, Agency and the City may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance.

Section 6.2 Rights of the Agency and the City. The Agency and the City have the right to enforce all of the provisions of this Declaration. This Declaration does not in any way infringe on the right or duties of the City to enforce any of the provisions of the Municipal Code including, but not limited to, the abatement of dangerous buildings. In addition to the general rights of enforcement, the City shall have the right, through its agents and employees, to enter upon any part of the Property for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities.

Section 6.3 Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be an constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 6.4 Right of Entry. The Agency and the City have the right of entry at reasonable hours and upon and after reasonable attempts to contact Covenantor or Property Manager, to effect emergency repairs or maintenance which the Covenantor or Property Manager has failed to perform. Subsequent to sixty (60) days written notice to the Covenantor or Property Manager specifically outlining the noncompliance, the Agency or the city shall have the right of entry at reasonable hours to enforce compliance with this Declaration which the Covenantor or Property Manager has failed to perform.

Section 6.5 Costs of Repair. The costs borne by the Agency and the City of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Covenantor shall be responsible; and may, if unpaid, be assessed as a lien against the Property.

Section 6.6 Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6.7 Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE 7. MISCELLANEOUS PROVISIONS

Section 7.1 **Covenants Do Not Impair Lien.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Declaration shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest.

Section 7.2 **Conflict with Other Laws; Severability.** In the event that any provision of this Declaration is found to be contrary to applicable law or the Agreement, then the contrary provisions of this Declaration shall be deemed to mean those provisions which are enforceable and consistent with such laws and policies. The remaining portions of this Declaration shall be deemed modified in a manner which is consistent with the goals and intent of this Declaration to provide housing at an affordable housing cost to low- and moderate-income households.

Section 7.3 **Notices, Demands and Communications.** Written notices, demands and communications between the Covenantor and the Agency shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested; by reputable delivery service, with a delivery receipt; or by personal delivery, with a delivery receipt, as follows:

Covenantor: Orange County Community Housing Corporation
1833 East 17th Street, Suite 207
Santa Ana, California 92701
Attention: Executive Director

Agency: Placentia Redevelopment Agency
401 East Chapman Avenue
Placentia, California 92670
Attention: Executive Director

Such addresses for notice may be changed from time to time upon notice to the other party. Any written notice, demand or communication shall be deemed received on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Agency and Covenantor have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized as of the Date of This Agreement.

"AGENCY"

PLACENTIA REDEVELOPMENT AGENCY, a
public body, corporate and politic

Dated: November 14, 1995.

By: _____
Chairman

ATTEST:

Agency Secretary

APPROVED AS TO FORM:

Stradling, Yoca, Carlson & Rauth,
Agency Special Counsel

"COVENANTOR"

ORANGE COUNTY COMMUNITY HOUSING
CORPORATION, a California nonprofit
corporation

Dated: October 27, 1995.

By: _____
Executive Director

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS FOLLOWS:

LOTS 66 AND 67 IN BLOCK "A" OF BRADFORD RESUBDIVISION OF BLOCKS "II" AND "I" OF THE TOWNSITE OF PLACENTIA, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 65 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING FROM SAID LAND, ALL OIL, GAS, OTHER HYDROCARBONS AND OTHER MINERALS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT AS HEREINAFTER LIMITED, TO DRILL, REDRILL, DEEPEN, COMPLETE, MAINTAIN WELL HOLES UNDER THROUGH AND BEYOND, AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY, EXCEPT BENEATH A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY, AS RESERVED IN THE DEED FROM THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, A CORPORATION SOLE, RECORDED JUNE 23, 1976 IN BOOK 11784, PAGE 827 OF OFFICIAL RECORDS.

AMENDED AND RESTATED
PROMISSORY NOTE

\$45,000.00

_____, 2011
Placentia, California

FOR VALUE RECEIVED, ORANGE COUNTY COMMUNITY HOUSING CORPORATION, a California nonprofit public benefit corporation (the "Maker"), promises to pay to the **PLACENTIA REDEVELOPMENT AGENCY**, a public body, corporate and politic (the "Agency"), or order at the Agency's office at 401 East Chapman Avenue, Placentia, California 92670, or such other place as the Agency may designate in writing, the principal sum of Forty-Five Thousand Dollars (\$45,000.00) or so much thereof as may be advanced by Agency to the Maker pursuant to that certain Housing Rehabilitation Agreement dated November 14, 1995 between the Maker and the Agency (the "Agreement"). The total sum of the amounts disbursed by the Agency to the Maker hereunder shall constitute the "Note Amount". All sums payable hereunder shall be payable in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Amended and Restated Promissory Note (the "Promissory Note") amends and restates that certain Promissory Note dated November 14, 1995. The rights and obligations of the Maker and the Agency under this Promissory Note shall be governed by the Agreement and by the additional terms set forth in this Promissory Note. All capitalized terms unless otherwise defined herein shall have the same meaning as set forth in the Agreement.

