



Agenda

May 4, 2010

Placentia City Council

Placentia Redevelopment Agency

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.

Joseph V. Aguirre
Mayor

Constance M. Underhill
Mayor Pro Tem

Scott W. Nelson
Council Member

Greg Sowards
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Chad P. Wanke
City Treasurer

Troy L. Butzlaff, ICMA-CM
City Administrator

Andrew V. Arczynski
City Attorney

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/Redevelopment Agency

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 Agency Board 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, Council and Agency 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 AGENCY BOARD 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. Closed Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Closed Sessions, Closed Sessions are not open to the public.

City of Placentia
401 E Chapman Avenue
Placentia, CA 92870

Phone: (714) 993-8117

Fax: (714) 961-0283

Email: administration@placentia.org

Website: www.placentia.org

EXECUTIVE SESSION AGENDA

May 4, 2010

6:00 p.m. – City Council Caucus Room
401 E. Chapman Avenue

EXECUTIVE SESSION CALLED TO ORDER

ROLL CALL: Councilmember / Agency Member Nelson
Councilmember / Agency Member Sowards
Councilmember / Agency Member Yamaguchi
Mayor Pro Tem / Agency Vice Chairman Underhill
Mayor / Agency Chairman Aguirre

ORAL COMMUNICATIONS

At this time the public may address the City Council and Redevelopment Agency Board of Directors concerning any items on the Executive Session Agenda.

CITY COUNCIL

1. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation - Two (2) Items
3. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
 - a. Property: 321 S Main Street, APN 339-393-09, -10
City Negotiator: Troy Butzlaff
Negotiating Parties: Dayne Wagoner, Edge-SCI
Under Negotiations: Price and Terms of Payment

REDEVELOPMENT AGENCY

4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
 - a. Property: 321 S Main Street, APN 339-393-09, -10
Agency Negotiator: Troy Butzlaff
Negotiating Parties: Dayne Wagoner, Edge-SCI
Under Negotiations: Price and Terms of Payment
 - b. Property: 913 N Bradford Avenue, APN 339-283-19
Agency Negotiator: Troy Butzlaff
Negotiating Parties: Teri Niebuhr
Under Negotiations: Price and Terms of Payment
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REGULAR MEETING AGENDA

CITY COUNCIL AND REDEVELOPMENT AGENCY

May 4, 2010

7:00 p.m. – City Council Chambers
401 E. Chapman Avenue

MEETING CALLED TO ORDER

ROLL CALL: Councilmember / Agency Member Nelson
Councilmember / Agency Member Sowards
Councilmember / Agency Member Yamaguchi
Mayor Pro Tem / Agency Vice Chairman Underhill
Mayor / Agency Chairman Aguirre

INVOCATION: Richard Kryder, Police Chaplin

PLEDGE OF ALLEGIANCE

PRESENTATIONS

- 1. Proclamation Designating the Week of May 3-9, 2010, as “Public Service Recognition Week” in Placentia, California**
Recipient: City Administrator Butzlaff
Presenter: Mayor Aguirre
- 2. Proclamation Designating the Week of May 16-22, 2010, as “National Public Works Week” in Placentia, California**
Recipient: Steve Drinovsky, Public Works Director
Presenter: Mayor Aguirre
- 3. Oral History “Eddie Castro”**
Recipient: Eddie Castro
Presenter: Kathy Frazee, Historical Committee Chairperson

CLOSED SESSION REPORT

CITY ADMINISTRATOR REPORT

ORAL COMMUNICATIONS

At this time the public may address the City Council or the Board of Directors of the Redevelopment Agency concerning any agenda item, which is not a public hearing item or matters within the jurisdiction of the City Council or the Redevelopment Agency Board of Directors.

CITY COUNCIL 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 Member would like formal action on any of the discussed items it will be placed on a future Council Agenda.

CITY COUNCIL AGENDA

Next Ordinance No. 06

Next Resolution No. 24

CONSENT CALENDAR

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 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.

CC 1. Warrant Register for April 21, 2010 through May 4, 2010

Financial Impact: \$686,690.23

Recommended Action: Approve

CC 2. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Recommended Action: Approve

CC 3. Minutes

Regular Meeting – April 20, 2010

Recommended Action: Approve

CC 4. Adopt a Resolution Consenting to the Merger between Republic Services, Inc. and Allied Waste Industries, Inc.

Financial Impact: None

Recommended Action: Adopt **Resolution No. R-2010-** , A Resolution of the City Council of the City of Placentia Consenting to the Merger and Acquisition of Allied Waste Industries, Inc. by Republic Services, Inc.

CC 5. Acceptance of Construction Work for Alta Vista and Rose Drive Intersection Improvement Project

Financial Impact: Expense: \$139,513.51 Budgeted Account 333552-6185 J/L 6101540141-6185 (Construction County Grants). Revenue: \$139,513.51 Account 503552-4210 J/L 6101540141 (Measure M – Growth Management Area and Intersection Improvement Funds)

Recommended Action: Accept the Contract Work by B&T for Construction of the Alta Vista and Rose Drive Intersection Improvement Project in the Total Amount of \$139,513.51; Authorize the City Engineer to File a Notice of Completion with the Orange County Recorder for the Project; Authorize the City Engineer to Release the Retention in Accordance with the Terms of the Contract

PUBLIC HEARINGS

None

OLD BUSINESS

CC 6. Second Reading of an Ordinance Amending Chapter 16.20 of Title 16, Storm Water Runoff and Urban Pollutant Control, of the Placentia Municipal Code

Financial Impact: None

Recommended Action: Second Reading and Adoption of **Ordinance No. O-2010-04**, An Ordinance of the City Council of the City of Placentia, California, Amending Chapter 16.20 of Title 16 of the Placentia Municipal Code Pertaining to Storm Water Runoff and Urban Pollutant Control

CC 7. Second Reading of an Ordinance Adding a New Chapter 1.18 of the Placentia Municipal Code Pertaining to Design-Build Contracts

Financial Impact: None

Recommended Action: Second Reading and Adoption of **Ordinance No. O-2010-05**, An Ordinance of the City Council of the City of Placentia, California, Adding a New Chapter 1.18 of the Placentia Municipal Code Pertaining to Design-Build Contracts

NEW BUSINESS

None

CITY COUNCIL REQUESTS

Councilmembers may make requests or ask questions of staff. If a Councilmember would like to have formal action taken on a requested matter, it will be placed on a future Council Agenda.

REDEVELOPMENT AGENCY AGENDA

Next Resolution No. 02

CONSENT CALENDAR

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 Redevelopment Agency or Executive Director 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.

RA 1. Warrant Register for April 21, 2010 through May 4, 2010

Financial Impact: \$18,065.22

Recommended Action: Approve

RA 2. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Recommended Action: Approve

RA 3. Minutes

Regular Meeting – April 20, 2010

Recommended Action: Approve

PUBLIC HEARINGS

RA 4. Disposition and Development Agreement for Agency Owned Property at 913 N Bradford Avenue

Financial Impact: Revenue: \$105,000 to RDA Low and Moderate Housing Fund for Fiscal Year 2010-2011

Recommended Action:

1. Open the Public Hearing, Receive Public Testimony, and Close the Public Hearing;
2. Receive the Health and Safety Code 33433 Report; and,
3. Approve the Disposition and Development Agreement, as Approved to Form by the Agency Counsel, with Placentia Presbyterian Church, a California Non-Profit Corporation, DBA Homeless Intervention and Shelter House (H.I.S. House) Related to Agency-owned Property at 913 N. Bradford Avenue; and,
4. Authorize the Executive Director to Initiate Actions and Execute Applicable Documentation, as Approved to Form by Agency Counsel, Related to the Sale and Disposition of the Property

OLD BUSINESS

None

NEW BUSINESS

RA 5. Resolution Adopting Design-Build Guidelines by Reference

Financial Impact: None

Recommended Action: Adopt **Resolution No. RA-2010-** , A Resolution of the Redevelopment Agency of the City of Placentia Adopting, by Reference, Policies and Procedures Regarding Design-Build Contracts

RA 6. Resolution Authorizing Payment of 2009-10 Supplemental Education Revenue Augmentation Fund (SERAF) to the State of California

Financial Impact: Expense: \$842,936

Recommended Action: Adopt **Resolution No. RA-2010-** , A Resolution of the Redevelopment Agency of the City of Placentia making Certain Findings with Respect to the 2009-10 Payment to the Supplemental Educational Revenue Augmentation Fund and Other Matters Properly Relating Thereto

**JOINT CITY COUNCIL AND REDEVELOPMENT AGENCY
AGENDA**

CC 8./RA 7. Extension of Time Period for Exclusive Negotiating Agreement with EDGE/SCI for Downtown Parking Structure

Financial Impact: None

Recommended Action: Approve and Authorize the City

Administrator/Executive Director to Sign an Amendment to the Exclusive Negotiating Agreement with EDGE-SCI for a Period Not to Exceed January 17, 2011, to Evaluate the Potential Size, Design, Construction and Operational Costs, and Financing Options Available to Construct the Parking Structure

ADJOURN

The City Council and the Redevelopment Agency Board of Directors Adjourn to their next regular meeting.

CERTIFICATION OF POSTING

I, Angela Robles, Chief Deputy Clerk for the City of Placentia and Assistant Secretary of the Placentia Redevelopment Agency, hereby certify that the Agenda for the May 4, 2010, meetings of the City Council and Redevelopment Agency was posted on April 29, 2010.

Angela Robles, Chief Deputy City Clerk

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 686,690.23

Fund Name

Warrant Totals by Fund

101-General Fund	98,076.27
225-Asset Seizure	32,732.23
230-Supplemental Law Enforcement	44.40
265-Landscape Maintenance	16,411.65
270-Housing and Community Develop.	9,198.00
275-Sewer Maintenance	5,896.84
280-Misc Grants Fund	993.98
401-City Capital Projects	47,452.51
501-Refuse Administration	259,096.86
505-CNG Fueling Station	736.48
601-Employee Health & Welfare	61,309.66
605-Risk Management	29,424.61
615-Information Technology	5,194.41
620-Citywide Services	112,691.93
701-Special Deposits	7,430.40

Warrant Total: 686,690.23

Void Total: 0.00

Warrant Total: 686,690.23

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

Agenda Item: **CC 1.**
Meeting Date: **May 4, 2010**

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001083	05/01/2010
				Vendor Total:	251.09				
EP	ANDERSON, MARLA E000071	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001084	05/01/2010
				Vendor Total:	840.66				
EP	ANDREEFF, ANDREA E000033	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001085	05/01/2010
				Vendor Total:	251.09				
EP	ARMSTRONG, JOHN T E000046	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	1,046.00	MAY 2010		00001086	05/01/2010
				Vendor Total:	1,046.00				
EP	BABCOCK, CHARLES A E000015	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	379.00	MAY 2010		00001087	05/01/2010
				Vendor Total:	379.00				
EP	BEALS, SHARLENE E000076	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001088	05/01/2010
				Vendor Total:	251.09				
EP	BONESCHANS, DENNIS E000020	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001089	05/01/2010
				Vendor Total:	251.09				
EP	BUNNELL, DONALD E000062	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	703.50	MAY 2010		00001090	05/01/2010
				Vendor Total:	703.50				
EP	BURGNER, ARTHUR E000074	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	703.50	MAY 2010		00001091	05/01/2010
				Vendor Total:	703.50				
EP	CHANG, ROBERT E000107	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	1,124.36	MAY 2010		00001092	05/01/2010

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	1,124.36				
EP	CHRISTIAN, SHIRLEY E000012	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001093	05/01/2010
				Vendor Total:	840.66				
EP	COBBETT, GEOFFREY E000007	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	703.50	MAY 2010		00001094	05/01/2010
				Vendor Total:	703.50				
EP	COOK, ARLENE M E000018	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001095	05/01/2010
				Vendor Total:	607.18				
EP	D'AMATO, ROBERT E000056	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001096	05/01/2010
				Vendor Total:	840.66				
EP	DELOS SANTOS, JAMIE E000045	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	1,124.36	MAY 2010		00001097	05/01/2010
				Vendor Total:	1,124.36				
EP	DICKSON, ROBERTA JO E000011	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001098	05/01/2010
				Vendor Total:	251.09				
EP	DOMINGUEZ, ROBERT E000069	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	799.82	MAY 2010		00001099	05/01/2010
				Vendor Total:	799.82				
EP	DOWNEY, CAROL E000082	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001100	05/01/2010
				Vendor Total:	607.18				
EP	DUNNAVANT, FRANK E000077	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001101	05/01/2010
				Vendor Total:	607.18				
EP	DURNIL, RODNEY	MAY RETIREE REIMBURSEMENT	395083-5161	TK42910F	736.18	MAY 2010		00001102	05/01/2010

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000036		Health Insurance Premiums						
				Vendor Total:	736.18				
EP	ELSTRO, ANN M E000027	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	799.82	MAY 2010		00001103	05/01/2010
				Vendor Total:	799.82				
EP	ESCOBOSA, LILLIAN E000055	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001104	05/01/2010
				Vendor Total:	840.66				
EP	ESPINOZA, ROSALINDA E000016	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	367.83	MAY 2010		00001105	05/01/2010
				Vendor Total:	367.83				
EP	FIGUEROA, DANIEL E000057	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	315.59	MAY 2010		00001106	05/01/2010
				Vendor Total:	315.59				
EP	FISCHER, HAROLD A E000023	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	618.00	MAY 2010		00001107	05/01/2010
				Vendor Total:	618.00				
EP	FRICKE, JUERGEN E000075	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	618.00	MAY 2010		00001108	05/01/2010
				Vendor Total:	618.00				
EP	FULLER, GLENN H E000081	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	739.00	MAY 2010		00001109	05/01/2010
				Vendor Total:	739.00				
EP	GALLANT, KAREN E000008	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001110	05/01/2010
				Vendor Total:	840.66				
EP	GARNER, JO ANN E000047	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001111	05/01/2010
				Vendor Total:	607.18				

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	GARNER, KITTY E000080	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001112	05/01/2010
Vendor Total:					840.66				
EP	GOMEZ, DANIEL E000049	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	723.92	MAY 2010		00001113	05/01/2010
Vendor Total:					723.92				
EP	GRIMM, DENNIS L E000042	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	379.00	MAY 2010		00001114	05/01/2010
Vendor Total:					379.00				
EP	HAND, NOREEN M E000061	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001115	05/01/2010
Vendor Total:					251.09				
EP	HOCH, ELEANOR M E000078	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001116	05/01/2010
Vendor Total:					251.09				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/17/10 PD DATE 4/23/10	0043-2170 Deferred Comp Payable - ICMA	PY10009	150.00	2995/1001009		00001082	04/23/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 4/17/10 PD DATE 4/23/10	0037-2170 Deferred Comp Payable - ICMA	PY10009	37.50	2995/1001009		00001082	04/23/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 4/17/10 PD DATE 4/23/10	0029-2170 Deferred Comp Payable - ICMA	PY10009	53.48	2995/1001009		00001082	04/23/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 4/17/10 PD DATE 4/23/10	0048-2170 Deferred Comp Payable - ICMA	PY10009	110.21	2995/1001009		00001082	04/23/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 4/17/10 PD DATE 4/23/10	0010-2170 Deferred Comp Payable - ICMA	PY10009	9,093.92	2995/1001009		00001082	04/23/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 4/17/10 PD DATE 4/23/10	0038-2170 Deferred Comp Payable - ICMA	PY10009	15.00	2995/1001009		00001082	04/23/2010
Vendor Total:					9,460.11				
EP	IRVINE, SUZETTE E000019	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001117	05/01/2010

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	840.66				
EP	JENKINS, ROBERT E000084	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	709.45	MAY 2010		00001118	05/01/2010
				Vendor Total:	709.45				
EP	JOHNSON, SHARON E000099	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001119	05/01/2010
				Vendor Total:	607.18				
EP	JONES, ROBERT E000053	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	194.53	MAY 2010		00001120	05/01/2010
				Vendor Total:	194.53				
EP	KRATT, EDWARD G E000097	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001121	05/01/2010
				Vendor Total:	607.18				
EP	LABORDE, JOHN G E000039	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001122	05/01/2010
				Vendor Total:	607.18				
EP	LITTLE, DIANE M E000098	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	379.00	MAY 2010		00001123	05/01/2010
				Vendor Total:	379.00				
EP	LOWREY, B.J E000041	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	618.00	MAY 2010		00001124	05/01/2010
				Vendor Total:	618.00				
EP	MANNING, VEDA M E000063	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001125	05/01/2010
				Vendor Total:	251.09				
EP	MARMOLEJO, PACO E000068	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	1,124.36	MAY 2010		00001126	05/01/2010
				Vendor Total:	1,124.36				
EP	MILANO, JAMES	MAY RETIREE REIMBURSEMENT	395083-5161	TK42910F	799.82	MAY 2010		00001127	05/01/2010

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000054		Health Insurance Premiums						
				Vendor Total:	799.82				
EP	MILANO, JOSEPH E000025	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	723.92	MAY 2010		00001128	05/01/2010
				Vendor Total:	723.92				
EP	MILLER, RICHARD E000106	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	801.00	MAY 2010		00001129	05/01/2010
				Vendor Total:	801.00				
EP	MONTOOTH, MARLENE E000021	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001130	05/01/2010
				Vendor Total:	607.18				
EP	MOORE, LARRY W E000044	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	1,124.36	MAY 2010		00001131	05/01/2010
				Vendor Total:	1,124.36				
EP	NAJERA, ROBERT JR E000065	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	736.18	MAY 2010		00001132	05/01/2010
				Vendor Total:	736.18				
EP	NISSEN, JANICE E000073	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001133	05/01/2010
				Vendor Total:	251.09				
EP	OLEA, ARLENE J E000014	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	1,124.36	MAY 2010		00001134	05/01/2010
				Vendor Total:	1,124.36				
EP	ORTEGA, MANUEL E E000100	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	828.92	MAY 2010		00001135	05/01/2010
				Vendor Total:	828.92				
EP	PALMER, GEORGE E000094	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	801.00	MAY 2010		00001136	05/01/2010
				Vendor Total:	801.00				

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EP	PASPALL, MIHAJLO E000085	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001137	05/01/2010
EP	PASPALL, MIHAJLO E000085	OCT RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	816.18	OCT 2009		00001137	05/01/2010
					Vendor Total:	1,656.84			
EP	PICHON, WALTER E000103	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	258.00	MAY 2010		00001138	05/01/2010
					Vendor Total:	258.00			
EP	POWELL, EDWIN T E000060	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001139	05/01/2010
					Vendor Total:	251.09			
EP	REDIFER, KIM R E000022	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	801.00	MAY 2010		00001140	05/01/2010
					Vendor Total:	801.00			
EP	RENDEN, BRIAN E000083	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	631.12	MAY 2010		00001141	05/01/2010
					Vendor Total:	631.12			
EP	REYES, ROGER T E000024	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	723.92	MAY 2010		00001142	05/01/2010
					Vendor Total:	723.92			
EP	RICE, RUSSELL J E000059	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	801.00	MAY 2010		00001143	05/01/2010
					Vendor Total:	801.00			
EP	RISHER, THOMAS A E000013	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001144	05/01/2010
					Vendor Total:	840.66			
EP	RITCHIE, SYLVIA E000072	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001145	05/01/2010
					Vendor Total:	607.18			

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EP	RIVERA, AIDA E000026	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	347.41	MAY 2010		00001146	05/01/2010
				Vendor Total:	347.41				
EP	ROACH, MICHAEL E000105	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	801.00	MAY 2010		00001147	05/01/2010
				Vendor Total:	801.00				
EP	ROBB, SANDRA E000043	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	723.92	MAY 2010		00001148	05/01/2010
				Vendor Total:	723.92				
EP	ROBERTSON, JAMES S E000093	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001149	05/01/2010
				Vendor Total:	251.09				
EP	RODARTE, JOE R E000034	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	618.00	MAY 2010		00001150	05/01/2010
				Vendor Total:	618.00				
EP	ROKOSZ, KEN A E000035	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	315.59	MAY 2010		00001151	05/01/2010
				Vendor Total:	315.59				
EP	ROSE, RICHARD D E000050	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	974.95	MAY 2010		00001152	05/01/2010
				Vendor Total:	974.95				
EP	ROSENTHAL, ELLIOT E000051	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001153	05/01/2010
				Vendor Total:	607.18				
EP	ROWLEY, KENNETH E000091	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	379.00	MAY 2010		00001154	05/01/2010
				Vendor Total:	379.00				
EP	SALE, LEE R E000031	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001155	05/01/2010

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				Vendor Total:	840.66				
EP	SANCHEZ, LAURA E000058	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001156	05/01/2010
				Vendor Total:	251.09				
EP	SANGOLUISA, ZORA G E000048	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	251.09	MAY 2010		00001157	05/01/2010
				Vendor Total:	251.09				
EP	SCHULTZ, DANIEL E000070	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	367.83	MAY 2010		00001158	05/01/2010
				Vendor Total:	367.83				
EP	SOMOYA, JOHN P E000089	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	680.00	MAY 2010		00001159	05/01/2010
				Vendor Total:	680.00				
EP	SOTO, PHILIP J E000052	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001160	05/01/2010
				Vendor Total:	607.18				
EP	SPRAGUE, GARY A E000064	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	1,046.00	MAY 2010		00001161	05/01/2010
				Vendor Total:	1,046.00				
EP	TAYLOR, DAVID M E000088	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	801.00	MAY 2010		00000000	05/01/2010
				Vendor Total:	801.00				
EP	THOMANN, DARYLL L E000101	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	703.50	MAY 2010		00001162	05/01/2010
				Vendor Total:	703.50				
EP	TOTH, STEVE E000067	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	801.00	MAY 2010		00001163	05/01/2010
				Vendor Total:	801.00				
EP	TRIFOS, WILLIAM	MAY RETIREE REIMBURSEMENT	395083-5161	TK42910F	1,046.00	MAY 2010		00001164	05/01/2010

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	E000104		Health Insurance Premiums						
				Vendor Total:	1,046.00				
EP	VAN HOUTEN, BROOKS E000028	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	607.18	MAY 2010		00001165	05/01/2010
				Vendor Total:	607.18				
EP	VERSTYNEN, WILLIAM E000092	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	319.69	MAY 2010		00001166	05/01/2010
				Vendor Total:	319.69				
EP	WAHL, KATHLEEN A E000030	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	367.83	MAY 2010		00001167	05/01/2010
				Vendor Total:	367.83				
EP	WIEST, STEPHEN E000079	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001168	05/01/2010
				Vendor Total:	840.66				
EP	ZAMORA, JERRY E000037	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	801.00	MAY 2010		00001169	05/01/2010
				Vendor Total:	801.00				
EP	ZINN, JOHN E000009	MAY RETIREE REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK42910F	840.66	MAY 2010		00001170	05/01/2010
				Vendor Total:	840.66				
				Type Total:	67,069.58				
MW OH	ABBA TERMITE & PEST CO V000087	BEE TRAPS	433654-6130 Repair & Maint/Facilities	TK42910A	180.00	6462	P01781	00068714	05/04/2010
MW OH	ABBA TERMITE & PEST CO V000087	BEE TRAPS	433654-6130 Repair & Maint/Facilities	TK42910A	180.00	6464	P01781	00068714	05/04/2010
				Vendor Total:	360.00				
MW IP	ADT SECURITY SERVICES II V006602	SURVEILLANCE SERVER/MONITO	213041-6840 Machinery & Equipment	ITK42710	9,016.55	04497064	P03138	00068836	04/29/2010
MW IP	ADT SECURITY SERVICES II	SURVEILLANCE SERVER/MONITO	213041-6840	ITK42710	3,055.11	04994246	P03138	00068836	04/29/2010

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	V006602		Machinery & Equipment						
MW IP	ADT SECURITY SERVICES II SURVEILLANCE SERVER/MONITO V006602		213041-6840 Machinery & Equipment	ITK42710	5,459.99	07553186	P03138	00068836	04/29/2010
MW IP	ADT SECURITY SERVICES II PED BRIDGE/DOWNTOWN SURVEI V006602		333554-6185 / 61044-6185 Construction Services	ITK42710	35,000.00	16590352	P03138	00068836	04/29/2010
MW IP	ADT SECURITY SERVICES II SURVEILLANCE SERVER/MONITO V006602		213041-6840 Machinery & Equipment	ITK42710	2,346.95	16590352	P03138	00068836	04/29/2010
MW IP	ADT SECURITY SERVICES II SURVEILLANCE SERVER/MONITO V006602		213041-6840 Machinery & Equipment	ITK42710	2,065.30	23689683	P03138	00068836	04/29/2010
Vendor Total:					56,943.90				
MW OH	ALTERNATIVE HOSE INC PARTS V005320		0043-1505 Auto Supply Inventory	TK42910A	19.64	5144439	P01910	00068715	05/04/2010
Vendor Total:					19.64				
MW OH	AMERICAN PLANNING ASS' MEMBERSHIP RENEWAL V000010		102531-6255 Dues & Memberships	TK42910A	300.00	058398-100207	P03237	00068716	05/04/2010
Vendor Total:					300.00				
MW OH	ANDERSON, DARIN DEPOSIT REFUND - TRI CITY V006848		100000-4385 / 79188-4340 Facility Rental	TK42910A	100.00	60346		00068717	05/04/2010
Vendor Total:					100.00				
MW OH	ARAMARK UNIFORM SERVI UNIFORM SERVICE V004232		433658-6360 Uniforms	TK42910A	50.13	589-4836112	P02346	00068718	05/04/2010
MW OH	ARAMARK UNIFORM SERVI UNIFORM SERVICE V004232		103655-6360 Uniforms	TK42910A	37.54	589-4836112	P02346	00068718	05/04/2010
MW OH	ARAMARK UNIFORM SERVI UNIFORMS V004232		103652-6360 Uniforms	TK42910A	37.53	589-4836112	P02346	00068718	05/04/2010
MW OH	ARAMARK UNIFORM SERVI UNIFORM SERVICE V004232		433654-6360 Uniforms	TK42910A	10.73	589-4836112	P02346	00068718	05/04/2010
MW OH	ARAMARK UNIFORM SERVI UNIFORM SERVICE V004232		433658-6360 Uniforms	TK42910A	53.90	589-4836113	P02346	00068718	05/04/2010
MW OH	ARAMARK UNIFORM SERVI UNIFORM SERVICE		433654-6360	TK42910A	10.73	589-4842545	P02346	00068718	05/04/2010

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	V004232		Uniforms						
MW OH	ARAMARK UNIFORM SERVI V004232	UNIFORM SERVICE	103655-6360 Uniforms	TK42910A	37.54	589-4842545	P02346	00068718	05/04/2010
MW OH	ARAMARK UNIFORM SERVI V004232	UNIFORMS	103652-6360 Uniforms	TK42910A	37.53	589-4842545	P02346	00068718	05/04/2010
MW OH	ARAMARK UNIFORM SERVI V004232	UNIFORM SERVICE	433658-6360 Uniforms	TK42910A	50.13	589-4842545	P02346	00068718	05/04/2010
MW OH	ARAMARK UNIFORM SERVI V004232	UNIFORM SERVICE	433658-6360 Uniforms	TK42910A	84.65	589-4842546	P02346	00068718	05/04/2010
Vendor Total:					410.41				
MW IP	AT&T V000988	PHONE CHARGES	431010-6215 Telephone	ITK42210	485.34	4212010		00068677	04/22/2010
MW IP	AT&T V000988	PHONE CHARGES	296561-6215 Telephone	ITK42210	1,344.52	472010		00068677	04/22/2010
MW IP	AT&T V000988	PHONE CHARGES	431010-6215 Telephone	ITK42210	7,804.44	472010		00068677	04/22/2010
Vendor Total:					9,634.30				
MW IP	ATHENS SERVICES V006622	JAN SWEEPING SERVICE	374387-6099 Other Professional Services	ITK42210	14,218.75	3899190110	P02680	00068678	04/22/2010
MW IP	ATHENS SERVICES V006622	FEB SWEEPING SERVICE	374387-6099 Other Professional Services	ITK42210	14,491.75	3899190210	P02680	00068678	04/22/2010
MW IP	ATHENS SERVICES V006622	DEC SWEEPING SERVICE	374387-6099 Other Professional Services	ITK42210	16,471.00	389919209	P02680	00068678	04/22/2010
Vendor Total:					45,181.50				
MW OH	ATWELL-HETH, JANICE V006852	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	TK42910A	150.00	60348		00068719	05/04/2010
Vendor Total:					150.00				
MW OH	AVALOS, JUDY V005029	WEB SITE EXPENSE - COMMUNIT	0044-2040 / 80034-2040 Special Deposits	TK42910A	59.88	42210	P03293	00068720	05/04/2010
Vendor Total:					59.88				

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MW OH	BARRECA, JEANIE V006849	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK42910A	50.00	60351		00068721	05/04/2010
					Vendor Total:	50.00			
MW OH	BATTERY SYSTEMS V002360	BATTERIES	0043-1505 Auto Supply Inventory	TK42910A	265.69	11233071	P01898	00068722	05/04/2010
MW OH	BATTERY SYSTEMS V002360	BATTERIES	0043-1505 Auto Supply Inventory	TK42910A	157.51	11233221	P01898	00068722	05/04/2010
MW OH	BATTERY SYSTEMS V002360	BATTERIES	0043-1505 Auto Supply Inventory	TK42910A	85.99	11233505	P01898	00068722	05/04/2010
					Vendor Total:	509.19			
MW OH	BECERRA, MAUREEN V006650	ADOLESCENTS - REG, TRAVEL	213041-6301 Special Department Supplies	TK42910A	35.13	41410	P03261	00068724	05/04/2010
					Vendor Total:	35.13			
MW OH	BEJAC CORPORATION V005641	EQUIPMENT PARTS	0043-1505 Auto Supply Inventory	TK42910A	101.92	C44999	P03230	00068725	05/04/2010
					Vendor Total:	101.92			
MW OH	BONILLA, VIRGINIA V006847	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK42910A	50.00	60260		00068726	05/04/2010
					Vendor Total:	50.00			
MW OH	BRAJER, VICTOR V006553	EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	TK42910A	50.00	60159		00068727	05/04/2010
					Vendor Total:	50.00			
MW OH	BUREAU VERITAS NORTH / ENGINEERING SERVICES V004481		103550-6015 Engineering Services	TK42910A	1,606.25	1076482	P03301	00068728	05/04/2010
MW OH	BUREAU VERITAS NORTH / ENGINEERING SERVICES V004481		103550-6015 Engineering Services	TK42910A	455.00	1076485	P03301	00068728	05/04/2010
					Vendor Total:	2,061.25			
MW IP	BURKE WILLIAMS & SOREN V006247	LEGAL SERVICES	101005-6005 Legal Services	ITK42210	3,263.95	134702	P03311	00068679	04/22/2010
MW IP	BURKE WILLIAMS & SOREN DE LA RIVA DEFENSE		404582-6210 / 10011-6210	ITK42210	1,322.40	134702	P03311	00068679	04/22/2010

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	V006247		Liability Claims						
MW IP	BURKE WILLIAMS & SOREN V006247	REPUBLIC WASTE DEFENSE	373586-6005 / 10015-6005 Legal Services	ITK42210	12,951.37	134702	P03311	00068679	04/22/2010
MW IP	BURKE WILLIAMS & SOREN V006247	DE LA RIVA DEFENSE	404582-6210 / 10011-6210 Liability Claims	ITK42210	1,248.20	135971	P03311	00068679	04/22/2010
MW IP	BURKE WILLIAMS & SOREN V006247	DAMATO DEFENSE	404582-6210 / 10010-6210 Liability Claims	ITK42210	929.38	135971	P03311	00068679	04/22/2010
MW IP	BURKE WILLIAMS & SOREN V006247	REPUBLIC WASTE DEFENSE	373586-6005 / 10015-6005 Legal Services	ITK42210	5,570.86	135971	P03311	00068679	04/22/2010
MW IP	BURKE WILLIAMS & SOREN V006247	LEGAL SERVICES	101005-6005 Legal Services	ITK42210	6,666.90	136273	P03311	00068679	04/22/2010
MW IP	BURKE WILLIAMS & SOREN V006247	REPUBLIC WASTE DEFENSE	373586-6005 / 10015-6005 Legal Services	ITK42210	1,141.50	136273	P03311	00068679	04/22/2010
MW IP	BURKE WILLIAMS & SOREN V006247	DE LA RIVA DEFENSE	404582-6210 / 10011-6210 Liability Claims	ITK42210	281.60	136273	P03311	00068679	04/22/2010
Vendor Total:					33,376.16				
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	103040-6315 Office Supplies	TK42910A	761.16	15122	P02102	00068729	05/04/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	104070-6315 Office Supplies	TK42910A	329.50	15015	P02880	00068729	05/04/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	104070-6315 Office Supplies	TK42910A	44.24	15221	P02880	00068729	05/04/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	102531-6315 Office Supplies	TK42910A	35.60	13982	P03256	00068729	05/04/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	102531-6315 Office Supplies	TK42910A	127.35	13982.1	P03256	00068729	05/04/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	101001-6315 Office Supplies	TK42910A	21.73	14976	P03270	00068729	05/04/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	101001-6315 Office Supplies	TK42910A	11.73	14980	P03270	00068729	05/04/2010
MW OH	BUSINESS PRODUCTS DISTI	OFFICE SUPPLIES	101001-6315	TK42910A	4.98	14983	P03270	00068729	05/04/2010

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	V000152		Office Supplies						
				Vendor Total:	1,336.29				
MW OH	BUTZLAFF, TROY V005326	MAY TELECOMMUNICATION	101511-6215 Telephone	TK42910A	100.00	MAY 10		00068730	05/04/2010
MW OH	BUTZLAFF, TROY V005326	MAY MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK42910A	100.00	MAY 2010		00068730	05/04/2010
				Vendor Total:	200.00				
MW OH	Beard Electric V004055	ANNUAL SERVICE	484376-6120 R & M/Sewer & Storm Drain	TK42910A	466.00	47787	P03235	00068723	05/04/2010
MW OH	Beard Electric V004055	ANNUAL SERVICE	484376-6120 R & M/Sewer & Storm Drain	TK42910A	3,049.43	47840	P03235	00068723	05/04/2010
MW OH	Beard Electric V004055	ANNUAL SERVICE	484376-6120 R & M/Sewer & Storm Drain	TK42910A	1,307.92	47849	P03235	00068723	05/04/2010
				Vendor Total:	4,823.35				
MW OH	C2 REPROGRAPHICS V004106	PEDESTRIAN ACCESS BID BOOKS	333552-6185 / 61029-6185 Construction Services	TK42910B	158.07	347663	P03268	00068731	05/04/2010
				Vendor Total:	158.07				
MW OH	CALDERON, COURTNEY V006846	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK42910B	100.00	60259		00068732	05/04/2010
				Vendor Total:	100.00				
MW OH	CALIFORNIA BUILDING OFFI MEMBERSHIP DUES V000253		102532-6255 Dues & Memberships	TK42910B	515.00	7629	P03276	00068733	05/04/2010
				Vendor Total:	515.00				
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 4/17/10 PD DATE 4/23/10	0029-2196 Garnishments W/H	PY10009	1.80	2700/1001009		00068702	04/23/2010
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 4/17/10 PD DATE 4/23/10	0048-2196 Garnishments W/H	PY10009	213.57	2700/1001009		00068702	04/23/2010
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 4/17/10 PD DATE 4/23/10	0010-2196 Garnishments W/H	PY10009	1,008.98	2700/1001009		00068702	04/23/2010

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				Vendor Total:	1,224.35				
MW OH	CARDENAS, JOEL V002648	MAY MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK42910B	50.00	MAY 2010		00068734	05/04/2010
				Vendor Total:	50.00				
MW OH	CARTRON, DANIELLE V006844	CLASS REFUND	100000-4340 / 79408-4340 Recreation Programs	TK42910B	44.00	60257		00068735	05/04/2010
				Vendor Total:	44.00				
MW OH	CARWASH OF AMERICA V000771	CAR WASHES INVESTIGATION DIVISION	103042-6134 Vehicle Repair & Maintenance	TK42910B	31.96	310	P02108	00068736	05/04/2010
MW OH	CARWASH OF AMERICA V000771	CAR WASHES ADMIN DIVISION	103040-6134 Vehicle Repair & Maintenance	TK42910B	31.96	310	P02108	00068736	05/04/2010
MW OH	CARWASH OF AMERICA V000771	CAR WASHES SUPPORT SERVICES	103043-6134 Vehicle Repair & Maintenance	TK42910B	17.98	310	P02108	00068736	05/04/2010
MW OH	CARWASH OF AMERICA V000771	CAR WASHES PATROL DIVISION	103041-6134 Vehicle Repair & Maintenance	TK42910B	256.69	310	P02108	00068736	05/04/2010
MW OH	CARWASH OF AMERICA V000771	MARCH CITY VEHICLES	433658-6399 Other Supplies	TK42910B	76.85	0390	P02461	00068736	05/04/2010
				Vendor Total:	415.44				
MW OH	CERTIFION CORPORATION V003588	MARCH EPO PRO USER ACCESS	103042-6299 Other Purchased Services	TK42910B	104.95	33900	P02145	00068737	05/04/2010
				Vendor Total:	104.95				
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVAL	103655-6301 Special Department Supplies	TK42910B	385.63	26366	P01764	00068738	05/04/2010
				Vendor Total:	385.63				
MW OH	CITY OF CLAREMONT V006053	LEGAL FEES FOR GOLDEN STATE	101005-6005 Legal Services	TK42910B	1,049.45	33653	P02508	00068739	05/04/2010
				Vendor Total:	1,049.45				
MW OH	COMMUNITY HEALTH CHAIRMAN V000192	P/E 4/17/10 PD DATE 4/23/10	0048-2194 CHAD	PY10009	0.75	2640/1001009		00068703	04/23/2010
MW OH	COMMUNITY HEALTH CHAIRMAN V000192	P/E 4/17/10 PD DATE 4/23/10	0010-2194	PY10009	21.75	2640/1001009		00068703	04/23/2010

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	V000192		CHAD						
MW OH	COMMUNITY HEALTH CHA V000192	P/E 4/17/10 PD DATE 4/23/10	0029-2194 CHAD	PY10009	0.50	2640/1001009		00068703	04/23/2010
Vendor Total:					23.00				
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1232 Accts Rec/Other Agencies	TK42910B	38.70	3859-1766		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1224 AR/City of Fullerton	TK42910B	38.70	3859-1766		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1224 AR/City of Fullerton	TK42910B	102.77	3859-1768		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1224 AR/City of Fullerton	TK42910B	245.33	3859-1769		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1224 AR/City of Fullerton	TK42910B	70.29	3859-1770		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1232 Accts Rec/Other Agencies	TK42910B	70.29	3859-1770		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1232 Accts Rec/Other Agencies	TK42910B	127.52	3859-1774		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1224 AR/City of Fullerton	TK42910B	127.52	3859-1774		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	0010-1232 Accts Rec/Other Agencies	TK42910B	42.50	3859-1775		00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH INTERSECTION MAINT	103566-6305 Traffic Control Devices	TK42910B	2,850.00	3858-69	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	103566-6305 Traffic Control Devices	TK42910B	77.40	3859-1766	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	103566-6305 Traffic Control Devices	TK42910B	97.00	3859-1767	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICES	103566-6305 Traffic Control Devices	TK42910B	102.76	3859-1768	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM V000258	MARCH SERVICE	103566-6305	TK42910B	245.34	3859-1769	P02204	00068740	05/04/2010

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	V000258		Traffic Control Devices						
MW OH	COMPUTER SERVICES COM MARCH SERVICES V000258		103566-6305 Traffic Control Devices	TK42910B	140.59	3859-1770	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	97.00	3859-1771	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	97.00	3859-1772	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	266.00	3859-1773	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	255.05	3859-1774	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICES V000258		103566-6305 Traffic Control Devices	TK42910B	42.50	3859-1775	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	145.50	3859-1776	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	70.00	3859-1777	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	70.00	3859-1778	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	70.00	3859-1779	P02204	00068740	05/04/2010
MW OH	COMPUTER SERVICES COM MARCH SERVICE V000258		103566-6305 Traffic Control Devices	TK42910B	70.00	3859-1780	P02204	00068740	05/04/2010
				Vendor Total:	5,559.76				
MW OH	CONRAD, JULIE V006833	CLASS REFUND	100000-4340 / 79416-4340 Recreation Programs	TK42910B	229.00	60140		00068741	05/04/2010
				Vendor Total:	229.00				
MW OH	CONSOLIDATED REPROGR/ COPY OF PLANS FOR LIBRARY V001059		101511-6301 Special Department Supplies	TK42910B	69.44	097854	P03257	00068742	05/04/2010
				Vendor Total:	69.44				