2. **Disbursements.** The Note Amount has been previously disbursed and used for rehabilitation of 415 and 421 Ramona Street in the City of Placentia, Orange County, State of California (the "Property").

3. **Interest.** The Note Amount shall bear no interest, except upon the Event of Default by the Maker as defined in Section 501 of the Agreement. In the Event of Default, interest shall accrue on the unpaid principal balance of this Promissory Note at the rate of ten percent (10%) per annum compounded annually from the date of the Event of Default as determined by the Agency until the Promissory Note is paid or forgiven in full; provided, however, if such rate of interest may not be collected under applicable law, interest shall accrue on the unpaid principal balance of this Promissory Note at the highest rate permitted under the laws of the State of California.

4. **Term.** This Promissory Note shall be for a fifteen (15) year term.

5. **Repayment of Note Amount.** For every year that the Maker maintains the Property as affordable housing in accordance with the Amended and Restated Declaration of Conditions, Covenants and Restrictions for Property (the "Declaration"), the Agency shall forgive Three Thousand Dollars (\$3,000) of the Note Amount. If in any year, the Maker has not maintained the Property as affordable housing in accordance with the Declaration, the Maker shall make a payment of principal in the amount of Three Thousand Dollars (\$3,000).

Notwithstanding the foregoing, however, the total amount of the unforgiven principal, interest and any other amounts owed under this Promissory Note shall become immediately due and payable at the election of the Agency upon an Event of Default by the Maker under the Agreement, the Deed of Trust securing this Promissory Note, the Declaration of Covenants, Conditions and Restrictions, or this Promissory Note, which has not been cured within the period of time set forth in those documents. Failure to declare such amounts due shall not constitute a waiver on the part of the Agency to declare them due subsequently.

6. **Security.** This Promissory Note is secured by a Deed of Trust dated the same date as this Promissory Note.

7. **Waivers.**

(a) Maker waives presentment for payment, demand, protest and notices of dishonor and protest; the benefits of all waivable exemptions; and all defenses and pleas on the ground of any extension(s) of payment or of any due date under this Promissory Note, in whole or in part, whether before or after maturity with or without notice.

(b) Maker expressly agrees that this Promissory Note or any payment hereunder may be extended from time to time at the Agency's sole discretion and that the Agency may accept security in consideration for any such extension or release any security for this Promissory Note at its sole discretion all without in any way affecting the liability of the Maker.

(c) No extension of time for payment of this Promissory Note made by agreement by the Agency with any person now or hereafter liable for the payment of this Promissory Note shall operate to release, discharge, modify, change or affect the original liability of the Maker under this Promissory Note, either in whole or in part.

(d) The obligations of the Maker under this Promissory Note shall be absolute and the Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Promissory Note for any reasons whatsoever.

8. **Attorneys' Fees and Costs.** Maker agrees that if any amounts due under this Promissory Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Promissory Note, whether or not suit is filed.

9. **Joint and Several Obligation.** This Promissory Note is the joint and several obligation of all makers, sureties, guarantors and endorser, and shall be binding upon them and their heirs, successors and assigns.

10. **Prepayment.** Maker shall have the right to prepay without penalty the obligation evidenced by this Promissory Note or any part thereof.

11. **Amendments and Modifications.** This Promissory Note may not be changed orally, but only by an amendment in writing signed by the Maker and by the Agency.

12. **Agency May Assign.** Agency may, at its option, assign its right to receive payment under this Promissory Note without necessity of obtaining the consent of the Maker.

13. **Maker Assignment Prohibited.** Except in connection with transfers permitted pursuant to Section 604 of the Agreement, in no event shall the Maker assign or transfer any portion of this Promissory Note without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion.