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MW OH	CONSOLIDATED VOLUME 1 V000244	GREEN WASTE	370000-4359 Green Waste	TK42910B	13,712.25	FEB 10	P02019	00068743	05/04/2010
MW OH	CONSOLIDATED VOLUME 1 V000244	SOLID WASTE	370000-4350 Landfill	TK42910B	31,224.84	FEB 10	P02019	00068743	05/04/2010
					Vendor Total:	44,937.09			
MW OH	COUNTY OF ORANGE V000701	RE-STOCK COUNTY/INVENTORY I	103040-6315 Office Supplies	TK42910B	141.86	SH26279	P03260	00068744	05/04/2010
					Vendor Total:	141.86			
MW OH	CREATIVE BENEFITS INC V000283	P/E 4/17/10 PD DATE 4/23/10	0010-2188 Health Care SSA	PY10009	178.84	2655/1001009		00068704	04/23/2010
MW OH	CREATIVE BENEFITS INC V000283	P/E 4/17/10 PD DATE 4/23/10	0010-2190 Dependent Care SSA	PY10009	192.31	2660/1001009		00068704	04/23/2010
					Vendor Total:	371.15			
MW IP	CRIME SURVIVORS, INC. V006802	ANNUAL AWARDS BANQUET	103040-6245 Meetings & Conferences	ITK42210	120.00	4110	P03247	00068680	04/22/2010
					Vendor Total:	120.00			
MW OH	DAVID, PRESTON V002653	MAY MONTHLY EXPENSES	384359-5001 Salaries/Full-Time Regular	TK42910B	12.50	MAY 2010		00068745	05/04/2010
MW OH	DAVID, PRESTON V002653	MAY MONTHLY EXPENSES	433658-5001 Salaries/Full-Time Regular	TK42910B	37.50	MAY 2010		00068745	05/04/2010
					Vendor Total:	50.00			
MW OH	DE LA TORRE, EDUARDO V003527	MAY MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK42910B	20.00	MAY 2010		00068746	05/04/2010
MW OH	DE LA TORRE, EDUARDO V003527	MAY MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK42910B	5.00	MAY 2010		00068746	05/04/2010
MW OH	DE LA TORRE, EDUARDO V003527	MAY MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK42910B	25.00	MAY 2010		00068746	05/04/2010
					Vendor Total:	50.00			
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	102021-5115 Dental Ins Allocation	ITK42210	41.62	3502398		00068681	04/22/2010

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MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103040-5115 Dental Ins Allocation	ITK42210	83.24	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103042-5115 / 50070-5115 Dental Ins Allocation	ITK42210	83.24	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103042-5115 / 50072-5115 Dental Ins Allocation	ITK42210	49.41	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103042-5115 / 50072-5115 Dental Ins Allocation	ITK42210	32.94	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	102020-5115 Dental Ins Allocation	ITK42210	8.32	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	101514-5115 Dental Ins Allocation	ITK42210	4.16	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	484376-5115 Dental Ins Allocation	ITK42210	79.08	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	484356-5115 Dental Ins Allocation	ITK42210	14.57	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	433554-5115 Dental Ins Allocation	ITK42210	41.62	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	395083-5162 Dental Insurance Premiums	ITK42210	315.58	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL PREMIUM INSURANCE	101511-5115 Dental Ins Allocation	ITK42210	45.65	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	101002-5115 Dental Ins Allocation	ITK42210	20.81	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	101513-5115 Dental Ins Allocation	ITK42210	20.81	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	384359-5115 Dental Ins Allocation	ITK42210	4.16	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	374387-5115 Dental Ins Allocation	ITK42210	10.41	3502398		00068681	04/22/2010
MW IP	DELTACARE USA	APRIL INSURANCE PREMIUM	374386-5115	ITK42210	12.49	3502398		00068681	04/22/2010

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	V005298		Dental Ins Allocation						
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	296561-5115 Dental Ins Allocation	ITK42210	24.97	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	104071-5115 Dental Ins Allocation	ITK42210	58.09	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	104070-5115 Dental Ins Allocation	ITK42210	41.62	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103655-5115 Dental Ins Allocation	ITK42210	35.38	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103650-5115 Dental Ins Allocation	ITK42210	191.45	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103550-5115 Dental Ins Allocation	ITK42210	101.97	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103043-5115 / 50080-5115 Dental Ins Allocation	ITK42210	116.18	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103041-5115 / 50040-5115 Dental Ins Allocation	ITK42210	249.72	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	103041-5115 / 50045-5115 Dental Ins Allocation	ITK42210	124.86	3502398		00068681	04/22/2010
				Vendor Total:	1,812.35				
MW OH	DRINOVSKY, STEPHEN V005729	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK42910B	75.00	MAY 2010		00068748	05/04/2010
MW OH	DRINOVSKY, STEPHEN V005729	MAY MONTHLY EXPENSES	483556-5001 Salaries/Full-Time Regular	TK42910B	25.00	MAY 2010		00068748	05/04/2010
				Vendor Total:	100.00				
MW OH	DUDEK & ASSOCIATES INC V004114	ENGINEERING SERVICES	484356-6017 Special Studies	TK42910B	330.00	20100696	P03195	00068749	05/04/2010
				Vendor Total:	330.00				
MW OH	EARNEST, ANNAMARIE V006832	CLASS REFUND	100000-4340 / 79420-4340 Recreation Programs	TK42910B	39.00	60116		00068750	05/04/2010

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				Vendor Total:	39.00				
MW OH	EDFUND ATTN: ACCOUNT: P/E 4/17/10 PD DATE 4/23/10 V004608		0010-2196 Garnishments W/H	PY10009	520.66	2711/1001009		00068705	04/23/2010
MW OH	EDFUND ATTN: ACCOUNT: P/E 4/17/10 PD DATE 4/23/10 V004608		0029-2196 Garnishments W/H	PY10009	78.19	2711/1001009		00068705	04/23/2010
MW OH	EDFUND ATTN: ACCOUNT: P/E 4/17/10 PD DATE 4/23/10 V004608		0048-2196 Garnishments W/H	PY10009	31.27	2711/1001009		00068705	04/23/2010
				Vendor Total:	630.12				
MW OH	ELLSWORTH, KEVIN V006845	CLASS REFUND	100000-4340 / 79408-4340 Recreation Programs	TK42910B	44.00	60258		00068751	05/04/2010
				Vendor Total:	44.00				
MW OH	ENTENMANN-ROVIN CO V000342	REFINISHING OF UCEDA'S BADGE	103041-6301 / 50040-6301 Special Department Supplies	TK42910B	43.86	0060940-IN	P03198	00068752	05/04/2010
				Vendor Total:	43.86				
MW IP	ENTERPRISE FLEET MANAC LEASED VEHICLE V006864		103042-6165 / 50070-6165 Vehicle Rental	ING42810	483.28	LA5K26A	P02103	00068712	04/28/2010
				Vendor Total:	483.28				
MW OH	ENTERPRISE FLEET SERVIC LEASED VEHICLES V003312		103042-6165 / 50070-6165 Vehicle Rental	TK42910B	2,144.61	FBN1738421	P02103	00068753	05/04/2010
				Vendor Total:	2,144.61				
MW IP	ENTERPRISE VEHICLE EXCI LEASED VEHICLE V006863		103042-6165 / 50070-6165 Vehicle Rental	ING42810	2,780.09	LA5K26	P02103	00068713	04/28/2010
				Vendor Total:	2,780.09				
MW OH	FAIRWAY FORD V000376	PARTS	0043-1505 Auto Supply Inventory	TK42910C	58.41	146757	P01904	00068754	05/04/2010
MW OH	FAIRWAY FORD V000376	PARTS	0043-1505 Auto Supply Inventory	TK42910C	26.68	151752	P01904	00068754	05/04/2010
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK42910C	314.41	153604	P01904	00068754	05/04/2010
MW OH	FAIRWAY FORD	VEHICLE PARTS	0043-1505	TK42910C	-32.90	153619	P01904	00068754	05/04/2010

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	V000376		Auto Supply Inventory						
MW OH	FAIRWAY FORD V000376	PARTS	0043-1505 Auto Supply Inventory	TK42910C	60.61	153682	P01904	00068754	05/04/2010
MW OH	FAIRWAY FORD V000376	PARTS	0043-1505 Auto Supply Inventory	TK42910C	669.26	C12402	P01904	00068754	05/04/2010
				Vendor Total:	1,096.47				
MW OH	FEDEX V000394	OVERNITE PEDESTRIAN ACCESS	333552-6185 / 61029-6185 Construction Services	TK42910C	51.84	7-027-09762	P03267	00068755	05/04/2010
				Vendor Total:	51.84				
MW OH	FIREMASTER V000409	YEARLY TESTING	433654-6130 Repair & Maint/Facilities	TK42910C	1,506.83	113180181	P03282	00068756	05/04/2010
MW OH	FIREMASTER V000409	YEARLY TESTING	433654-6130 Repair & Maint/Facilities	TK42910C	851.59	113180182	P03282	00068756	05/04/2010
				Vendor Total:	2,358.42				
MW OH	FORBES, JEAN V006859	CLASS REFUND	100000-4340 / 79408-4340 Recreation Programs	TK42910C	45.00	60254		00068757	05/04/2010
				Vendor Total:	45.00				
MW OH	FOTO-HALL INC V000388	PHOTO PRINTING	103043-6301 Special Department Supplies	TK42910C	17.98	233107	P03248	00068758	05/04/2010
				Vendor Total:	17.98				
MW OH	FUJITEC AMERICA INC V006496	BRADFORD BRIDGE ELEVATOR TI	333552-6185 / 61009-6185 Construction Services	TK42910C	6,274.00	I100025263	P03225	00068759	05/04/2010
				Vendor Total:	6,274.00				
MW OH	GALLO, MIKE V006843	CLASS REFUND	100000-4340 / 79408-4340 Recreation Programs	TK42910C	44.00	60253		00068760	05/04/2010
				Vendor Total:	44.00				
MW OH	GARCIA, REBECCA V005164	DEPOSIT REFUND - TRICITY	100000-4385 / 79188-4385 Facility Rental	TK42910C	50.00	60355		00068761	05/04/2010
				Vendor Total:	50.00				

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MW OH	GIANNELLI ELECTRIC INC. V004121	ELECTRICAL SERVICE	433654-6130 Repair & Maint/Facilities	TK42910C	1,860.00	9986	P01778	00068762	05/04/2010
MW OH	GIANNELLI ELECTRIC INC. V004121	ELECTRIC SERVICE	433654-6130 Repair & Maint/Facilities	TK42910C	144.00	9987	P01778	00068762	05/04/2010
					Vendor Total:	2,004.00			
MW IP	GOLDEN STATE WATER CO. V000928	WATER CHARGES	431010-6335 Water	ITK42210	24,830.28	APRIL 2010		00068682	04/22/2010
					Vendor Total:	24,830.28			
MW OH	GREEN, JENNIFER V006842	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK42910C	100.00	60256		00068763	05/04/2010
					Vendor Total:	100.00			
MW IP	GUITAR CENTER V006856	24 CHANNEL SOUND MIXER, RETI	0044-2041 Public,Education,Govt Fees	ITK42710	1,276.22	PCD042710	P03321	00068837	04/29/2010
					Vendor Total:	1,276.22			
MW OH	HADEED, BISHARA V006804	PERMIT B08-0013 REFUND	100000-4160 Building Permits	TK42910C	496.60	3310	P03259	00068764	05/04/2010
					Vendor Total:	496.60			
MW IP	HAULAWAY STORAGE CON V000467	STORAGE CONTAINERS	103655-6301 Special Department Supplies	ITK42710	171.40	21210	P03223	00068838	04/29/2010
					Vendor Total:	171.40			
MW IP	HDL COREN & CONE V000464	AUDIT SVCS - SALES TAX 3RD QT)	102021-6099 Other Professional Services	ITK42210	146.40	0016261-IN	P03286	00068683	04/22/2010
MW IP	HDL COREN & CONE V000464	1ST QTR SALES TAX	102021-6099 Other Professional Services	ITK42210	487.50	0016261-IN	P03286	00068683	04/22/2010
MW IP	HDL COREN & CONE V000464	CAFR STATISTICAL REPORT PACK	102021-6099 Other Professional Services	ITK42710	695.00	0015696IN	P03346	00068839	04/29/2010
					Vendor Total:	1,328.90			
MW OH	HOLLINGWROTH, JEWEL V006835	EXCURSION REFUND	100000-4340 / 79506-4340 Rccreation Programs	TK42910C	50.00	60176		00068765	05/04/2010

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				Vendor Total:	50.00				
MW OH	HUFFMAN, CYPRESS V005239	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	TK42910C	69.00	60353		00068766	05/04/2010
				Vendor Total:	69.00				
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS	103040-6315 Office Supplies	TK42910C	54.38	14822	P02102	00068767	05/04/2010
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS	102532-6315 Office Supplies	TK42910C	81.56	14787	P02670	00068767	05/04/2010
MW OH	IMPRESSIONS PRINTING V000517	PRINTING	103550-6230 Printing & Binding	TK42910C	54.38	14821	P02746	00068767	05/04/2010
				Vendor Total:	190.32				
MW OH	INTERNAL CONTROL V000504	POLYGRAPH EXAMS	103040-6099 Other Professional Services	TK42910C	875.00	10248	P02207	00068768	05/04/2010
				Vendor Total:	875.00				
MW OH	INTERNATIONAL CODE COI MEMBERSHIP DUES V002643		102532-6255 Ducs & Memberships	TK42910C	100.00	2756495	P03246	00068769	05/04/2010
				Vendor Total:	100.00				
MW OH	ITO, ALAN V006853	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK42910C	50.00	60350		00068770	05/04/2010
				Vendor Total:	50.00				
MW OH	KBI & ASSOCIATES V002106	T-SHIRTS	104071-6301 Special Department Supplies	TK42910C	296.89	11542	P01799	00068771	05/04/2010
				Vendor Total:	296.89				
MW OH	KUDRON, MICHAEL V004952	MAY MONTHLY EXPENSES	104071-5001 Salaries/Full-Time Regular	TK42910C	50.00	MAY 2010		00068772	05/04/2010
				Vendor Total:	50.00				
MW OH	LEAGUE OF CALIFORNIA CI MONTHLY GENERAL MEETING V000565		101001-6245 Meetings & Conferencs	TK42910C	50.00	2197	P03290	00068773	05/04/2010
				Vendor Total:	50.00				

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MW OH	LINDLEY, MICHELLE V006840	TENNIS CLASS REFUND	100000-4340 / 79414-4340 Recreation Programs	TK42910C	73.00	60194		00068774	05/04/2010
				Vendor Total:	73.00				
MW OH	LOS ALTOS TROPHY CO V000584	YOUTH BBALL & COACHES AWAF	104071-6301 / 79376-6301 Special Department Supplies	TK42910C	489.38	24748	P03153	00068775	05/04/2010
				Vendor Total:	489.38				
MW OH	LOVELL, PATSY V006861	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	TK42910C	40.00	60400		00068776	05/04/2010
				Vendor Total:	40.00				
MW OH	MC FADDEN-DALE HARDW. PARTS V000635		0043-1505 Auto Supply Inventory	TK42910C	16.87	106109	P02233	00068777	05/04/2010
				Vendor Total:	16.87				
MW OH	MCCONAHA, MICHAEL V002517	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK42910C	50.00	MAY 2010		00068778	05/04/2010
				Vendor Total:	50.00				
MW IP	MEDICAL EYE SERVICES V005168	MAY INSURANCE PREMIUM	102021-5120 Optical Ins Allocation	ITK42210	-15.82	100982244901		00068684	04/22/2010
MW IP	MEDICAL EYE SERVICES V005168	MAY INSURANCE PREMIUM	395083-5164 Optical Insurance Premiums	ITK42210	1,281.44	100982244901		00068684	04/22/2010
MW IP	MEDICAL EYE SERVICES V005168	MAY INSURANCE PREMIUM	395000-4740 ISF Employee Optical Costs	ITK42210	2,103.17	100982244901		00068684	04/22/2010
				Vendor Total:	3,368.79				
MW OH	MIN, JOHN V005178	DEPOSIT REFUND - OBERLE	100000-4385 / 79179-4385 Facility Rental	TK42910C	100.00	60261		00068780	05/04/2010
				Vendor Total:	100.00				
MW OH	MONCKTON, JAMES V006836	EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	TK42910C	50.00	60179		00068781	05/04/2010
				Vendor Total:	50.00				
MW OH	MOTOROLA	MOTOROLA ASTRO RADIO	213041-6842	TK42910C	9,043.00	13768626	P02417	00068782	05/04/2010

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	V000642		Vehicles						
MW OH	MOTOROLA V000642	TAX	213041-6842 Vehicles	TK42910C	791.27	13768626	P02417	00068782	05/04/2010
MW OH	MOTOROLA V000642	SHIPPING	213041-6842 Vehicles	TK42910C	90.43	13768626	P02417	00068782	05/04/2010
Vendor Total:					9,924.70				
MW IP	MZN CONSTRUCTION INC V003959	HOUSING REHAB FOR 1574 SEQU	302535-6401 Community Programs	ITK42210	9,198.00	2298-IN	P03113	00068685	04/22/2010
Vendor Total:					9,198.00				
MW OH	NAJERA, JOSEPH V002657	BOOT REIMBURSEMENT	103655-6360 Uniforms	TK42910D	25.00	31610	P03147	00068783	05/04/2010
Vendor Total:					25.00				
MW OH	NETMOTION WIRELESS INC V005995	MDC WIRELESS SERVICE MAINT	103043-6099 Other Professional Services	TK42910D	1,718.75	112213	P03243	00068784	05/04/2010
Vendor Total:					1,718.75				
MW OH	NEVES, CHARIS V006815	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK42910D	100.00	60071		00068785	05/04/2010
Vendor Total:					100.00				
MW OH	NGUYEN, MICHAEL V005291	MAY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK42910D	50.00	MAY 2010		00068786	05/04/2010
Vendor Total:					50.00				
MW OH	NICKS, JONATHAN V004909	MAY MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	TK42910D	50.00	MAY 2010		00068787	05/04/2010
Vendor Total:					50.00				
MW OH	NOVAPRO RISK SOLUTIONS V004397	3RD PARTY ADMIN SERVICES	404582-6025 Third Party Administration	TK42910D	1,452.00	AX00008317	P02911	00068788	05/04/2010
MW OH	NOVAPRO RISK SOLUTIONS V004397	3RD PARTY ADMIN SERVICES	404582-6025 Third Party Administration	TK42910D	1,452.00	AX00008478	P02911	00068788	05/04/2010
Vendor Total:					2,904.00				

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MW OH	OFFICE DEPOT V000750	OFFICE LEATHER CHAIR #677416 -	103043-6355 Small Furniture & Fixture	TK42910D	1,374.56	514840791001	P03137	00068789	05/04/2010
Vendor Total:					1,374.56				
MW IP	OFSI V000703	COPIER LEASE - CITY HALL	432024-6175 Office Equipment Rental	ITK42210	1,063.17	1236031	P02778	00068686	04/22/2010
MW IP	OFSI V000703	COPIER LEASE - PD	103040-6175 Office Equipment Rental	ITK42210	1,512.67	1236031	P02778	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	374386-6175 Office Equipment Rental	ITK42210	176.62	1126289	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	432024-6175 Office Equipment Rental	ITK42210	176.61	1126289	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	432024-6175 Office Equipment Rental	ITK42210	176.62	1148140	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	374386-6175 Office Equipment Rental	ITK42210	176.61	1148140	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	432024-6175 Office Equipment Rental	ITK42210	176.61	1173281	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	374386-6175 Office Equipment Rental	ITK42210	176.62	1173281	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	432024-6175 Office Equipment Rental	ITK42210	221.76	1196168	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	374386-6175 Office Equipment Rental	ITK42210	221.76	1196168	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	374386-6175 Office Equipment Rental	ITK42210	176.61	1218731	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	432024-6175 Office Equipment Rental	ITK42210	176.62	1218731	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	432024-6175 Office Equipment Rental	ITK42210	253.10	1241874	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	374386-6175 Office Equipment Rental	ITK42210	253.10	1241874	P03310	00068686	04/22/2010

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MW IP	OFSI V000703	PRINTER LEASE	432024-6175 Office Equipment Rental	ITK42210	1,280.30	1242821	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	374386-6175 Office Equipment Rental	ITK42210	1,280.29	1242821	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	432024-6175 Office Equipment Rental	ITK42210	45.14	1242822	P03310	00068686	04/22/2010
MW IP	OFSI V000703	PRINTER LEASE	374386-6175 Office Equipment Rental	ITK42210	45.15	1242822	P03310	00068686	04/22/2010
Vendor Total:					7,589.36				
MW OH	OGAWA, KAREN V005894	MAY MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK42910D	75.00	MAY 2010		00068790	05/04/2010
Vendor Total:					75.00				
MW OH	OHARA, MICHAEL V006837	EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	TK42910D	25.00	60162		00068791	05/04/2010
MW OH	OHARA, MICHAEL V006837	EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	TK42910D	25.00	60163		00068791	05/04/2010
Vendor Total:					50.00				
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	51.38	879549	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	33.17	879567	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	31.59	879603	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	85.31	879844	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	6.81	880558	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	86.39	880666	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR	PARTS	0043-1505	TK42910D	44.19	881953	P01895	00068792	05/04/2010

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	V000747		Auto Supply Inventory						
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	190.83	882625	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	2.61	882757	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	2.61	882892	P01895	00068792	05/04/2010
MW OH	ONE STOP UNDERCAR V000747	PARTS	0043-1505 Auto Supply Inventory	TK42910D	5.23	882978	P01895	00068792	05/04/2010
Vendor Total:					540.12				
MW IP	ORANGE COUNTY DISTRICT V006392	PPD 10-0211 OCDA 10F03774	0044-2044 / 80025-2044 Asset Seizure Deposit	ITK42210	1,185.00	PPD #10-0211		00068687	04/22/2010
Vendor Total:					1,185.00				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/17/10 PD DATE 4/23/10	0010-2176 PCEA/OCEA Assoc Dues	PY10009	278.02	2610/1001009		00068706	04/23/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/17/10 PD DATE 4/23/10	0048-2176 PCEA/OCEA Assoc Dues	PY10009	30.70	2610/1001009		00068706	04/23/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/17/10 PD DATE 4/23/10	0037-2176 PCEA/OCEA Assoc Dues	PY10009	8.18	2610/1001009		00068706	04/23/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/17/10 PD DATE 4/23/10	0043-2176 PCEA/OCEA Assoc Dues	PY10009	28.86	2610/1001009		00068706	04/23/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/17/10 PD DATE 4/23/10	0029-2176 PCEA/OCEA Assoc Dues	PY10009	10.18	2610/1001009		00068706	04/23/2010
Vendor Total:					355.94				
MW OH	ORANGE COUNTY REGISTE V003211	MARCH LEGAL ADVERTISING	101002-6225 Advertising/Promotional	TK42910D	761.54	MARCH 2010	P02762	00068793	05/04/2010
Vendor Total:					761.54				
MW OH	ORANGE COUNTY SANITAT V000698	1ST,2ND QTR INSPECTION	484376-6120 R & M/Sewer & Storm Drain	TK42910D	215.06	41357	P02366	00068794	05/04/2010
Vendor Total:					215.06				

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MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/17/10 PD DATE 4/23/10	0048-2196 Garnishments W/H	PY10009	22.50	2714/1001009		00068707	04/23/2010
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/17/10 PD DATE 4/23/10	0029-2196 Garnishments W/H	PY10009	15.00	2714/1001009		00068707	04/23/2010
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/17/10 PD DATE 4/23/10	0010-2196 Garnishments W/H	PY10009	112.50	2714/1001009		00068707	04/23/2010
Vendor Total:					150.00				
MW OH	ORANGE EMPIRE CHAPTER V002802	CLASS A & B MEMBERSHIP DUES	102532-6255 Dues & Memberships	TK42910D	140.00	42310	P03277	00068795	05/04/2010
Vendor Total:					140.00				
MW OH	PACIFIC SYSTEMS ELECTRI V003450	VAPOR TESTING FUEL ISLAND	433658-6399 Other Supplies	TK42910D	780.00	10225	P03234	00068796	05/04/2010
Vendor Total:					780.00				
MW OH	PAPCO IRRIGATION V000799	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	TK42910D	75.00	10706	P03224	00068797	05/04/2010
MW OH	PAPCO IRRIGATION V000799	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	TK42910D	107.67	10709	P03224	00068797	05/04/2010
Vendor Total:					182.67				
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	TK42910D	1,258.41	1020069163	P01896	00068798	05/04/2010
Vendor Total:					1,258.41				
MW OH	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	TK42910D	6.09	14883	P01894	00068799	05/04/2010
MW OH	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	TK42910D	18.18	15395	P01894	00068799	05/04/2010
MW OH	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	TK42910D	6.38	16872	P01894	00068799	05/04/2010
Vendor Total:					30.65				
MW OH	PASCUA, RAYNALD V002518	MAY MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	TK42910D	100.00	MAY 2010		00068800	05/04/2010

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				Vendor Total:	100.00				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/17/10 PD DATE 4/23/10	0043-2176 PCEA/OCEA Assoc Dues	PY10009	0.75	2615/1001009		00068708	04/23/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/17/10 PD DATE 4/23/10	0037-2176 PCEA/OCEA Assoc Dues	PY10009	0.22	2615/1001009		00068708	04/23/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/17/10 PD DATE 4/23/10	0029-2176 PCEA/OCEA Assoc Dues	PY10009	0.27	2615/1001009		00068708	04/23/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/17/10 PD DATE 4/23/10	0010-2176 PCEA/OCEA Assoc Dues	PY10009	7.23	2615/1001009		00068708	04/23/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/17/10 PD DATE 4/23/10	0048-2176 PCEA/OCEA Assoc Dues	PY10009	0.78	2615/1001009		00068708	04/23/2010
				Vendor Total:	9.25				
MW OH	PEREZ, ROBERT V002519	MAY INSURANCE PREMIUM	433558-5199 Other Employee Benefits	TK42910D	33.00	MAY 2010		00068801	05/04/2010
				Vendor Total:	33.00				
MW OH	PIGUEE, MONICA V006850	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK42910D	50.00	60352		00068802	05/04/2010
				Vendor Total:	50.00				
MW OH	PISCHEL, STEVE V002520	MAY MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	TK42910D	100.00	MAY 2010		00068803	05/04/2010
				Vendor Total:	100.00				
MW IP	PLACENTIA CITY OF V000822	CASH REPLACEMENT/UC BUY FU	213041-6301 Special Department Supplies	ITK42210	437.00	41410		00068688	04/22/2010
MW IP	PLACENTIA CITY OF V000822	PETTY CASH	103040-6290 Dept. Contract Services	ITK42710	56.78	42210		00068841	04/29/2010
MW IP	PLACENTIA CITY OF V000822	PETTY CASH	103040-6235 Travel	ITK42710	15.00	42210		00068841	04/29/2010
MW IP	PLACENTIA CITY OF V000822	PETTY CASH	103040-6245 Meetings & Conferences	ITK42710	50.00	42210		00068841	04/29/2010
MW IP	PLACENTIA CITY OF	PETTY CASH	103040-6290	ITK42710	40.52	42210		00068841	04/29/2010

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	V000822		Dept. Contract Services						
MW IP	PLACENTIA CITY OF V000822	PETTY CASH	103040-6301 Special Department Supplies	ITK42710	30.99	42210		00068841	04/29/2010
				Vendor Total:	630.29				
MW OH	PLACENTIA CHAMBER OF C V000772	STATE OF THE CITY BREAKFAST	102020-6245 Meetings & Conferences	TK42910D	45.00	9231	P03289	00068804	05/04/2010
MW OH	PLACENTIA CHAMBER OF C V000772	STATE OF THE CITY BREAKFAST	104071-6245 Meetings & Conferences	TK42910D	45.00	9231	P03289	00068804	05/04/2010
MW OH	PLACENTIA CHAMBER OF C V000772	STATE OF THE CITY BREAKFAST	101512-6245 Meetings & Conferences	TK42910D	225.00	9231	P03289	00068804	05/04/2010
MW OH	PLACENTIA CHAMBER OF C V000772	STATE OF THE CITY BREAKFAST	101001-6245 Meetings & Conferences	TK42910D	135.00	9231	P03289	00068804	05/04/2010
MW OH	PLACENTIA CHAMBER OF C V000772	STATE OF THE CITY BREAKFAST	101511-6245 Meetings & Conferences	TK42910D	180.00	9231	P03289	00068804	05/04/2010
				Vendor Total:	630.00				
MW IP	PLACENTIA DISPOSAL V000766	FEB REFUSE PAYMENT	370000-4358 Contractor	ITK42710	146,545.50	FEBRUARY 10	P02236	00068842	04/29/2010
				Vendor Total:	146,545.50				
MW OH	PLACENTIA POLICE MANAC V000839	P/E 4/17/10 PD DATE 4/23/10	0010-2180 Police Mgmt Assn Dues	PY10009	995.66	2625/1001009		00068709	04/23/2010
				Vendor Total:	995.66				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 4/17/10 PD DATE 4/23/10	0010-2178 Placentia Police Assoc Dues	PY10009	2,396.33	2620/1001009		00068710	04/23/2010
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 4/17/10 PD DATE 4/23/10	0022-2178 Placentia Police Assoc Dues	PY10009	44.40	2620/1001009		00068710	04/23/2010
				Vendor Total:	2,440.73				
MW OH	POWERS, MARY V006854	REFUND BALANCE	100000-4340 / 79448-4340 Recreation Programs	TK42910D	14.00	60328		00068805	05/04/2010
				Vendor Total:	14.00				
MW IP	PRINCIPAL LIFE INSURANC	MAY INSURANCE PREMIUM	101511-5163	ITK42210	406.91	MAY 2010		00068689	04/22/2010

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	V000844		Life Insurance Premiums						
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY INSURANCE PREMIUM	102020-5163 Life Insurance Premiums	ITK42210	141.43	MAY 2010		00068689	04/22/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY INSURANCE PREMIUM	104072-5163 Life Insurance Premiums	ITK42210	55.94	MAY 2010		00068689	04/22/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY INSURANCE PREMIUM	102531-5163 Life Insurance Premiums	ITK42210	202.50	MAY 2010		00068689	04/22/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY INSURANCE PREMIUM	103040-5163 Life Insurance Premiums	ITK42210	244.32	MAY 2010		00068689	04/22/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY INSURANCE PREMIUM	103650-5163 Life Insurance Premiums	ITK42210	234.87	MAY 2010		00068689	04/22/2010
				Vendor Total:	1,285.97				
MW IP	PROGRESSIVE GLASS & MII V006830	BRADFORD ELEVATOR GLASS	333552-6185 / 61009-6185 Construction Services	ITK42210	1,723.60	4262	P03298	00068690	04/22/2010
MW IP	PROGRESSIVE GLASS & MII V006830	BRADFORD ELEVATOR GLASS	333552-6185 / 61009-6185 Construction Services	ITK42210	630.00	4263	P03298	00068690	04/22/2010
				Vendor Total:	2,353.60				
MW IP	PUBLIC AGENCY RISK SHAI V000241	SIR REFUND	404582-6210 Liability Claims	ITK42210	22,739.03	4162010		00068691	04/22/2010
				Vendor Total:	22,739.03				
MW OH	QUARTERMASTER UNIFORM V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK42910E	338.76	R501382400017	P02093	00068806	05/04/2010
MW OH	QUARTERMASTER UNIFORM V005761	SUPPORT SERVICES DIVISION UN	103043-6360 Uniforms	TK42910E	60.82	R501393501019	P02093	00068806	05/04/2010
MW OH	QUARTERMASTER UNIFORM V005761	SUPPORT SERVICES DIVISION UN	103043-6360 Uniforms	TK42910E	9.52	R501393600019	P02093	00068806	05/04/2010
				Vendor Total:	409.10				
MW OH	REID, MARY V006834	EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	TK42910E	50.00	60166		00068807	05/04/2010
				Vendor Total:	50.00				

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MW OH	RHOADES, DONNA V006855	CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	TK42910E	69.00 60349		00068808	05/04/2010
				Vendor Total:	69.00			
MW IP	RIVERSIDE COUNTY DISTRI V006744	INTEREST	100000-4601 Interest Earnings	ITK42210	168.22 PPD07-4253A		00068692	04/22/2010
MW IP	RIVERSIDE COUNTY DISTRI V006744	DA CASE A08-052	0044-2044 / 80025-2044 Asset Seizure Deposit	ITK42210	4,460.00 PPD07-4253A		00068692	04/22/2010
				Vendor Total:	4,628.22			
MW OH	ROBLES, ANGELA V005730	MAY MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	TK42910E	25.00 MAY 2010		00068809	05/04/2010
MW OH	ROBLES, ANGELA V005730	MAY MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	TK42910E	25.00 MAY 2010		00068809	05/04/2010
MW IP	ROBLES, ANGELA V005730	MEETING REIMBURSEMENT	101002-6245 Mectings & Conferences	ITK42710	30.00 42110	P03333	00068843	04/29/2010
				Vendor Total:	80.00			
MW OH	RODRIGUEZ, DONNA V005014	SHEET MUSIC REIMBURSEMENT	0044-2040 / 80034-2040 Special Deposits	TK42910E	221.63 42210	P03295	00068810	05/04/2010
				Vendor Total:	221.63			
MW OH	ROSSER, VICTORIA V006851	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK42910E	50.00 60354		00068811	05/04/2010
				Vendor Total:	50.00			
MW OH	SCHWARTZ, MONIQUE V004447	MAY MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	TK42910E	50.00 MAY 2010		00068812	05/04/2010
				Vendor Total:	50.00			
MW OH	SHAH, PURVI V004923	REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	TK42910E	160.00 60281		00068813	05/04/2010
				Vendor Total:	160.00			
MW OH	SHARP SEATING CO V001221	ROSE PARADE EXCURSION 2011	104071-6270 Excursions	TK42910E	1,452.00 120801	P03227	00068814	05/04/2010

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				Vendor Total:	1,452.00				
MW OH	SHRED-IT LOS ANGELES V000905	DOC DESTRUCTION	374386-6299 Other Purchased Services	TK42910E	168.48	00333646568	P02411	00068815	05/04/2010
				Vendor Total:	168.48				
MW OH	SIECKE, WARREN C V000925	BASTENCHURY SIGNAL	333552-6185 / 61027-6185 Construction Services	TK42910E	1,700.00	5985	P02885	00068816	05/04/2010
MW OH	SIECKE, WARREN C V000925	BASTENCHURY SIGNAL	333552-6185 / 61027-6185 Construction Services	TK42910E	1,075.00	5986	P02885	00068816	05/04/2010
				Vendor Total:	2,775.00				
MW OH	SMITH, WARD V002806	MAY MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK42910E	50.00	MAY 2010		00068817	05/04/2010
				Vendor Total:	50.00				
MW IP	SOUTHERN CALIFORNIA EI V000910	ELECTRIC CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK42210	3,802.34	4212010		00068693	04/22/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	ELECTRIC CHARGES	0010-1224 AR/City of Fullerton	ITK42210	148.13	4212010		00068693	04/22/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	ELECTRIC CHARGES	0010-1226 AR/City of Yorba Linda	ITK42210	76.77	4212010		00068693	04/22/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	ELECTRIC CHARGES	296561-6330 Electricity	ITK42210	14,870.24	4212010		00068693	04/22/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	ELECTRIC CHARGES	0010-1228 AR/County of Orange	ITK42210	37.91	4212010		00068693	04/22/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	ELECTRIC CHARGES	431010-6330 Electricity	ITK42210	57,489.98	4212010		00068693	04/22/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	ELECTRIC CHARGES	0010-1232 Accts Rec/Other Agencies	ITK42210	23.57	4212010		00068693	04/22/2010
				Vendor Total:	76,448.94				
MW OH	SOUTHERN CALIFORNIA G/ V000993	FEB MAINT FEE	384359-6137 Repair Maint/Equipment	TK42910E	575.00	91060628	P02329	00068818	05/04/2010
				Vendor Total:	575.00				

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MW OH	SPECIALIZED INSTALLATIC V006827	REMOVAL OF CCTV EQUIPMENT	501515-6137 / 20016-6137 Repair Maint/Equipment	TK42910E	800.00	1044	P03266	00068819	05/04/2010
Vendor Total:					800.00				
MW IP	SPRINT V006126	PHONE CHARGES	431010-6215 Telephone	ITK42210	509.67	9503110100432		00068694	04/22/2010
Vendor Total:					509.67				
MW OH	STATE CHEMICAL MFG CO, V000913	FRAGRANCE PAK	433654-6301 Special Department Supplies	TK42910E	352.71	94585915	P01774	00068820	05/04/2010
Vendor Total:					352.71				
MW OH	SUBURBAN PROPANE V000971	PROPANE FUEL	0043-1505 Auto Supply Inventory	TK42910E	14.68	641451	P01911	00068821	05/04/2010
Vendor Total:					14.68				
MW IP	SUNGARD PUBLIC SECTOR V005987	APRIL ASP MAINT	422023-6136 Software Maintenance	ITK42210	5,000.00	18517	P02470	00068695	04/22/2010
Vendor Total:					5,000.00				
MW OH	SWINDELL, MIKE V004338	MAY MONTHLY EXPENSES	103555-5001 Salaries/Full-Time Regular	TK42910E	37.50	MAY 2010		00068822	05/04/2010
MW OH	SWINDELL, MIKE V004338	MAY MONTHLY EXPENSES	296561-5001 Salaries/Full-Time Regular	TK42910E	12.50	MAY 2010		00068822	05/04/2010
Vendor Total:					50.00				
MW IP	T-MOBILE V004339	MARCH PHONE CHARGES	431010-6215 Telephone	ITK42210	2,483.59	04202010		00068696	04/22/2010
MW IP	T-MOBILE V004339	MARCH PHONE CHARGES	431010-6215 Telephone	ITK42210	1,851.58	04212010		00068696	04/22/2010
Vendor Total:					4,335.17				
MW OH	TEUTIMEZ, ROSE V006841	DEPOSIT REFUND - VALADEZ	100000-4385 / 79178-4385 Facility Rental	TK42910E	125.00	60255		00068823	05/04/2010
Vendor Total:					125.00				
MW OH	THORNLEY, DIRK	GAS OUTLET PERMIT REFUND	100000-4162	TK42910E	37.00	42310	P03258	00068824	05/04/2010

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	V006803		Plumbing Permits						
				Vendor Total:	37.00				
MW IP	UNITED STATE,POSTAL SEF V002711	SUMMER QUARTERLY	104070-6325 Postage	ITK42710	1,000.00	SUMMER 10	P02220	00068845	04/29/2010
				Vendor Total:	1,000.00				
MW OH	UNITED WAY OF ORANGE C V001062	P/E 4/17/10 PD DATE 4/23/10	0010-2193 Charity	PY10009	20.00	2635/1001009		00068711	04/23/2010
				Vendor Total:	20.00				
MW OH	URBAN GRAFFITI ENTERPR V001077	JUNE GRAFFITI REMOVAL	103652-6290 Dept. Contract Services	TK42910E	4,864.50	PLA2906	P02889	00068825	05/04/2010
				Vendor Total:	4,864.50				
MW IP	US BANK CORPORATE PAYI V005008	EVIDENCE SUPPLIES	103043-6301 Special Department Supplies	ITK42210	148.57	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	CELL BATTERY	103041-6301 / 50045-6301 Special Department Supplies	ITK42210	38.83	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	APWA WORKSHOP	103550-6250 Staff Training	ITK42210	550.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK42210	49.83	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK42210	51.31	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK42210	48.71	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	FASTRAK	101511-6301 Special Department Supplies	ITK42210	30.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK42210	56.91	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK42210	48.72	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI	SEMINAR REG	103550-6245	ITK42210	45.00	MARCH 2010		00068697	04/22/2010