MAKER:

**ORANGE COUNTY COMMUNITY
HOUSING CORPORATION**, a California
nonprofit public benefit corporation

Dated: _____, 2011

By: _____

Name: _____

Its: Executive Director

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Placentia Redevelopment Agency
401 East Chapman Avenue
Placentia, California 92670
Attention: Executive Director

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDED AND RESTATED
DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS AMENDED AND RESTATED DEED OF TRUST AND ASSIGNMENT OF RENTS is made as of the ____ of _____, 2011, by and among **ORANGE COUNTY COMMUNITY HOUSING CORPORATION**, a California nonprofit public benefit corporation (the "Trustor"), whose address is 1833 East 17th Street, Suite 207, Santa Ana, California 92701, **FIRST AMERICAN TITLE COMPANY**, a California corporation (the "Trustee"), whose address is 114 East Fifth Street, Santa Ana, California 92710, and the **PLACENTIA REDEVELOPMENT AGENCY**, a public body, corporate and politic (the "Beneficiary"), whose address is 401 East Chapman Avenue, Placentia, California 92670.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, **IN TRUST, WITH POWER OF SALE**, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the property located in the City of Placentia, County of Orange, State of California, that is described in Exhibit A, attached hereto and by this reference incorporated herein (the "Property");

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively, the "rents"), provided that so long as Trustor is not in default hereunder, it shall be permitted to collect rents and operate the Project, as hereinafter defined, in accordance with the requirements of that certain Housing Rehabilitation Agreement entered into between Trustor and the Beneficiary as of November 14 , 1995 (the "Agreement"), which Agreement is on file with the Beneficiary as a public record and is incorporated by reference herein;

TOGETHER WITH all interests, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including, without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property, including, without limitation, all fixtures, attachments, appliances, furnishings, equipment and machinery (whether fixed or movable) and other articles (including, in each instance, improvements, restorations, replacements, repairs, additions, accessions or substitutions thereto or therefor);

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

All of the foregoing, together with the Property, is herein referred to as the "Security".

FOR THE PURPOSE OF SECURING:

1. Repayment of the Rehabilitation Loan of Forty-Five Thousand Dollars (\$45,000.00) or as much thereof as is disbursed from the Beneficiary to the Trustor according to and as set forth in the certain Amended and Restated Promissory Note from Trustor to Beneficiary dated _____, 2011;

2. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period and upon fifteen (15) business days notice to the Trustor, with interest thereon as provided herein;

3. Payment of such additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, when evidenced by a promissory note or notes or other documents reciting that they are secured by this Deed of Trust; and

4. Performance of every material obligation, covenant or agreement of Trustor contained herein or the Promissory Note or Housing Rehabilitation Agreement (and any amendments thereto).

ARTICLE I DEFINITIONS

1. "Agreement" means that Housing Rehabilitation Agreement entered into by and among Trustor and the Beneficiary hereof, dated as of November 14, 1995; said Agreement (a copy of which is on file with the Beneficiary at the address stated above, and including all of its attachments) is incorporated herein by reference.

2. "Expiration Date" means the date upon which the Rehabilitation Loan amount due pursuant to the Promissory Note, has been paid or forgiven in full, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied.

3. "Improvements" means the two (2) apartment buildings each with three (3) units which are located on the Property, together with all appurtenant improvements.

4. "Mortgage" means any permanent or long-term loan (other than a loan by an entity related to or controlled by the Trustor), or any other financing device (including without limitation deeds of trust) the proceeds of which are used in the construction of the Improvements, which loan is secured by a security interest in the Trustor's interest in the Improvements.

5. "Project" means the "Property" and the "Improvements", together with all additions, improvements, restorations and replacements thereof, and together with the items set forth in the sixth paragraph hereof.

6. "Promissory Note" means the Amended and Restated Promissory Note of even date herewith from Trustor in favor of Beneficiary evidencing Trustor's contingent obligation to repay the Rehabilitation Loan or to earn forgiveness of the Rehabilitation Loan.

7. "Property" means the real property referred to in Exhibit A attached hereto.

8. "Security" means the Property and the Improvements.

9. "Standards" means those standards of rehabilitation and operation required by the Agreement.

10. "Trustor" means Orange County Community Housing Corporation, a California nonprofit public benefit corporation, and each of its transferees and successors in interest. Where an obligation is created herein binding upon Trustor, the obligation shall be joint and several and shall also apply to and bind any transferees or successors in interest. Where the

terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee.