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	V005008		Meetings & Conferences						
MW IP	US BANK CORPORATE PAYI HOTEL RENTAL V005008		103040-6245 Meetings & Conferences	ITK42210	488.92	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI CAR RENTAL V005008		103040-6245 Meetings & Conferences	ITK42210	138.16	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI KITCHEN SUPPLIES V005008		103040-6301 Special Department Supplies	ITK42210	38.92	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI KEYS V005008		104072-6301 Special Department Supplies	ITK42210	3.44	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI SUPPLIES V005008		104072-6301 Special Department Supplies	ITK42210	201.72	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI CTLC SUPPLIES V005008		0044-2040 / 79164-2040 Special Deposits	ITK42210	127.67	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI SR. CENTER SUPPLIES V005008		0044-2040 / 79278-2040 Special Deposits	ITK42210	100.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI HANDOUTS-STATE OF THE CITY V005008		101511-6301 Special Department Supplies	ITK42210	453.27	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI ROTARY HAMMER V005008		433654-6130 Repair & Maint/Facilities	ITK42210	270.79	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI DOUBLE DOOR V005008		433654-6130 Repair & Maint/Facilities	ITK42210	500.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI DOOR HARDWARE V005008		433654-6130 Repair & Maint/Facilities	ITK42210	78.53	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI ICE MACHINE PUMP V005008		433654-6130 Repair & Maint/Facilities	ITK42210	195.92	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI KEYS V005008		433654-6130 Repair & Maint/Facilities	ITK42210	19.25	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI PLUMBING SUPPLIES V005008		433654-6301 Special Department Supplies	ITK42210	105.88	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI DEADBOLTS V005008		433654-6130 Repair & Maint/Facilities	ITK42210	289.82	MARCH 2010		00068697	04/22/2010

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MW IP	US BANK CORPORATE PAYI V005008	WINDOW	433654-6130 Repair & Maint/Facilities	ITK42210	92.40	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	DOOR HINGE - PD	433654-6130 Repair & Maint/Facilities	ITK42210	41.88	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	DOOR FRAME - PD	433654-6130 Repair & Maint/Facilities	ITK42210	57.49	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	LIGH BULBS	433654-6130 Repair & Maint/Facilities	ITK42210	79.81	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	LABELS	104071-6301 / 79370-6301 Special Department Supplies	ITK42210	27.17	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	POOL CLEANING - GOMEZ	104071-6130 / 79169-6130 Repair & Maint/Facilities	ITK42210	300.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	POOL CLEANING - GOMEZ	104071-6130 / 79169-6130 Repair & Maint/Facilities	ITK42210	300.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	MEDALS	104071-6301 / 79380-6301 Special Department Supplies	ITK42210	90.05	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	CARDSTOCK	104071-6301 / 79380-6301 Special Department Supplies	ITK42210	16.30	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PAPA MEMBERSHIP	103655-6257 Licenses & Permits	ITK42210	40.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	FENCING	433654-6130 Repair & Maint/Facilities	ITK42210	320.37	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	TENSION BARS	433654-6130 Repair & Maint/Facilities	ITK42210	19.92	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PADLOCKS & CHAIN	433654-6130 Repair & Maint/Facilities	ITK42210	103.27	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	SAFETY VESTS	103652-6301 Special Department Supplies	ITK42210	275.63	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	CONCRETE	103652-6301 Special Department Supplies	ITK42210	7.53	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI	TOOLS	103652-6350	ITK42210	56.41	MARCH 2010		00068697	04/22/2010

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	V005008		Small Tools/Equipment						
MW IP	US BANK CORPORATE PAYI V005008	POST HOLE DIGGER	103652-6301 Special Department Supplies	ITK42210	91.11	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	OFFICE SUPPLIES	102531-6315 Office Supplies	ITK42210	40.85	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PAINT	103652-6301 Special Department Supplies	ITK42210	149.75	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	NOTEBOOKS	101513-6230 Printing & Binding	ITK42210	179.27	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	CHAIN FOR CHAINSAW	103652-6350 Small Tools/Equipment	ITK42210	30.93	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	CHAIN FOR CHAINSAW	103652-6350 Small Tools/Equipment	ITK42210	17.40	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	OFFICE SUPPLIES	102533-6315 Office Supplies	ITK42210	89.14	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	SUPPLIES	103655-6301 Special Department Supplies	ITK42210	63.84	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PARTS	103655-6301 Special Department Supplies	ITK42210	13.05	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PARTS	103655-6301 Special Department Supplies	ITK42210	16.83	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	TOOLS	103655-6350 Small Tools/Equipment	ITK42210	50.84	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	RESTROOM PARTS	103655-6301 Special Department Supplies	ITK42210	420.32	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	OUTSIDE LIGHTS	103655-6301 Special Department Supplies	ITK42210	82.71	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	BACK BOARDS	103655-6301 Special Department Supplies	ITK42210	113.45	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK42210	14.07	MARCH 2010		00068697	04/22/2010

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MW IP	US BANK CORPORATE PAYI V005008	SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK42210	25.35	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK42210	86.46	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK42210	200.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK42210	59.27	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK42210	46.43	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PATCH CABLES	422023-6301 Special Department Supplies	ITK42210	91.06	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	FIELD OPERATION GUIDES	501515-6301 / 20016-6301 Special Department Supplies	ITK42210	185.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	RACES SUPPLIES	501515-6301 / 20016-6301 Special Department Supplies	ITK42210	8.98	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	ROLLER KIT	422023-6135 Repair/Maint Off Furn & Eqp	ITK42210	103.35	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	CREDIT	0043-1505 Auto Supply Inventory	ITK42210	-157.68	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	LEAF SPRING SET	0043-1505 Auto Supply Inventory	ITK42210	49.43	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	WHEEL	0043-1505 Auto Supply Inventory	ITK42210	16.30	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	SPRAY NOZZLE	0043-1505 Auto Supply Inventory	ITK42210	15.16	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	SPRAY PAINT	0043-1505 Auto Supply Inventory	ITK42210	14.66	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	HOSE	0043-1505 Auto Supply Inventory	ITK42210	43.48	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI	NVG STATION PARTS	384359-6137	ITK42210	129.82	MARCH 2010		00068697	04/22/2010

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	V005008		Repair Maint/Equipment						
MW IP	US BANK CORPORATE PAYI V005008	VEHICLE CHARGER	0043-1505 Auto Supply Inventory	ITK42210	27.18	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	EQUIPMENT REPAIR	0043-1505 Auto Supply Inventory	ITK42210	217.13	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	CREDIT	0043-1505 Auto Supply Inventory	ITK42210	-191.40	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	FUEL ISLAND SUPPLIES	0043-1505 Auto Supply Inventory	ITK42210	48.75	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	NETWORK CARD	433658-6301 Special Department Supplies	ITK42210	17.93	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	COOLER HOLDER	0043-1505 Auto Supply Inventory	ITK42210	48.66	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	BUMPER	0043-1505 Auto Supply Inventory	ITK42210	157.68	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PAINT	103652-6301 Special Department Supplies	ITK42210	150.76	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	RESEED WITH TOPPER	103655-6301 Special Department Supplies	ITK42210	42.26	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	WEED EATER STRING	103655-6301 Special Department Supplies	ITK42210	65.18	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PAPA SEMINAR	103655-6257 Licenses & Permits	ITK42210	70.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	TRAINING	103040-6250 Staff Training	ITK42210	125.00	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	LUNCH MEETING	101511-6245 Meetings & Conferences	ITK42210	71.61	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	ENGRAVING	101512-6301 Special Department Supplies	ITK42210	7.07	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	REFRESHMENTS	104072-6301 Special Department Supplies	ITK42210	59.58	MARCH 2010		00068697	04/22/2010

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	US BANK CORPORATE PAYI V005008	MARCH CAL CARD PAYMENT	101512-6320 Books & Periodicals	ITK42210	95.16	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK42210	18.47	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	SUPPLIES	104071-6301 Special Department Supplies	ITK42210	47.34	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	PHYSICIAN REFERENCE BOOK	103040-6320 Books & Periodicals	ITK42210	211.90	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	TONER	103040-6315 Office Supplies	ITK42210	646.93	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	DOOR HANGERS	213041-6301 / 50095-6301 Special Department Supplies	ITK42210	391.50	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	DUI CHECKPOINT MEALS	103041-6235 Travel	ITK42210	159.16	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	REPLINISH CASSETTES	103043-6301 Special Department Supplies	ITK42210	456.75	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	REPLENISH CD SUPPLY	103043-6301 Special Department Supplies	ITK42210	467.63	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	REPAIR PAS EQUIPMENT	103043-6301 Special Department Supplies	ITK42210	123.95	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	DISPOSABLE BLANKETS	103043-6301 Special Department Supplies	ITK42210	258.45	MARCH 2010		00068697	04/22/2010
MW IP	US BANK CORPORATE PAYI V005008	STOP SIGNS	103652-6310 Street Signs	ITK42210	101.83	MARCH 2010	P02888	00068697	04/22/2010
Vendor Total:					12,095.49				
MW IP	USA MOBILITY WIRELESS I V005024	MARCH PHONE CHARGES	431010-6215 Telephone	ITK42210	37.04	T7907653D		00068698	04/22/2010
Vendor Total:					37.04				
MW IP	Union Bank PARS #674602240 V006596	PAYROLL CONT/DEDUCTIONS	0010-2131 Employer PARS/ARS Payable	ITK42710	1,460.79	0417100		00068844	04/29/2010
MW IP	Union Bank PARS #674602240 V006596	PAYROLL CONT/DEDUCTIONS	0010-2126	ITK42710	1,460.79	0417100		00068844	04/29/2010

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006596		Employee PARS/ARS W/H						
				Vendor Total:	2,921.58				
MW IP	VAVRINEK TRINE DAY & C V004862	AUDITING SERVICES	102021-6010 Accounting & Auditing Service	ITK42210	9,000.00	0069992-IN	P02976	00068699	04/22/2010
				Vendor Total:	9,000.00				
MW OH	VERDUZCO, BETTI V005090	DEPOSIT REFUND - TRICITY	100000-4385 / 79188-4385 Facility Rental	TK42910E	50.00	60347		00068826	05/04/2010
				Vendor Total:	50.00				
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK42910E	89.18	716297	P01768	00068827	05/04/2010
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK42910E	355.94	771260	P01768	00068827	05/04/2010
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK42910E	358.06	776498	P01768	00068827	05/04/2010
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK42910E	89.18	776499	P01768	00068827	05/04/2010
				Vendor Total:	892.36				
MW OH	WEIDNER, ELAINE V006838	EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	TK42910E	50.00	60169		00068828	05/04/2010
				Vendor Total:	50.00				
MW OH	WEST COAST ARBORISTS IN V001124	TREE TRIMMING	103655-6115 Landscaping	TK42910E	488.40	64675	P01946	00068829	05/04/2010
				Vendor Total:	488.40				
MW OH	WILLDAN ENGINEERING V006689	TRAFFIC ENGINEERING SERVICES	103550-6015 Engineering Services	TK42910E	4,480.00	006-10092	P02965	00068830	05/04/2010
MW OH	WILLDAN ENGINEERING V006689	TRAFFIC ENGINEERING SERVICES	103550-6015 Engineering Services	TK42910E	1,130.00	006-10093	P02965	00068830	05/04/2010
				Vendor Total:	5,610.00				
MW OH	WILLDAN ENGINEERING	PLACENTIA AVE REHAB - PROJEC	333552-6185 / 6103140202-6185	TK42910E	840.00	004-10090	P03307	00068831	05/04/2010

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006831		Construction Services						
				Vendor Total:	840.00				
MW OH	WOLF, MARY V006839	EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	TK42910E	50.00	60172		00068832	05/04/2010
				Vendor Total:	50.00				
MW OH	WU, JONATHAN V006550	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK42910E	50.00	MAY 2010		00068833	05/04/2010
				Vendor Total:	50.00				
MW OH	XLNT TINT WINDOW TINTING V001145	WINDOW TINTING	0043-1505 Auto Supply Inventory	TK42910E	25.00	29823	P01939	00068834	05/04/2010
				Vendor Total:	25.00				
MW IP	YORBA LINDA WATER DIST V001148	APRIL WATER CHARGES	431010-6335 Water	ITK42210	474.66	APRIL 2010		00068701	04/22/2010
				Vendor Total:	474.66				
MW IP	YORBA LINDA WATER DIST V006633	MARCH SEWER CHARGES	431010-6335 Water	ITK42210	250.00	4917		00068700	04/22/2010
				Vendor Total:	250.00				
MW OH	ZUMAR INDUSTRIES INC V001156	STREET SIGNS	103652-6310 Street Signs	TK42910E	81.45	0121352	P02887	00068835	05/04/2010
				Vendor Total:	81.45				
				Type Total:	619,620.65				
				Warrant Total:	686,690.23				

MINUTES – CITY COUNCIL – CITY OF PLACENTIA

**CITY COUNCIL CHAMBERS
401 EAST CHAPMAN AVENUE**

REGULAR MEETING

APRIL 20, 2010

7:00 P.M.

CLOSED SESSION

Mayor Pro Tem/Agency Vice Chairman Underhill called the Executive Session of the City Council of the City of Placentia and Redevelopment Agency Board of Directors to order at 6:05 p.m. in Council Chambers.

ROLL CALL: Present: Constance Underhill, Mayor Pro Tem / Agency Vice Chairman
Greg Sowards, Councilmember/Agency Member
Jeremy B. Yamaguchi, Councilmember/Agency Member
Absent: Scott W. Nelson, Councilmember/Agency Member
Joseph V. Aguirre, Mayor/Agency Chairman

ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

At this time, the public is invited to address the City Council concerning any items on the Closed Session Agenda.

NO ORAL COMMUNICATIONS WERE OFFERED AT THIS TIME.

CITY COUNCIL

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding One (1) Item of Existing Litigation –
 - a. Del Cerro Mobile Estates and S&D Associates v. City of Placentia, et. al., Orange County Superior Court Case No. 00180072
2. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation - Two (2) Items
4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
 - a. Property: 210 E. Crowther Avenue, APN 339-451-13
City Negotiator: Troy Butzlaff
Negotiating Parties: Joseph Erickson
Under Negotiations: Price and Terms of Payment
 - b. Property: 1275 E. Yorba Linda Blvd., APN 334-161-05
City Negotiator: Troy Butzlaff
Negotiating Parties: Ben Ng
Under Negotiations: Price and Terms of Payment

Agenda Item: **CC 3.**

Meeting Date: **May 4, 2010**

CALL TO ORDER THE REGULAR MEETING OF THE CITY COUNCIL:

Mayor /Agency Chairman Aguirre called the regular meeting of the City Council of the City of Placentia and Redevelopment Agency Board of Directors to order at 7:00 p.m. in the Council Chambers.

ROLL CALL: Present: Joseph V. Aguirre, Mayor/Agency Chairman
Constance Underhill, Mayor Pro Tem / Agency Vice Chairman
Scott W. Nelson, Councilmember/Agency Member
(arrived at 7:30 p.m.)
Greg Sowards, Councilmember/Agency Member
Jeremy B. Yamaguchi, Councilmember/Agency Member

Others Present: Troy L. Butzlaff, City Administrator
Patrick J. Melia, City Clerk
Andrew V. Arczynski, City Attorney

INVOCATION: Gary Drabek, Police Chaplin

PLEDGE OF ALLEGIANCE: Councilmember Yamaguchi led the assembly in reciting the Pledge of Allegiance.

PRESENTATIONS

1. Proclamation Designating the Month of April 2010, as DMV/Donate Life California Month in Placentia, California

Recipient: Stephanie L. McMackin, J.D.

Presenter: Mayor Aguirre

Stephanie McMackin shared that she is a liver transplant recipient of 20 years. She invited the community to participate in the Donate Life Run/Walk on May 1, 2010, at Cal State Fullerton.

Mayor Aguirre presented the Proclamation to Ms. McMackin designating the month of April 2010, as DMV/Donate Life California Month in Placentia, California.

Councilmember Sowards encouraged everyone without religious constraints to register to become an organ donor.

2. Southern California Edison State of the Utility

Presenter: Pat Buttress, Southern California Edison Region Manager

Pat Buttress, Southern California Edison Region Manager, presented the State of the Utility. She reported that SCE is building a more efficient electric grid, installing new pole wire, and more than 5 million technically advanced meters by 2012. SCE is investing \$100,000 to upgrade the Placentia Substation. She talked about the various programs available to residents such as the

CARE program and Edison Level Pay Plan. She talked about SCE's commitment to the community and their participation and sponsorship of various community and City events.

3. Earthquake Preparedness 2010

Presenter: Fire Chief Rick Reeder, Orange County Fire Authority

Fire Captain Talbert gave an overview of earthquake preparedness. Information is available online at www.ocfa.org. He promoted the CERT program and encouraged residents to sign up.

4. Spotlight on Code Enforcement

Presenter: Susan Craft, Code Enforcement Officer

Susan Craft, Code Enforcement Officer, provided a quarterly update of code enforcement efforts in the community. She commented that the Code enforcement program is working well and compliance is being achieved with the administrative citation program. She stated that a challenge is that the City does not have property maintenance standards.

CITY ATTORNEY REPORT

City Attorney Arczynski reported out that the City of Placentia and the Orange County Transportation Authority prevailed in Court on the matter involving Del Cerro Mobile Estates and S&D Associates. The Court sustained the City's demur without leave to amend and staff is expecting the judgment in favor of the City and OCTA to be issued within the next few days.

CITY ADMINISTRATOR REPORT

The City Services Academy concludes on Wednesday, April 21, 2010. The Academy provided participants with a comprehensive overview of local government. It will be offered again during the Fall.

Shred It Day and E-Waste Disposal are scheduled for Saturday, April 24, 2010, from 8:00 am to noon at City Hall.

Orange County Animal Control offers pet owners amnesty for unlicensed dogs. The Dog License Amnesty Program runs through May 15, 2010; details and more information are available at www.ocgov.com.

ORAL COMMUNICATIONS

Kathy Bandera, 225 Lanai Lane, asked about the fence construction and height along Kramer and the underpass.

Erin Coggins, Placentia Chamber of Commerce, announced that on April 30th is the State Update Breakfast with Senator Bob Huff at Alta Vista County Club and tickets are still available. She announced that August 2nd is the Janet Evans Golf Tournament at Alta Vista Golf Course and invited the community to participate.

Craig Green, Nenno Avenue, member of Citizens for Better Placentia, commented on agenda item CC 7, asking Council that due diligence be carried out when it comes to hiring consultants and contractors. He wondered if Donate Life could be placed on the City's website.

Edmund Ponce, commented on the new Corporate Yard Sign. He informed the City Council that in 1994 Councilmember Tynes requested the Corporate Yard be dedicated to his father Emilio Ponce and the original sign displayed his name. He asked why his fathers name had been removed when the sign was replaced.

CITY COUNCIL COMMENTS AND REPORTS

Councilmember Nelson recognized Ms. Buttress from Southern California Edison. He congratulated City Attorney Arczynski and OCTA on the outcome pertaining to Del Cerro Mobile Estates and S&D Associates. He reported that he and Councilmember Yamaguchi attended the Orange County Infrastructure Report Card meeting. He attended the State League Employee Relations Committee meeting and the topic of discussion was pension reform. He encouraged everyone to get involved with the Chamber of Commerce and recognized Chamber President Coggins.

Councilmember Yamaguchi stated that more information about the OC Infrastructure Report is available online at www.occities.org.

Councilmember Sowards encouraged members of the community to register to become organ donors. He requested an annual report to the City Council from the Finance Oversight Committee.

Mayor Pro Tem Underhill pointed out that the Finance Oversight Committee meetings are open to the public.

Mayor Aguirre announced that on April 23rd he will serve on a panel to review senior project evaluations at El Dorado High School. He announced that on April 30th is the Chamber of Commerce State Update Breakfast. April 24th is Shred It Day and E-Waste Disposal Day. May 1st is Donate Life Run/Walk at Cal State Fullerton.

CONSENT CALENDAR

CC 1. Warrant Register for April 7, 2010 through April 20, 2010

Financial Impact: \$247,346.06

Recommended Action: Approve

(ACTION: APPROVED 5-0.)

CC 2. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Recommended Action: Approve
(ACTION: APPROVED 5-0.)

CC 3. Minutes

Regular Meeting – April 6, 2010

Recommended Action: Approve
(ACTION: APPROVED 5-0.)

CC 4. Consideration to Approve an Amendment to the Contract with Bureau Veritas for On-Call Plan Review Services of the Metrolink Station and Grade Separation Projects

Financial Impact: Expense: Reimbursed through Project Funding at no Net Cost to the City

Recommended Action: Approve Amendment No. 1 to the Professional Services Agreement with Bureau Veritas to Include On-Call Plan Review Services for the Placentia Metrolink Station and Grade Separation Projects at the Contract Rate of \$175.00 per hour; and Authorize the City Administrator to Execute all Necessary Documents to Effectuate this Agreement

(ITEM PULLED FOR DISCUSSION)

CC 5. Consideration to Approve Bond Release for K.B. Homes, Clementine Properties

Financial Impact: None

Recommended Action: Approve and Authorize the City Engineer to Release the Original Grading, Improvement, Labor, Materials and Faithful Performance Bond in the Amount of \$1,474,916.00

(ACTION: APPROVED 5-0.)

CC 6. Consideration of Acceptance of Construction Work for the Bradford Avenue Pedestrian Overcrossing Project Phase II

Financial Impact: Expense: \$1,571,973.05 Budgeted Account 333552-6185 J/L 61009 (Construction Capital Projects); Revenue: \$1,911,903.00 Account 493504-4201 J/L 610094202 (\$1,082,000 Federal Funds and \$829,903 State Proposition 1B Funds)

Recommended Action:

1. Accept the contract work by Pima Corporation, for Construction of the Bradford Avenue Pedestrian Overcrossing Project Phase II in the Total Amount of \$1,571,973.05;
2. Authorize the City Engineer to File a Notice of Completion with the Orange County Recorder for the Project; and,
3. Authorize the City Engineer to Release the Retention in Accordance with the Terms of the Contract

(ACTION: APPROVED 5-0.)

CC 7. Consideration to Adopt Resolution Amending the Fiscal Year 2009/10 Budget for the Purchase and Outfitting of Five (5) 2010 Ford Crown Victoria Police Sedans

Financial Impact: Approximately \$152,930.00; Unbudgeted: Equipment Replacement Fund-Vehicles, Account #417058-6842

Recommended Action:

1. Purchase of Five (5) 2010 Ford Crown Victoria Police Sedans from Wondries Fleet Group Under the Cooperative Purchase Provision of the County of Los Angeles, in an Amount Not-to-Exceed \$120,430.00;
2. Approve a Contract with West Coast Lights and Siren for Vehicle Outfitting in the Amount Not-to-Exceed \$32,500.00; and,
3. Approve **Resolution No. R-2010-23**, Amending the Fiscal Year 09/10 Budget in the Amount of \$152,930.00

(ITEM PULLED FOR DISCUSSION)

Councilmember Sowards moved, seconded by Yamaguchi, to approve the recommended actions on the Consent Calendar with the exception of items CC 4 and CC 7, which were pulled for discussion. Motion carried: 5-0.

ITEMS PULLED FOR DISCUSSION

CC 4. Consideration to Approve an Amendment to the Contract with Bureau Veritas for On-Call Plan Review Services of the Metrolink Station and Grade Separation Projects

Financial Impact: Expense: Reimbursed through Project Funding at no Net Cost to the City

Recommended Action: Approve Amendment No. 1 to the Professional Services Agreement with Bureau Veritas to Include On-Call Plan Review Services for the Placentia Metrolink Station and Grade Separation Projects at the Contract Rate of \$175.00 per hour; and Authorize the City Administrator to Execute all Necessary Documents to Effectuate this Agreement

City Administrator Butzlaff explained this request is coming before the City Council as a result of Orange County Transportation Authority (OCTA) requiring the City to review design plans for all five grade separations. The review requires the expertise of a qualified engineer to ensure that the plans conform to City standards. Bureau Veritas is currently providing project management services for the grade separations project and this would be an extension of their contract. The contract costs are reimbursable by OCTA. Staff recommends the City Council approve the amendment to the contract with Bureau Veritas for project management to include design review.

Mayor Pro Tem Underhill moved, seconded by Sowards, to Approve Amendment No. 1 to the Professional Services Agreement with Bureau Veritas to Include On-Call Plan Review Services for the Placentia Metrolink Station and Grade Separation Projects at the Contract Rate of \$175.00 per hour; and Authorize the City Administrator to Execute all Necessary Documents to Effectuate this Agreement. Motion carried: 5-0.

CC 7. Consideration to Adopt Resolution Amending the Fiscal Year 2009/10 Budget for the Purchase and Outfitting of Five (5) 2010 Ford Crown Victoria Police Sedans

Financial Impact: Approximately \$152,930.00; Unbudgeted: Equipment Replacement Fund-Vehicles, Account #417058-6842

Recommended Action:

1. Purchase of Five (5) 2010 Ford Crown Victoria Police Sedans from Wondries Fleet Group Under the Cooperative Purchase Provision of the County of Los Angeles, in an Amount Not-to-Exceed \$120,430.00;
2. Approve a Contract with West Coast Lights and Siren for Vehicle Outfitting in the Amount Not-to-Exceed \$32,500.00; and,
3. Approve **Resolution No. R-2010-23**, Amending the Fiscal Year 09/10 Budget in the Amount of \$152,930.00

City Administrator Butzlaff explained that some of the vehicles will be repurposed for use by other departments, such as Code Enforcement. The remainder will be salvaged and the City anticipates it will receive \$5,000-\$8,000 per vehicle. The vehicles will be stripped and existing equipment will be reused if possible. He explained the purchase of the vehicles would be accomplished through the Cooperative Purchase Provision of the County of Los Angeles.

Mayor Pro Tem Underhill moved, seconded by Nelson, to Purchase of Five (5) 2010 Ford Crown Victoria Police Sedans from Wondries Fleet Group Under the Cooperative Purchase Provision of the County of Los Angeles, in an Amount Not-to-Exceed \$120,430.00; Approve a Contract with West Coast Lights and Siren for Vehicle Outfitting in the Amount Not-to-Exceed \$32,500.00; and, Adopt Resolution No. R-2010-23, Amending the Fiscal Year 09/10 Budget in the Amount of \$152,930.00. Motion carried: 5-0.

PUBLIC HEARINGS

There were no public hearings.

OLD BUSINESS

There was no old business.

NEW BUSINESS

CC 8. First Reading of an Ordinance Amending Chapter 16.20 of Title 16, Storm Water Runoff and Urban Pollutant Control, of the Placentia Municipal Code

Financial Impact: None

Recommended Action: Introduction and First Reading of an **Ordinance No. O-2010-04**, An Ordinance of the City Council of the City of Placentia, California, Amending Chapter 16.20 of Title 16 of the Placentia Municipal Code Pertaining to Storm Water Runoff and Urban Pollutant Control

Robert Makowski, Environmental Compliance Officer, reviewed the information outlined in the staff report.

Councilmember Sowards moved, seconded by Underhill, to introduce Ordinance No. O-2010-04. Motion carried: 5-0.

CC 9. First Reading of an Ordinance Adding a New Chapter 1.18 of the Placentia Municipal Code Pertaining to Design-Build Contracts

Financial Impact: None

Recommended Action: Introduction and First Reading of an **Ordinance No. O-2010-05**, An Ordinance of the City Council of the City of Placentia, California, Adding a New Chapter 1.18 of the Placentia Municipal Code Pertaining to Design-Build Contracts

City Administrator Butzlaff informed the City Council that the City Charter contains a provision to allow for a design-build contracts process.

City Attorney Arczynski reviewed the information outlined in the staff report. He explained that projects that would go through this process include the parking structure and Metrolink project. He gave an overview of the review and approval process.

Councilmember Nelson commented that this is a more efficient way to do business for certain types of projects. He emphasized that the City will not circumvent the bid process.

Mayor Pro Tem Underhill stated that historically the design-bid-build process increased costs by 10-15 percent. This change will result in a cost saving and be a more efficient process.

Councilmember Sowards moved, seconded by Underhill, to introduce Ordinance No. O-2010-05. Motion carried: 5-0.

CITY COUNCIL REQUESTS

There were no City Council requests.

ADJOURNMENT

The Regular Meeting of the Placentia City Council was adjourned at 8:25 p.m. to a Regular Meeting on May 4, 2010 at 7:00 p.m.

PATRICK J. MELIA, CITY CLERK

ATTEST:

JOSEPH V. AGUIRRE, MAYOR



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE
SERVICES/ COMMUNITY SERVICES

DATE: MAY 4, 2010

SUBJECT: REQUEST FOR CITY COUNCIL CONSENT OF THE MERGER BETWEEN
REPUBLIC SERVICES, INC. AND ALLIED WASTE INDUSTRIES, INC.

FINANCIAL
IMPACT: NONE

INTRODUCTION:

On December 8, 2008 Republic Services, Inc. (Republic) merged with Allied Waste Industries Inc. (Allied). Republic has notified the City of Placentia of this merger and has requested that the City consent to the merger between Republic Services, Inc. and Allied Waste Industries, Inc. in accordance with Article 17.06 of the Amended and Restated Agreement for Refuse Collection.

RECOMMENDATION:

It is recommended that City Council Adopt Resolution No. R-2010- consenting to the merger between Republic Services, Inc and Allied Waste Industries, Inc.

DISCUSSION:

On February 14, 1997 the City Council approved the merger and transfer of ownership from Taormina Industries, Inc to Republic Services, Inc. Subsequently, on December 5, 2008, Republic Services, Inc. merged with Allied Waste Industries, Inc. and acquired all stock of Allied. Republic became the surviving corporation and Allied became a wholly owned subsidiary of Republic. Republic has notified the City of said merger and is requesting the City Council consent to the merger and acquisition of Allied Waste Industries.

Article 17.06.02 of the amended and restated agreement for refuse collection requires the consent of the City Council when 10% or more of the contractor's stock is sold or transferred to any person or entity that is not presently a shareholder of the contractor. Since this merger represents over a 10% transfer of stock, the City's consent is required.

Agenda Item: **CC 4.**
Meeting Date: **May 4, 2010**

CONSET OF MERGER BETWEEN REPUBLIC AND ALLIED

MAY 4, 2010

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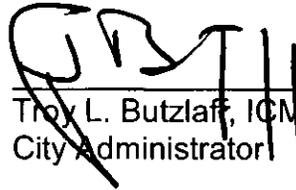
The merger did not result in any changes in facilities, equipment or personnel serving the residents of the City of Placentia. The Area President is Jim Ambroso and he is responsible for the operations of Republic in Orange, San Bernardino and San Diego Counties. The Chairman and Chief Executive Officer of Republic, Jim O'Conner, remained the Chairman and CEO of Republic.

Submitted by:



Stephen D. Pischel
Director of Administrative Services/ C.S.

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Prepared by:



Eddie De La Torre
Management Analyst

Attachment:

Resolution

AGENDA ITEM NO.: _____

COUNCIL MEETING DATE _____

RESOLUTION NO. R-2010-

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PLACENTIA CONSENTING TO
THE MERGER AND ACQUISITION OF ALLIED
WASTE INDUSTRIES, INC. BY REPUBLIC
SERVICES, INC.

A. Recitals.

(i) In 1997, the City Council approved the merger and transfer of ownership from Taormina Industries, Inc. to Republic Services, Inc., dba Placentia Disposal Company ("Contractor"), the City's current franchised refuse/recyclable materials hauler pursuant to the Amended and Restated Agreement for Refuse Collection dated August 15, 1995 ("Agreement").

(ii) Contractor has notified City that in December, 2008 Contractor merged with Allied Waste Industries, Inc. ("Allied").

(iii) Republic Services became the surviving corporation and Allied became a wholly owned subsidiary of Republic Services, Inc.

(iv) Contractor has formally requested the City Council consent to the merger and acquisition referenced above in accordance with the provisions § 17.06 of the Agreement.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and resolve as follows:

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

2. The City Council of the City of Placentia hereby consents to the merger and acquisition of Allied Waste Industries, Inc. by Republic Services, Inc.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2010.

JOSPEH V. AGUIRRE, 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 4th day of May, 2010, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V ARCZYNSKI, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 4, 2010

SUBJECT: ACCEPTANCE OF CONSTRUCTION WORK FOR ALTA VISTA & ROSE DRIVE INTERSECTION IMPROVEMENT PROJECT

FINANCIAL IMPACT: EXPENSE: \$139,513.51 BUDGETED ACCOUNT 333552-6185
J/L 6101540141-6185 (CONSTRUCTION COUNTY GRANTS)
REVENUE: \$139,513.51 ACCOUNT 503552-4210 J/L 6101540141
(MEASURE M – GROWTH MANAGEMENT AREA AND INTERSECTION IMPROVEMENT FUNDS)

INTRODUCTION:

The project is located at the intersection of Alta Vista and Rose Drive. The project included the construction of a right turn lane on southbound Rose Drive at Alta Vista Street. The project also included intersection widening, relocation of power poles, construction of curb, gutter and sidewalk in conformance with MPAH standards, and traffic signal modifications. The project is funded through the OCTA Measure M Intersection Improvement and Growth Management Area programs. The construction contract was awarded to B & T Works, Inc. (B&T) on June 16, 2009 and all work for this contractor is completed. This action will authorize acceptance of the work performed by B & T Works, file a notice of completion, and release all amounts held in retention.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the contract work by B & T for construction of the Alta Vista and Rose Drive Intersection Improvement Project in the total amount of \$139,513.51.
2. Authorize the City Engineer to file a Notice of Completion with the Orange County Recorder for the project.
3. Authorize the City Engineer to release the retention in accordance with the terms of the contract.

DISCUSSION:

On June 16, 2009, the City Council awarded a contract to B & T in the amount of \$150,430.00. The project provides dual northbound and eastbound left turn lanes to increase traffic flow at the intersection. The project will provide a right turn lane for vehicles traveling southbound on Rose Drive to westbound Alta Vista Street. The work included street widening, curb and gutter, sidewalk and appurtenant improvements. During peak traffic hours the intersection experiences traffic congestion and vehicle delays. The southbound right turn pocket will improve the level of service at the intersection and reduce congestion.

Agenda Item: **CC 5.**

Meeting Date: **May 4, 2010**

Acceptance of Construction – Alta Vista & Rose Drive Intersection Improvement Project

May 4, 2010

Page 2

The Alta Vista Street and Rose Drive Intersection Improvement Project is approved under the Orange County Transportation Agency (OCTA) Measure M Program. Work performed by B&T was completed on April 1, 2010. All remaining work at the intersection will be completed once Southern California Edison (SCE) has relocated its high voltage distribution lines. As a result of this delay, contractor and the City have mutually agreed to release B & T from their obligation to complete the remaining construction that will be required after the utility poles are relocated. The total construction cost under B & T's contract is \$139,513.51. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Recorders Office for this project. In addition, the City Engineer is prepared to release all amounts held in retention.

Submitted by:



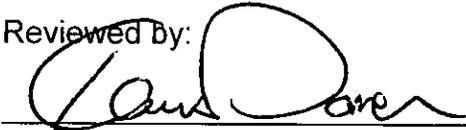
Steve Drinovsky
Director of Public Works

Reviewed and approved:



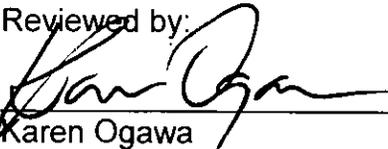
Troy A. Butzlaff ICMA-CM
City Administrator

Reviewed by:



Kenneth A. Domer
Assistant City Administrator

Reviewed by:



Karen Ogawa
Director of Finance

Attachments: Notice of Completion

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name City Clerk
Street City of Placentia
Address 401 E. Chapman Ave.
City & Placentia, CA 92870
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 6103.

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is City of Placentia

3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

4. The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: NAMES ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on April 1, 2010. The work done was:

Additional left turn lanes and video detection equipment added and reconstruction of curb ramps to comply with ADA requirements.

7. The name of the contractor, if any, for such work of improvement was B & T Works Incorporated

8. June 16, 2009

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

9. The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: Alta Vista & Rose Drive Intersection Improvement Project.

10. The street address of said property is "none"

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: 5-4-2010

Verification for Individual Owner

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

VERIFICATION

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES
AND COMMUNITY SERVICES

DATE: MAY 4, 2010

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING
CHAPTER 16.20 OF TITLE 16, STORM WATER RUNOFF AND URBAN
POLLUTANT CONTROL, OF THE PLACENTIA MUNICIPAL CODE

FINANCIAL
IMPACT: NONE

INTRODUCTION:

The first reading and introduction of Ordinance No. O-2010-04 was held at the April 20, 2010, City Council meeting and approved by a 5-0 vote.

RECOMMENDATION:

It is recommended that the City Council conduct the Second Reading of and adopt Ordinance No. O-2010-04, amending Chapter 16.20 of Title 16 of the Placentia Municipal Code pertaining to Storm Water Runoff and Urban Pollutant Control.

DISCUSSION:

The Santa Ana Regional Water Quality Control Board issued the fourth term Municipal Separate Sewer Storm System Permit (MS4) in May of 2009. This new permit requires local jurisdictions to update existing Water Quality Ordinances in order to ensure compliance with the new permit. The proposed Ordinance includes explicit language providing the City with the legal authority to enforce the permit, creates uniformity among permittees ensuring compliance with the permit, and condenses information by removing language that is redundant and unnecessary. The proposed changes are administrative in nature and should the City not adopt the ordinance, the City may be subject to fines for violating MS4 permit regulations. A requirement of the new MS4 permit is to have the City's Water Quality Ordinance updated and adopted by the City Council no later than May 22, 2010.

Submitted by:



Stephen D. Pischel
Director of Administrative Services
and Community Services

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments: Ordinance No. O-2010-04

Agenda Item: **CC 6.**
Meeting Date: **May 4, 2010**

ORDINANCE NO. O-2010-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 16.20 OF TITLE 16 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO STORM WATER RUNOFF AND URBAN POLLUTANT CONTROL.

City Attorney's Summary

This Ordinance amends Chapter 16.20 of Title 16 of the Placentia Municipal Code to implement requirements of the United States Environmental Protection Agency, to the State of California, the California Water Resources Control Board and its local regulatory agencies, the Regional Water Quality Control Boards, to control non-point source discharges to California's waterways.

A. Recitals.

(i) The City of Placentia is authorized, pursuant to the provisions of Article XI, § 5 and § 7 of the California Constitution and § 400 of the Charter of the City of Placentia to exercise the police power of the state by adopting regulations promoting the public health, public safety and general prosperity.

(ii) The City of Placentia has determined that a legitimate local purpose is present in complying with the provisions of National Pollution Discharge Elimination System Permits.

(iii) A reduction in storm water borne pollution will promote the public health and protect the general welfare of the citizens of the City of Placentia by reducing the level of artificial and naturally occurring constituents, which may improve the quality of the waters in this region.

(iv) This Ordinance conforms to the policies and goals of the General Plan of the City of Placentia, pursuant to the California Planning and Zoning Law, for the protection of the portions of watersheds located within the City of Placentia by implementing measures to control erosion and prevent the pollution of streams and other waters.

(v) Pursuant to the provisions of the Subdivision Map Act, California Government Code § 66411, et seq., and California Government Code § 38660, as the same may be amended from time to time, the City of Placentia may regulate and control the design

and improvement of subdivided lands, mitigate the burdens of proposed development, establish appropriate conditions for the issuance of building permits, and require the installation of improvements reasonably related to the proposed use of property.

(vi) California Government Code § 38771, as the same may be amended from time to time, authorizes the City of Placentia to declare, as public nuisances, undesirable acts which may injure health or cause interference with the comfortable enjoyment of life or property and to provide for the abatement of the same and the City of Placentia and the City of Placentia may commence civil action, pursuant to 33 U.S.C. § 1365, as the same may be amended from time to time, against any person or any governmental agency acting in violation of any condition of the National Pollution Discharge Elimination System Permits.

(vii) Industrial dischargers subject to the provisions of the State General Industrial Storm Water Permit and General Construction Activity Storm Water Permit must comply with the lawful requirements of the City of Placentia in the regulation of discharges of storm water to the storm drain system and are required to maintain Storm Water Pollution Prevention Plans on-site, including a description of the required monitoring program, and to make the same available to the City of Placentia for inspection and revision as may hereafter be required. The City of Placentia may, but is not required, to certify, in writing, that regulated dischargers have developed and implemented effective Storm Water Pollution Prevention Plans and should not be required to collect and analyze storm water samples for pollutants.

(viii) The City of Placentia has jurisdiction over certain storm water facilities and other watercourses which may receive storm water discharges from properties and activities regulated under the provisions of the State General Permits, and City of Placentia may require regulated dischargers to furnish information and records necessary to determine compliance with the State General Permits.

(ix) The City of Placentia has jurisdiction over certain storm water facilities and other watercourses which may receive storm water discharges from properties and activities regulated under the provisions of the State General Permits, and authorized City of Placentia staff may, upon presentation of credentials and other documents required by law, (1) enter upon the discharger's premises where a regulated facility is located or where records must be kept under the conditions of the State General Permits, (2) access and copy, at reasonable times, any records that must be kept under the conditions of the State General Permits, (3)

inspect, at reasonable times, any facility or equipment related to or impacting storm water discharge, and (4) sample or monitor for the purpose of ensuring compliance with the State General Permits.