Unless the context clearly otherwise requires, any capitalized term used herein and not defined herein shall have the meaning given to it under the Agreement (and any amendments thereto).

ARTICLE II
MAINTENANCE AND MODIFICATION OF THE PROJECT AND SECURITY;
RELEASE UPON PAYMENT

Section 2.1 Maintenance and Modification of the Project by Trustor. The Trustor agrees that at all times prior to the Expiration Date, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept in a condition conforming to the Standards and with only those uses allowed by the Agreement. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Project.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of completion upon completion of construction of any part of the Security, diligently file or procure the filing of a notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof.

Section 2.2 Release of Security. Upon its receipt of the repayment of all amounts due under the Promissory Note or forgiveness of the principal amount of the Promissory Note in accordance with the terms of the Promissory Note, and all amounts secured by this Deed of Trust, and provided that the Trustor is not in default under the Agreement, the Beneficiary shall, upon the request of the Trustor, deliver to the Trustor such instruments as are reasonably necessary to confirm the release of the Security from the lien of this Deed of Trust.

ARTICLE III
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges. Trustor shall pay, or cause to be paid prior to delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor

maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1 in accordance with generally accepted accounting principles.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay any such item within seven (7) business days of the earlier of the receipt or mailing of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted under Section 1(2) of Article XV of the California Constitution, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor hereby agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

(a) Trustor agrees to provide insurance for the Security of the kind and in the amounts required by the Agreement.

(b) All such insurance policies and coverages (i) shall be maintained at Trustor's sole cost and expense so long as any part of the amounts secured by its Deed of Trust have not been paid; (ii) shall be with insurers of recognized responsibility, and in form and substance satisfactory to the Beneficiary, (iii) shall name Beneficiary as additional insured, and (iv) shall contain a provision to the effect that the insurer shall not cancel the policy or modify it materially and adversely to the interests of Beneficiary without first giving at least thirty (30) days' prior written notice thereof. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to the Expiration Date.

Section 3.3 Advances. In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Project in good repair and operating condition, the Beneficiary may (but shall be under no obligation to) take out the required policies of insurance and pay the premium on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and, provided that the Beneficiary provides ten (10) business days' notice to the Trustor all amounts so advanced therefore by the Beneficiary shall become an additional obligation of the Trustor to the Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the maximum rate permitted by Section 1(2) of Article XV of the California Constitution.

ARTICLE IV DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Damage and Destruction. If, prior to the Expiration Date, the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, the Trustor shall if feasible (a) cause any insurance proceeds arising from insurance referred to in Section 3.2 hereof and any other coverage acquired by the Trustor to be used to promptly rebuild

and replace the Project, and (b) repair and replace the Project as necessary to bring the Project into conformity with the Standards; provided that such covenants shall be subordinate to the provisions of all senior obligations to which this Deed of Trust is subordinate. There shall be no abatement in, and Trustor shall be obligated to continue to pay, the amounts payable under the Promissory Note and this Deed of Trust.

Section 4.2 Condemnation. Subject to the provisions of senior obligations to which this Deed of Trust is subordinate, if title to or any interest in or the temporary use of the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, including any proceeding or purchase in lieu thereof, the proceeds as a result of such taking shall be paid as provided by the law of the State of California.

ARTICLE V REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE TRUSTOR

Section 5.1 Defense of the Title. The Trustor covenants that it is lawfully seized and possessed of title in fee simple to the Property, that it has good right to sell, convey or otherwise transfer or encumber the same, and that the Trustor, for itself and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Beneficiary, its successors and assigns, against the claims of all persons whomsoever, excepting only encumbrances approved by the Beneficiary.

Section 5.2 Inspection of the Project. The Trustor covenants and agrees that at any and all reasonable times and upon reasonable notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Property.

ARTICLE VI AGREEMENTS AFFECTING THE PROJECT; FURTHER ASSURANCES; PAYMENT OF THE NOTE AMOUNT

Section 6.1 Other Agreements Affecting Project. The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Agreement or any other agreement of any nature whatsoever now or hereafter involving or affecting the Property or any part thereof.