(x) 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. The City Council hereby determines that this Ordinance is exempt from review under the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder pursuant to § 15307 of Division 6 of Title 14 of the California Code of Regulations ("CEQA") and this Ordinance is an action taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this Ordinance will result in the enhancement and protection of water resources in the City and will not result in cumulative adverse environment impacts. It is therefore exempt from the provisions of CEQA. The City Council hereby directs the City Administrator or designee to prepare and file a Notice of Exemption immediately upon adoption of this Ordinance.

SECTION 3. Chapter 16.20 of Title 16 of the Placentia Municipal Code hereby is amended to read, in words and figures, as follows:

"Chapter 16.20

"STORMWATER RUNOFF AND URBAN POLLUTANT CONTROL

"Sections:

"16.20.010	Purpose
"16.20.020	Definitions
"16.20.030	Prohibition on Illicit Connections and Prohibited Discharges
"16.20.040	Control of Urban Runoff
"16.20.050	Inspections
"16.20.060	Permits
"16.20.070	Enforcement

"16.20.080 Interagency Cooperation
"16.20.090 Compliance Disclaimer

"Section 23.77.010 - Purpose

"A. The Clean Water Act, 33 U.S.C. § 1251, et seq, as amended, mandates, in part, that municipal separate storm sewer systems, such as in Placentia, obtain permits to 'effectively prohibit non-storm water discharges into the storm sewers' and 'require controls to reduce the discharge of pollutants to the maximum extent practicable... .' Permitting authority has been delegated by the United States Environmental Protection Agency to the State of California, which has authorized the State Water Resources Control Board and its local regulatory agencies, the Regional Water Quality Control Boards, to control non-point source discharges to California's waterways.

"B. The Santa Ana and San Diego Regional Water Quality Control Boards have addressed the obligation to implement the Clean Water Act by issuing Waste Discharge Requirements governing storm water runoff for the County of Orange, Orange County Flood Control District and the incorporated cities of Orange County. These permits shall be referred to collectively herein as the National Pollution Discharge Elimination System Permit ('NPDES Permits').

"C. The City of Placentia is participating as a 'Co-permittee' under the NPDES Permits in the development and adoption of an ordinance to accomplish the requirements of the Clean Water Act. The purpose of this Chapter is to participate in the improvement of water quality and comply with federal requirements for the control of urban pollutants to storm water runoff, which enters the network of storm drains throughout Placentia and Orange County.

"16.20.020 - Definitions

"A. 'Authorized Inspector' shall mean the Director of Public Works and persons designated by and under his or her instruction and supervision, who are assigned to investigate compliance with, detect violations of and/or take actions pursuant to this Chapter.

"B. 'City' shall mean the City of Placentia, California.

"C. 'Co-Permittee' shall mean the County of Orange, the Orange County Flood Control District, and/or any one of the

thirty-one (31) municipalities, including the City, which are responsible for compliance with the terms of the NPDES Permit.

"D. '*DAMP*' shall mean the Orange County Drainage Area Management Plan, as the same may be amended from time to time. A full, true and correct copy of said DAMP is maintained on file in the office of the Director of Public Works of City.

"E. '*Development Project Guidance*' shall mean DAMP Chapter VII and the Appendix thereto, entitled Best Management Practices for New Development Including Non-Residential Construction Projects, as the same may be amended from time to time.

"F. '*Discharge*' shall mean any release, spill, leak, pump, flow, escape, leaching (including subsurface migration or deposition to groundwater), dumping or disposal of any liquid, semi-solid or solid substance.

"G. '*Discharge Exception*' shall mean the group of activities not restricted or prohibited by this Chapter, including only:

"Discharges composed entirely of storm water; Discharges subject to regulation under current EPA or Regional Water Quality Control Board issued NPDES permits, State General Permits, or other waivers, permits or approvals granted by an appropriate government agency; Discharges from property for which best management practices set forth in the Development Project Guidance are being implemented and followed; Discharges to the Storm Water Drainage System from potable water line flushing, fire fighting activities, landscape irrigation systems, diverted stream flows, rising groundwater, and *de minimis* groundwater infiltration to the Storm Water Drainage System (from leaks in joints or connections or cracks in water drainage pipes or conveyance systems); Discharges from potable water sources, passive foundation drains, air conditioning condensation and other building roof runoff; agricultural irrigation water runoff; water from crawl space pumps, passive footing drains, lawn watering, non-commercial vehicle washing; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; Discharges of reclaimed water generated by a lawfully permitted water treatment facility; public street wash waters when related to cleaning and maintenance by, or on behalf of, the City; Discharges authorized pursuant to a permit issued under § 16.20.060 hereof; Discharges allowable under the Domestic Sewage Exception; Discharges for which the discharger has reduced to the extent feasible the amount of Pollutants in such Discharge; and Discharges authorized pursuant to federal or state laws or regulations.

"In any action taken to enforce this Chapter, the burden shall be on the Person who is the subject of such action to establish that a Discharge was within the scope of this Discharge Exception.

"H. '*Domestic Sewage Exception*' shall mean discharges which are exceptions to this Chapter and excluded from the definition of Prohibited Discharge, as defined herein, including only discharges composed entirely of accidental spills of untreated sanitary wastes (commonly called domestic sewage) and other wastes, but limited solely to wastes that are controlled by and are within publicly owned wastewater treatment system collection facilities immediately prior to the accidental spill.

"I. '*Enforcing Attorney*' shall mean the City Attorney of the City of Placentia or his or her deputy or the District Attorney acting as counsel to the City and his or her designee, which counsel is authorized to take enforcement action pursuant to this Chapter.

"J. '*EPA*' shall mean the United States Environmental Protection Agency.

"K. '*Hearing Officer*' shall mean that person appointed pursuant to the provisions of § 1.10.080 of the Placentia Municipal Code, as the same may be amended from time to time, who shall preside at the administrative hearings Authorized by this Chapter and issue final decisions on the matters raised in such administrative hearings.

"L. '*Invoice for Costs*' shall mean the actual costs and expenses of the City including, but not limited to administrative overhead, salaries and other expenses recoverable under State law, incurred during any inspection conducted pursuant to § 16.20.050 or where a Notice of Noncompliance, Administrative Compliance Order or other enforcement option under Section § 16.20.070 is utilized to obtain compliance.

"M. '*Illicit Connection*' shall mean any man-made conveyance or drainage system, pipeline, conduit, inlet or outlet through which the Discharge of any Pollutant to the Storm Water Drainage System occurs or may occur. The term '*Illicit Connection*' shall not include Legal Nonconforming Connections or connections to the Storm Water Drainage System that are hereinafter authorized by the agency with jurisdiction over the system at the location at which the connection is made.

"N. 'Legal Nonconforming Connection' shall mean connections to the Storm Water Drainage System existing as of the adoption of this Chapter that were in compliance with all federal, state and local rules, regulations, statutes and administrative requirements in effect at the time the connection was established, including but not limited to any discharge permitted pursuant to the terms and conditions of an individual discharge permit issued pursuant to Chapter 16.04 of the Placentia Municipal Code, as the same may be amended from time to time.

"O. 'New Development' shall mean all public and private residential (whether single family, multi-unit or planned unit development), industrial, commercial, retail, and other non residential construction projects, or grading for future construction, for which either a discretionary land use approval, grading permit, building permit or Non-residential Plumbing Permit is required.

"P. 'Non-residential Plumbing Permit' shall mean a plumbing permit authorizing the construction and/or installation of facilities for the conveyance of liquids other than storm water, potable water, reclaimed water or domestic sewage.

"Q. 'NPDES Permit' shall mean the currently applicable municipal discharge permit[s] issued by the Regional Water Quality Control Board, Santa Ana Region, which permit[s] establishes waste discharge requirements applicable to storm water runoff in the City.

"R. 'Person' shall mean any natural person as well as any corporation, partnership, government entity or subdivision, trust, estate, cooperative association, joint venture, business entity, or other similar entity, or the agent, employee or representative of any of the foregoing.

"S. 'Pollutant' shall mean any liquid, solid or semi-solid substances, or combination thereof, including and not limited to:

"(1). Artificial materials (such as floatable plastics, wood products or metal shavings);

"(2). Household waste such as trash, paper, and plastics; cleaning chemicals; yard wastes; animal fecal materials; used oil and fluids from vehicles, lawn mowers and other common household equipment;

"(3). Metals and non-metals, including compounds of metals and non-metals, (such as cadmium, lead, zinc, copper, silver,

nickel, chromium, cyanide, phosphorus and arsenic), with characteristics which cause an adverse effect on living organisms;

"(4). Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);

"(5). Animal wastes (such as Discharge from confinement facilities, kennels, pens and recreational facilities, including, stables, show facilities, or polo fields);

"(6). Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor;

"(7). Waste materials and wastewater generated on construction sites and by construction activities (such as painting and staining; use of sealants and glues; use of lime; use of wood preservatives and solvents; disturbance of asbestos fibers, paint flakes or stucco fragments; application of oils, lubricants, hydraulic, radiator or battery fluids; construction equipment washing; concrete pouring and cleanup; use of concrete detergents; steam cleaning or sand blasting; use of chemical degreasing or diluting agents; and use of super chlorinated water for potable water line flushing);

"(8). Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon;

"(9). Materials which contain base/neutral or acid extractible organic compounds;

"(10). Those Pollutants defined in 33 U.S.C. § 1362(6), as the same may be amended from time to time; and

"(11). Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials, in quantities that will interfere with or adversely affect the beneficial uses of the receiving waters, flora or fauna of the State.

"T. '*Prohibited Discharge*' shall mean any Discharge which contains any Pollutant, from public or private property to (1) the Storm Water Drainage System; (2) any upstream flow, which is tributary to the Storm Water Drainage System; (3) any groundwater, river, stream, creek, wash or dry weather arroyo, wetlands area, marsh, coastal slough, or (4) any coastal harbor, bay, or the

Pacific Ocean. The term Prohibited Discharge shall not include Discharges allowable under the Discharge Exception.

"U. 'Significant Redevelopment' shall mean the rehabilitation or reconstruction of public or private residential (whether single family, multi-unit or planned unit development), industrial, commercial, retail, or other non-residential structures, for which either a discretionary land use approval, grading permit, building permit or Non-residential Plumbing Permit is required.

"V. 'State General Permit' shall mean either the State General Industrial Storm Water Permit or the State General Construction Permit and the terms and requirements of either or both. In the event the EPA revokes the in-lieu permitting authority of the State Water Resources Control Board, then the term State General Permit shall also refer to any EPA administered storm water control program for industrial and construction activities.

"W. 'Storm Water Drainage System' shall mean street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of or tributary to the County-wide storm water runoff system and owned, operated, maintained or controlled by the County of Orange, the Orange County Flood Control District or any Co-Permittee City, and used for the purpose of collecting, storing, transporting, or disposing of storm water.

**"16.20.030 Prohibition on Illicit Connections
and Prohibited Discharges**

"A. No Person shall:

"(1). Construct, maintain, operate and/or utilize any Illicit Connection.

"(2). Cause, allow or facilitate any Prohibited Discharge.

"(3). Act, cause, permit or suffer any agent, employee, or independent contractor, to construct, maintain, operate or utilize any Illicit Connection, or cause, allow or facilitate any Prohibited Discharge.

"B. The prohibition against Illicit Connections shall apply irrespective of whether the Illicit Connection was established prior to the date of enactment of this Chapter;

however, Legal Nonconforming Connections shall not become Illicit Connections until the earlier of the following:

"(1). For all structural improvements to property installed for the purpose of Discharge to the Storm Water Conveyance System, the expiration of five (5) years from the adoption of this Chapter.

"(2). For all nonstructural improvements to property existing for the purpose of Discharge to the Storm Water Conveyance System, the expiration of six (6) months following delivery of a notice to the owner or occupant of the property, which states a Legal Nonconforming Connection has been identified. The notice of a Legal Nonconforming Connection shall state the date of expiration of use under this Chapter.

"C. A violation of § 16.20.030.A shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate or utilize an Illicit Connection or to cause, allow or facilitate any Prohibited Discharge.

"D. If the Authorized Inspector reasonably determines that a Discharge, which is otherwise within the Discharge Exception, may adversely affect the beneficial uses of receiving waters, then the Authorized Inspector may give written notice to the owner of the property or facility that the Discharge Exception shall not apply to the subject Discharge following expiration of the thirty (30) day period commencing upon delivery of the notice. Upon expiration of the thirty (30) day period any such Discharge shall constitute a violation of § 16.20.030.A.

"E. The owner or occupant of property on which a Legal Nonconforming Connection exists may request an administrative hearing, pursuant to the procedures set forth in § 16.20.070.A.(6)-(10) for an extension of the period allowed for continued use of the connection. A reasonable extension of use may be authorized by the Director of Public Works upon consideration of the following factors:

"(1). The potential adverse effects of the continued use of the connection upon the beneficial uses of receiving waters;

"(2). The economic investment of the discharger in the Legal Nonconforming Connection; and

"(3). The financial effect upon the discharger of a termination of the Legal Nonconforming Connection.

"16.20.040 Control of Urban Runoff

"A. New Development and Significant Redevelopment.

"(1). All New Development and Significant Redevelopment within the City shall be undertaken in accordance with:

"(a). The DAMP, including but not limited to the Development Project Guidance; and

"(b). Any conditions and requirements established by the Development Services and/or Public Works Departments, which are reasonably related to the reduction or elimination of Pollutants in storm water runoff from the project site.

"(2). Prior to the issuance by the City of a grading permit, building permit or Non-residential Plumbing Permit for any New Development or Significant Redevelopment, the Development Services and/or Public Works Departments shall review the project plans and impose terms, conditions and requirements on the project in accordance with § 16.20.040. If the New Development or Significant Redevelopment will be approved without application for a grading permit, building permit or Non-residential Plumbing Permit, the Development Services and/or Public Works Departments shall review the project plans and impose terms, conditions and requirements on the project in accordance with § 16.20.040 prior to the issuance of a discretionary land use approval or, at the City's discretion, prior to recordation of a subdivision or parcel map.

"(3). Notwithstanding the provisions of § § 16.20.040.A(1). and (2), compliance with the Development Project Guidance shall not be required for construction of one (1) single family detached residence unless the Development Services and/or Public Works Departments determine that the construction may result in the Discharge of significant levels of a Pollutant into a tributary to the Storm Water Drainage System.

"(4). Compliance with the conditions and requirements of the DAMP shall not exempt any Person from the requirement to independently comply with each provision of this Chapter.

"(5). If the Development Services and/or Public Works Departments determine that the project will have a *de minimis* impact on the quality of storm water runoff, then they may issue a written waiver of the requirement for compliance with the provisions of the Development Project Guidance.

"(6). The owner of a New Development or Significant Redevelopment project, or upon transfer of the property, its successors and assigns, shall implement and adhere to the terms, conditions and requirements imposed pursuant to § 16.20.040.A.(1) on a New Development or Significant Redevelopment project. Each failure by the owner of the property or any successors or assigns, to implement and adhere to the terms, conditions and requirements imposed pursuant to § 16.20.040.A.(1) on a New Development or Significant Redevelopment project shall constitute a violation of this Chapter.

"(7). The Development Services and/or Public Works Departments may require that the terms, conditions and requirements imposed pursuant to § 16.20.040.A.(1) be recorded with the County Recorder's office by the property owner. The signature of the owner of the property or any successive owner shall be sufficient for the recording of these terms, conditions and requirements and a signature on behalf of the City shall not be required for recordation.

"B. Cost Recovery.

"The City shall be reimbursed by the project applicant for all costs and expenses incurred by the Development Services and/or Public Works Departments in the review of New Development or Significant Development projects for compliance with the DAMP. The City Council may, by resolution, elect to require a deposit of estimated costs and expenses, and the actual costs and expenses shall be deducted from the deposit, and the balance, if any, refunded to the project applicant.

"C. Litter Control.

"No Person shall discard any waste material, including but not limited to common household rubbish or garbage of any kind (whether generated or accumulated at a residence, business or other location), upon any public property, whether occupied, open or vacant, including but not limited to any street, sidewalk, alley, right-of-way, open area or point of entry to the Storm Water Drainage System.

"16.20.050 Inspections

"A. Right to Inspect. Prior to commencing any inspection as herein authorized, the Authorized Inspector shall obtain either the consent of the owner or occupant of the property or shall obtain an administrative inspection warrant or criminal search warrant.

"B. Entry to Inspect. The Authorized Inspector may enter property to investigate the source of any Discharge to any public street, inlet, gutter, storm drain or the Storm Water Drainage System located within the jurisdiction of the City.

"C. Compliance Assessments. The Authorized Inspector may inspect property for the purpose of verifying compliance with this Chapter, including but not limited to (1) identifying products produced, processes conducted, chemicals used and materials stored on or contained within the property, (2) identifying point(s) of discharge of all wastewater, process water systems and Pollutants, (3) investigating the natural slope at the location, including drainage patterns and man-made conveyance systems, (4) establishing the location of all points of discharge from the property, whether by surface runoff or through a storm drain system, (5) locating any Illicit Connection or the source of Prohibited Discharge, (6) evaluating compliance with any permit issued pursuant to § 16.20.060 hereof, and (7) investigating the condition of any Legal Nonconforming Connection.

"D. Portable Equipment. For purposes of verifying compliance with this Chapter, the Authorized Inspector may inspect any vehicle, truck, trailer, tank truck or other mobile equipment.

"E. Records Review. The Authorized Inspector may inspect all records of the owner or occupant of property relating to chemicals or processes presently or previously occurring on-site, including material and/or chemical inventories, facilities maps or schematics and diagrams, Material Safety Data Sheets, hazardous waste manifests, business plans, pollution prevention plans, State General Permits, Storm Water Pollution Prevention Plans, Monitoring Program Plans and any other record(s) relating to Illicit Connections, Prohibited Discharges, a Legal Nonconforming Connection or any other source of contribution or potential contribution of Pollutants to the Storm Water Drainage System.

"F. Sample & Test. The Authorized Inspector may inspect, sample and test any area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any container contents), and/or treatment system Discharge for the purpose of determining the potential for contribution of pollutants to the Storm Water Drainage System. The Authorized Inspector may investigate the integrity of all storm drain and sanitary sewer systems, any Legal Nonconforming Connection or other pipelines on the property using appropriate tests, including but not limited to smoke and dye tests or video surveys. The Authorized Inspector may take photographs or video

tape, make measurements or drawings, and create any other record reasonably necessary to document conditions on the property.

"G. Monitoring. The Authorized Inspector may erect and maintain monitoring devices for the purpose of measuring any Discharge or potential source of Discharge to the Storm Water Drainage System.

"H. Test Results. The owner or occupant of property subject to inspection shall, on submission of a written request, receive copies of all monitoring and test results conducted by the Authorized Inspector.

"16.20.060 Permits

"A. Discharge Permit Procedure.

"(1). Permit. On application of the owner of property or the operator of any facility, which property or facility is not otherwise subject to the requirements of a State General Permit or an NPDES Permit regulating storm water discharges, the Director of Public Works may issue a permit authorizing the release of non-storm water Discharges to the Storm Water Drainage System if:

"(a) The Discharge of material or constituents is reasonably necessary for the conduct of otherwise legal activities on the property; and

"(b) The Discharge will not cause a nuisance, impair the beneficial uses of receiving waters, or cause any reduction in established water quality standards.

"(2). Application. The applicant shall provide all information requested by the Director of Public Works for review and consideration of the application, including but not limited to specific detail as to the activities to be conducted on the property, plans and specifications for facilities located on the property, identification of equipment or processes to be used on-site and other information as may be requested in order to determine the constituents, and quantities thereof, which may be discharged if permission is granted.

"(3). Permit Issuance. The permit shall be granted or denied by the Director of Public Works or his or her designated representative, no later than sixty (60) business days following the completion and acceptance of the application as determined by the Director of Public Works and the applicant shall be notified

in person or by first-class mail, postage prepaid, of the action taken.

"(4). Permit Conditions. The permit may include terms, conditions and requirements to ensure compliance with the objectives of this Chapter and as necessary to protect the receiving waters, including but not limited to:

"(a) Identification of the Discharge location on the property and the location at which the Discharge will enter the Storm Water Drainage System;

"(b) Identification of the constituents and quantities thereof to be discharged into the Storm Water Drainage System;

"(c) Specification of pollution prevention techniques and structural or non-structural control requirements as reasonably necessary to prevent the occurrence of potential Discharges in violation of this Chapter;

"(d) Requirements for self-monitoring of any Discharge;

"(e) Requirements for submission of documents or data, such as technical reports, production data, Discharge reports, self-monitoring reports and waste manifests; and

"(f) Other terms and conditions appropriate to ensure compliance with the provisions of this Chapter and the protection of receiving waters, including requirements for compliance with best management practices guidance documents approved by any federal, state or regional agency.