Section 6.2 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Beneficiary, the Trustor shall make, execute and deliver, or cause to be made, executed and delivered, to the Beneficiary and, where appropriate, cause to be recorded and/or filed, and from time to time thereafter to be recorded and/or filed, at such time and in such offices and places as shall be deemed desirable by the Beneficiary, any and all such other and further deeds of trust, security agreements, financing statements respecting personal property, instruments of further assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete or perfect,

or to continue and preserve, (a) the obligations of the Trustor under this Deed of Trust, and (b) the lien of this Deed of Trust as a lien prior to all liens except those obligations which shall be senior obligations pursuant to the provisions of this Deed of Trust. Upon any failure by the Trustor to do so, the Beneficiary may make, execute, record, file re-record and/or refile any and all such deeds of trust, security agreements, instruments, certificates and documents for and in the name of the Trustor, and the Trustor hereby irrevocably appoints the Beneficiary the agent and attorney-in-fact of the Trustor to do so. The lien hereof shall automatically attach, without further act, to all after-acquired property deemed to be part of the Security as defined herein.

Section 6.3 Agreement to Pay Attorney's Fees and Expenses. In the event of an Event of Default hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust, and shall bear interest from the date such expenses are incurred at the maximum rate permitted by Section 1(2) of Article XV of the California Constitution.

Section 6.4 Repayment of the Rehabilitation Loan. The Trustor shall repay to the Beneficiary the Rehabilitation Loan in the amount and by the time set out in the Promissory Note, except to the extent the Rehabilitation Loan amount is forgiven in accordance with the terms of the Promissory Note.

Section 6.5 Subrogation; Payment of Claims. Provided that the Beneficiary gives notice of at least five (5) business days to the Trustor, the Beneficiary shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid by the Beneficiary pursuant to the provisions hereof. If permitted in a Mortgage, the Beneficiary shall have the right to pay and discharge the obligations secured by the Mortgage.

Section 6.6 Operation of the Project. The Trustor agrees and covenants to operate the Project (and, in case of a transfer of the Project, the transferee shall operate the Project) in full compliance with the Agreement.

Section 6.7 Transfer. No sale, transfer, lease, pledge, encumbrance, creation of a security interest in or other hypothecation of the Security shall relieve or release the Trustor from primary liability under this Deed of Trust or the Agreement, as the case may be, except in connection with transfers permitted pursuant to Section 604 of the Agreement.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. The occurrence of any failure of the Trustor to pay the Promissory Note or to perform under this Deed of Trust, and the continuation of said failure for a period of thirty (30) business days, after written notice specifying such failure and

requesting that it be remedied shall have been given to Trustor from the Beneficiary, shall be an "Event of Default" or a "Default" under this Deed of Trust.

Section 7.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Beneficiary, immediately become due and payable without notice or demand which are hereby expressly waived, and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the Security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any Default or notice of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, the Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power of sale. Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to if at its address given herein;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Property is located; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to the Property, including any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.4 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (and the deposit of which shall be deemed to constitute

evidence that the amount of the Promissory Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property, at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the Promissory Note; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 7.5 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under Security, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted herein, or in the Agreement, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements of this Deed of Trust or the Agreement, (v) consents to the filing of any map, plat or replat affecting the Security, (vi) consents to the granting of any easement or other right affecting the Security, or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Security (or a part thereof) or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Trustor and without in any way releasing or discharging any liabilities, obligations or undertakings of the Trustor.

Section 7.8 Suits to Protect the Security. The Beneficiary shall have power (upon ninety (90) days notice to the Trustor) to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security (and the rights of the Beneficiary as secured by this Deed of Trust) by any acts which may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security and in the rents, issues, profits and revenues arising therefrom, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the security thereunder or be prejudicial to the interests of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for the entire amount due and payable by the Trustor under this Deed of Trust at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 8.2 Trustor Waiver of Rights. Trustor hereby acknowledges that it is aware of and has the advice of counsel of its choice with respect to its rights under the Constitution of the United States, including, but not limited to, its rights arising under the Fourth, Fifth, Sixth and Fourteenth Amendments thereto, and the Constitution of the State of California. Trustor agrees that Beneficiary may exercise its rights hereunder in accordance with the provisions hereof, including, but not limited to, the exercise of the power of sale pursuant to Section 7.4 hereof, and Trustor hereby expressly waives and releases its rights under such constitutional provisions with respect thereto, including, but not limited to, its rights, if any, to notice and a hearing upon the occurrence of an Event of Default hereunder; provided, however, nothing contained herein shall be deemed to be a waiver of Trustor's rights to reinstate or redeem this Deed of Trust in accordance with applicable law. Trustor further waives to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisalment before sale of any portion of the Security, (b) all rights of valuation, appraisalment, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies which Trustor may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties.

Section 8.3 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or person legally entitled thereto."

Section 8.4 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by certified mail, postage prepaid, return receipts

requested, by reputable delivery service, with a delivery receipt; or by personal delivery, with a delivery receipt, addressed to the address set forth in the first paragraph of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change. Notice shall be deemed to have been received on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable.

Section 8.5 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 8.6 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.7 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.8 No Merger. If title to the Property shall become vested in the Beneficiary, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary under this Deed of Trust. In addition, upon foreclosure under this Deed of Trust pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Security shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant.

Section 8.9 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.10 Gender and Number. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.11 Nondisturbance Agreement. In the event of any foreclosure of this Deed of Trust or a transfer in lieu of foreclosure, Beneficiary or other transferee shall recognize and not disturb the possession, tenancy, leasehold estate and rights of all tenants and occupants of the Property or any portion thereof, and shall honor and abide by all of the terms, covenants

and conditions of each lease for the remaining balance of the term or extension thereof with the same force and effect as if Beneficiary or such other transferee were the original lessor under the lease; provided, however, that the tenant is not in default under its lease and Beneficiary or such other transferee shall not be (a) liable for any damage, loss or expense arising from any act or omission of any prior lessor (including Trustor) under any lease, (b) subject to any offsets, abatements, rent reductions or defenses which the tenant may be entitled to assert against any prior lessor (including Trustor) under any lease, or (c) liable or responsible for or with respect to the retention, application and/or return to the tenant of any security deposit paid to any prior lessor (including Trustor) under any lease, whether or not still held by any prior lessor (including Trustor), unless and until Beneficiary or such other transferee has actually received for its own account as lessor under the lease the full amount of such security deposit or a credit therefor. Each tenant and occupant of the Property shall, upon any foreclosure of this Deed of Trust or transfer in lieu of foreclosure, be bound to Beneficiary or such other transferee under all of the terms, covenants and conditions of the tenant's lease for the remaining balance of the term thereof or extension thereof, with the same force and effect as if Beneficiary or such other transferee were the original lessor under such lease, and the tenant shall attorn to Beneficiary or such other transferee as its lessor, such attornment to be effective and self-operative without the execution of any further instruments by either party, immediately upon the tenant's receipt of written notice from Beneficiary or such other transferee or from Trustor that title to the Property has vested in Beneficiary or such other transferee. Rent paid by a tenant or occupant to the transferee after receipt of such notice shall be considered to be rental payment under the lease.

Section 8.12 Substitute Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed as recorded and the name and address of the new Trustee.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

**ORANGE COUNTY COMMUNITY
HOUSING CORPORATION**, a California
nonprofit public benefit corporation

Dated: _____, 2011

By: _____

Name: _____

Its: Executive Director

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Deed of Trust and Assignments of Rents thereto dated _____, 2011, from Orange County Community Housing Corporation, as Trustor, to the Placentia Redevelopment Agency, a public body, corporate and politic (the "Agency"), as Beneficiary, is hereby accepted by the undersigned officer or agent on behalf of the Agency pursuant to authority conferred by Resolution No. 93-RA-100 of the Agency adopted on April 6, 1993 and the Agency consents to recordation thereof by its duly authorized officer.

**PLACENTIA REDEVELOPMENT
AGENCY**, a public body, corporate and
politic

Dated: _____, 2011

By: _____
Name: _____
Its: Executive Director

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS FOLLOWS:

LOTS 66 AND 67 IN BLOCK "A" OF BRADFORD RESUBDIVISION OF BLOCKS "II" AND "I" OF THE TOWNSITE OF PLACENTIA, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 65 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING FROM SAID LAND, ALL OIL, GAS, OTHER HYDROCARBONS AND OTHER MINERALS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT AS HEREINAFTER LOOTED, TO DRILL, REDRILL, DEEPEN, COMPLETE, MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND, AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY, EXCEPT BENEATH A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY, AS RESERVED IN THE DEED FROM THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, A CORPORATION SOLE, RECORDED JUNE 23, 1976 IN BOOK 11784, PAGE 827 OF OFFICIAL RECORDS.