"(5). General Permit. In the discretion of the Director of Public Works the permit may, in accordance with the conditions identified in § 16.20.060.A.(4)., be prepared as a general permit applicable to a specific category of activities. If a general permit is issued, any Person intending to Discharge within the scope of the authorization provided by the general permit may do so by filing an application to Discharge with the Director of Public Works. No Discharge within the scope of the general permit shall occur until such application is so filed.

"Notwithstanding the foregoing provisions of this subsection (5), the Director of Public Works, in his or her discretion, may eliminate the requirement that an application for a general permit be filed for any specific activity for which a general permit has been issued.

"(6). Permit Fees. Permission to Discharge shall be conditioned upon the applicant's payment of the City's costs, in accordance with a fee schedule adopted by separate resolution, as follows:

"(a) For individually issued permits, the costs of reviewing the permit application, preparing and issuing the permit, and the costs reasonably related to administering this permit program.

"(b) For general permits, the costs of reviewing the permit application, that portion of the costs of preparing the general permit which is reasonably attributable to the permittee's application for the general permit, and the costs reasonably related to administering the general permit program.

"B. Permit Suspension, Revocation or Modification.

"(1). The Director of Public Works may suspend or revoke any permit when it is determined that:

"(a) The permittee has violated any term, condition or requirement of the permit or any applicable provision of this Chapter; or

"(b) The permittee's Discharge or the circumstances under which the Discharge occurs have changed so that it is no longer appropriate to except the Discharge from the prohibitions on Prohibited Discharge contained within this Chapter; or

"(c) The permittee fails to comply with any schedule for compliance issued pursuant to this Chapter; or

"(d) Any regulatory agency, including EPA or a Regional Water Quality Control Board having jurisdiction over the Discharge, notifies the City that the Discharge should be terminated.

"(2). The Director of Public Works may modify any permit when it is determined that:

"(a) Federal or state law requirements have changed in a manner that necessitates a change in the permit; or

"(b) The permittee's Discharge or the circumstances under which the Discharge occurs have changed so that it is appropriate to modify the permit's terms, conditions or requirements; or

"(c) A change to the permit is necessary to ensure compliance with the objectives of this Chapter or to protect the quality of receiving waters.

"The permittee, or in the case of a general permit, each Person who has filed an application pursuant to § 16.20.060.A.(5)., shall be informed of any change in the permit terms and conditions at least forty-five (45) business days prior to the effective date of the modified permit.

"3. The determination that a permit shall be denied, suspended, revoked or modified may be appealed by a permittee pursuant to the same procedures applicable to appeal of an Administrative Compliance Order hereunder. In the absence of a judicial order to the contrary, the permittee may continue to Discharge pending the final administrative decision of the Hearing Officer.

"C. Permit Enforcement Penalties. Any violation of the terms, conditions and requirements of any permit issued by the Director of Public Works shall constitute a violation of this Chapter and subject the violator to the administrative, civil and criminal remedies available under this Chapter.

"D. Compliance with the terms, conditions and requirements of a permit issued pursuant to this Chapter shall not relieve the permittee from compliance with all federal, state and local laws, regulations and permit requirements, applicable to the activity for which the permit is issued.

"(1). Limited Permittee Rights. Permits issued under this Chapter are for the Person or entity identified therein as the 'Permittee' only, and authorize the specific operation at the specific location identified in the permit. The issuance of a Permit does not vest the permittee with a continuing right to Discharge.

"(2). Transfer of Permits. No permit issued to any Person may be transferred to allow:

"(a) A Discharge to the Storm Water Drainage System at a location other than the location stated in the original permit; or

"(b) A Discharge by a Person other than the Person named in the permit, provided however, that the City may approve a transfer if such written approval is obtained, in advance, from the Director of Public Works.

"16.20.070 Enforcement

"A. Administrative Remedies.

"(1). Notice of Noncompliance. The Authorized Inspector may deliver to the owner or occupant of any property, or to any Person responsible for an Illicit Connection or Prohibited Discharge a Notice of Noncompliance. The Notice of Noncompliance shall be delivered in accordance with § 16.20.070A.(6).

"(a) The Notice of Noncompliance shall identify the provision(s) of this Chapter or the applicable permit which has been violated. The Notice of Noncompliance shall state that continued noncompliance may result in additional enforcement actions against the owner, occupant and/or Person.

"(b) The Notice of Noncompliance shall state a compliance date that must be met by the owner, occupant and/or Person; provided, however, that the compliance date may not exceed ninety (90) days unless the Authorized Inspector extends the compliance deadline an additional ninety (90) days where good cause exists for the extension.

"(2). Administrative Compliance Orders. The Authorized Inspector may issue an Administrative Compliance Order. The Administrative Compliance Order shall be delivered in accordance with § 16.20.070A.(6). The Administrative Compliance Order may be issued to:

"(a) The owner or occupant of any property requiring abatement of conditions on the property that cause or may cause a Prohibited Discharge or an Illicit Connection in violation of this Chapter;

"(b) The owner of property subject to terms, conditions or requirements imposed on a project under § 16.20.040A.(1) to ensure adherence to those terms, conditions and requirements.

"(c) A permittee subject to the requirements of any permit issued pursuant to § 16.20.070 hereof to ensure compliance with the terms, conditions and requirements of the permit.

"(d) Any Person responsible for an Illicit Connection or Prohibited Discharge.

"(3) The Administrative Compliance Order may include the following terms and requirements:

"(a) Specific steps and time schedules for compliance as reasonably necessary to prevent the imminent threat of a Prohibited Discharge, including but not limited to a Prohibited Discharge from any pond, pit, well, surface impoundment, holding or storage area;

"(b) Specific steps and time schedules for compliance as reasonably necessary to discontinue any Illicit Connection;

"(c) Specific requirements for containment, cleanup, removal, storage, installation of overhead covering, or proper disposal of any Pollutant having the potential to contact storm water runoff;

"(d) Any other terms or requirements reasonably calculated to prevent the imminent threat of or continuing violations of this Chapter, including, but not limited to requirements for compliance with best management practices guidance documents promulgated by any federal, State of California or regional agency;

"(e) Any other terms or requirements reasonably calculated to achieve full compliance with the terms, conditions and requirements of any permit issued pursuant hereto.

"(4). Cease and Desist Orders. The Authorized Inspector may issue a Cease and Desist Order. A Cease and Desist Order shall be delivered in accordance with § 16.20.070.A.(6). A Cease and Desist Order may direct the owner or occupant of any property and/or other Person responsible for a violation of this Chapter to:

"(a) Immediately discontinue any Illicit Connection or Prohibited Discharge to the Storm Water Drainage System;

"(b) Immediately contain or divert any flow of water off the property, where the flow is occurring in violation of any provision of this Chapter;

"(c) Immediately discontinue any other violation of this Chapter;

"(d) Clean up the area affected by the violation.

"(e) The Authorized Inspector may direct by Cease and Desist Order that the owner of any property or any permittee under any permit issued pursuant to § 16.20.070 hereof immediately cease any activity not in compliance with the terms, conditions and requirements of the applicable permit.

"(5). Recovery of Costs. (a) The Authorized Inspector may deliver to the owner or occupant of any property, any permittee or any other Person who becomes subject to a notice of noncompliance or administrative order, an Invoice for Costs. An Invoice for Costs shall be delivered in accordance with § 16.20.070.A.(6). An Invoice for Costs shall be immediately due and payable to the City for the actual costs incurred by the City in issuing and enforcing any notice or order.

"(b) If any owner or occupant, permittee or any other Person subject to an invoice for costs fails to either pay the Invoice for Costs or appeal successfully the Invoice for Costs in accordance with § 16.20.070.A.(7), the Enforcing Attorney may then institute collection proceedings.

"(6). Delivery of Notice. Any Notice of Noncompliance, Administrative Compliance Order, Cease and Desist Order or Invoice of Costs to be delivered pursuant to the requirements of this Chapter shall be subject to the following:

"(a) The notice shall state that the recipient has a right to appeal the matter as set forth in §§ 16.20.070.A.(7) - (11).

"(b) Delivery shall be deemed complete upon (i) personal service to the recipient; (ii) deposit in the U.S. mail, postage pre-paid for first class delivery; or (iii) facsimile service with confirmation of receipt.

"(c) Where the recipient of notice is the owner of the property, the address for notice shall be the address from the most recently issued equalized assessment roll for the property or as otherwise appears in the current records of the City.

"(d) Where the owner or occupant of any property cannot be located after the reasonable efforts of the Authorized Inspector, a Notice of Noncompliance or Cease and Desist Order shall be deemed delivered after posting on the property for a period of ten (10) business days.

"(7). Administrative Hearing for Notices of Noncompliance, Administrative Compliance Orders, Invoices for Costs and Adverse Determinations. Except as set forth in § 16.20.070.A.(9), any Person receiving a Notice of Noncompliance, Administrative Compliance Order, a notice of Legal Nonconforming Connection, an Invoice for Costs, or any Person who is subject to any adverse determination made pursuant to this Chapter, may appeal the matter by requesting an administrative hearing. Notwithstanding the

foregoing, these administrative appeal procedures shall not apply to criminal proceedings initiated to enforce this Chapter.

"(8). Request for Administrative Hearing. Any person appealing a Notice of Noncompliance, an Administrative Compliance Order, a notice of Legal Nonconforming Connection, an Invoice for Costs or an adverse determination shall, within ten (10) days of receipt thereof, file a written request for an administrative hearing, accompanied by an administrative hearing fee as established by separate resolution, with the Office of the City Clerk with a copy of the request for administrative hearing mailed on the date of filing to the Director of Public Works and the City Attorney. Said Request for Administrative Hearing shall be filed in accordance with the procedures set forth in § 1.10.070 of Title 1 of the Placentia Municipal Code and the hearing officer shall be appointed as provided in § 1.10.080 of Title 1 of the Placentia Municipal Code.

"(9). Administrative Hearing for Cease and Desist Orders and Emergency Abatement Actions. An administrative hearing on the issuance of a Cease and Desist Order or following an emergency abatement action shall be held within five (5) business days following the issuance of the order or the action of abatement, unless the hearing (or the time requirement for the hearing) is waived in writing by the party subject to the Cease and Desist Order or the emergency abatement. A request for an administrative hearing shall not be required from the Person subject to the Cease and Desist Order or the emergency abatement action.

"(10). Hearing Proceedings. Administrative Hearings shall be conducted in accordance with the provisions of § 1.10.090 of Title 1 of the Placentia Municipal Code.

"(11). Final Decision and Appeal. (a) The final decision of the hearing officer shall issue within ten (10) business days of the conclusion of the hearing in accordance with the provisions of § 1.10.100 of the Placentia Municipal Code. The final decision shall include notice that any legal challenge to the final decision shall be made pursuant to the provisions of California Code of Civil Procedure § § 1094.5 and 1094.6 and shall be commenced within ninety (90) days following issuance of the final decision.

"(b) Notwithstanding the provisions § 16.20.070.A(11)(a), the final decision of the Hearing Officer in any proceeding determining the validity of a Cease and Desist Order or following an emergency abatement action shall be mailed within five (5) business days following the conclusion of the hearing.

"(12). City Abatement. In the event the owner of property, the operator of a facility, a permittee or any other Person fails to comply with any provision of a compliance schedule issued to such owner, operator, permittee or Person pursuant to this Chapter, the Authorized Inspector may request the Enforcing Attorney to obtain an abatement warrant or other appropriate judicial authorization to enter the property, abate the condition and restore the area. Any costs incurred by the City in obtaining and carrying out an abatement warrant or other judicial authorization may be recovered pursuant to § 16.20.070.B.(4).

"B. Nuisance.

"Any condition in violation of the provisions of this Chapter, including but not limited to the maintenance or use of any Illicit Connection or the occurrence of any Prohibited Discharge, shall constitute a threat to the public health, safety and welfare, and is declared and deemed a nuisance pursuant to California Government Code § 38771, as the same may be amended from time to time.

"(1). Court Order to Enjoin or Abatement. At the request of the Director of Public Works, the Enforcing Attorney may seek a court order to enjoin and/or abate the nuisance.

"(2). Notice to Owner and Occupant. Prior to seeking any court order to enjoin or abate a nuisance or threatened nuisance, the Director of Public Works shall provide notice of the proposed injunction or abatement to the owner and occupant, if any, of the property where the nuisance or threatened nuisance is occurring.

"(3). Emergency Abatement. In the event the nuisance constitutes an imminent danger to public safety or the environment, the Director of Public Works may enter the property from which the nuisance emanates, abate the nuisance and restore any property affected by the nuisance. To the extent reasonably practicable, informal notice shall be provided to the owner or occupant prior to abatement. If necessary to protect the public safety or the environment, abatement may proceed without prior notice to or consent from the owner or occupant thereof and without judicial warrant.

"(a) An imminent danger shall include, but is not limited to, exigent circumstances created by the dispersal of Pollutants, where the same presents a significant and immediate threat to the public safety or the environment.

"(b) Notwithstanding the authority of the City to conduct an emergency abatement action, an administrative hearing pursuant to § 16.20.070.A(9) shall follow the abatement action.

"(4). Reimbursement of Costs. All costs incurred by the City in responding to any nuisance, all administrative expenses and all other expenses recoverable under State law, shall be recoverable from the Person(s) creating, causing, committing, permitting or maintaining the nuisance.

"(5). Nuisance Lien. (a) All costs shall become a lien against the property from which the nuisance emanated and a personal obligation against the owner thereof in accordance with California Government Code §§ 38773.1 and 38773.5, as the same may be amended from time to time. The owner of record of the property subject to any lien shall be given notice of the lien prior to recording as required by California Government Code § 38773.1, as the same may be amended from time to time.

"(b) At the direction of the Director of Public Works, the Enforcing Attorney is authorized to collect nuisance abatement costs or enforce a nuisance lien in an action brought for a money judgment or by delivery to the County Assessor of a special assessment against the property in accord with the conditions and requirements of California Government Code § 38773.5, as the same may be amended from time to time.

"C. Criminal Sanctions.

"1. Prosecutor. The Enforcing Attorney may act on the request of the Director of Public Works to pursue enforcement actions in accordance with the provisions of this Chapter.

"2. Infractions. Any Person who may otherwise be charged with a misdemeanor under this Chapter may be charged, at the discretion of the Enforcing Attorney, with an infraction punishable by a fine of not more than \$100 for a first violation, \$200 for a second violation, and a fine not exceeding \$500 for each additional violation occurring within one year.

"3. Misdemeanors. Any Person who negligently or knowingly violates any provision of this Chapter, undertakes to conceal any violation of this Chapter, continues any violation of this Chapter after notice thereof, or violates the terms, conditions and requirements of any permit issued pursuant to this Chapter, shall be guilty of a misdemeanor punishable by a fine of not more than \$1000.00 or by imprisonment for a period of not more than six (6) months, or both.

"D. Consecutive Violations.

"Each day in which a violation occurs and each separate failure to comply with either a separate provision of this Chapter, an Administrative Compliance Order, a Cease and Desist Order or a permit issued pursuant to this Chapter, shall constitute a separate violation of this Chapter punishable by fines or sentences issued in accordance herewith.

"E. Non-exclusive Remedies.

Each and every remedy available for the enforcement of this Chapter shall be non-exclusive and it is within the discretion of the Authorized Inspector or Enforcing Attorney to seek cumulative remedies, except that multiple monetary fines or penalties shall not be available for any single violation of this Chapter.

"F. Citations.

"Pursuant to California Penal Code § 836.5, as the same may be amended from time to time, the Authorized Inspector shall have the authority to cause the arrest of any Person committing a violation of this Chapter. The Person shall be released and issued a citation to appear before a magistrate in accordance with California Penal Code §§ 853.5, 853.6 and 853.9, as the same may be amended from time to time, unless the Person demands to be taken before a magistrate. Following issuance of any citation the Authorized Inspector shall refer the matter to the Enforcing Attorney.

"Each citation to appear shall state the name and address of the violator, the provisions of this Chapter violated, and the time and place of appearance before the court, which shall be at least ten (10) business days after the date of violation. The Person cited shall sign the citation giving his or her written promise to appear as stated therein. If the Person cited fails to appear, the Enforcing Attorney may request issuance of a warrant for the arrest of the Person cited.

"G. Violations of Other Laws.

"Any Person acting in violation of this Chapter also may be acting in violation of the Federal Clean Water Act or the State Porter-Cologne Act and other laws and also may be subject to sanctions including civil liability. Accordingly, the Enforcing Attorney is authorized to file a citizen suit pursuant to 33 U.S.C § 1365, as the same may be amended from time to time, seeking penalties, damages, and orders compelling compliance, and other

appropriate relief. The Enforcing Attorney may notify EPA Region IX, the Santa Ana Regional Water Quality Control Board, or any other appropriate state or local agency, of any alleged violation of this Chapter.

"H. Injunctions.

"At the request of the Director of Public Works, the Enforcing Attorney may cause the filing, in a court of competent jurisdiction, of a civil action seeking an injunction against any threatened or continuing noncompliance with the provisions of this Chapter.

"(1). Order for Reimbursement. Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the City of all costs incurred in enforcing this Chapter, including costs of inspection, investigation and monitoring, the costs of abatement undertaken at the expense of the City, costs relating to restoration of the environment and all other expenses authorized by law.

"I. Other Civil Remedies.

"(1). The Director of Public Works may request the Enforcing Attorney to file an action for civil damages in a court of competent jurisdiction seeking recovery of (a) all costs incurred in enforcement of the Chapter, including but not limited to costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses as authorized by law, and consequential damages, (b) all costs incurred in mitigating harm to the environment or reducing the threat to human health, and (c) damages for irreparable harm to the environment.

"(2). The Enforcing Attorney is authorized to file actions for civil damages resulting from any trespass or nuisance occurring on public land or to the Storm Water Drainage System from any violation of this Chapter where the same has caused damage, contamination or harm to the environment, public property or the Storm Water Drainage System.

"(3). The remedies available to the City pursuant to the provisions of this Chapter shall not limit the right of the City to seek any other remedy that may be available by law.

"16.20.080 Interagency Cooperation

"A. The City intends to cooperate with other agencies with jurisdiction over storm water discharges to ensure that the regulatory purposes underlying storm water regulations promulgated pursuant to 33 U.S.C. § 1251, et seq., as the same may be amended from time to time, are met.

"B. The City [may, to the extent authorized by law, elect to contract for the services of any public agency or private enterprise to carry out the planning approvals, inspections, permits and enforcement authorized by this Chapter.

"16.20.090 Compliance Disclaimer.

"Full compliance by any Person or entity with the provisions of this Chapter shall not preclude the need to comply with other local, state or federal statutory or regulatory requirements, which may be required for the control of the Discharge of Pollutants into storm water and/or the protection of storm water quality."

Section 4. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance. Notwithstanding the foregoing, wherever in this Ordinance discretion is vested in those persons prosecuting a violation hereof as infraction, the same shall be punishable by a fine of not more than \$100 for a first violation, \$200 for a second violation, and a fine not exceeding \$500 for each additional violation occurring within one year

Section 5. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 6. Severability.

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

SECTION 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 thirty (30) days after passage.

PASSED and ADOPTED this ___ day of _____, 2010.

JOSEPH V. AGUIRRE, 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 _____ day of

_____, 2010 and was finally adopted at a regular meeting held on the _____ day of _____, 2010, 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: CITY ATTORNEY

DATE: MAY 4, 2010

SUBJECT: DESIGN-BUILD CONTRACTS ORDINANCE

FINANCIAL

IMPACT: EXPENSE: \$0

INTRODUCTION:

The City Charter contains provisions in § 608 authorizing the City Council to utilize "best value processes," including, but not limited to use of, design-build and construction manager at risk approaches when such procedures are approved and adopted by ordinance. Such procedures are intended for use where the City Council finds such processes will reduce project cost, expedite project completion, or provide unique design features.

RECOMMENDATION:

It is recommended that the City Council consider the Design-Build Contracts Ordinance and introduce for second reading, by title only, and adoption of Ordinance No. O-2010-05, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA,
CALIFORNIA, ADDING A NEW CHAPTER 1.18 OF THE PLACENTIA MUNICIPAL
CODE PERTAINING TO DESIGN-BUILD CONTRACTS.**

DISCUSSION:

The City Charter allows for the use of "best value processes," including, but not limited to use of, design-build and construction manager at risk approaches in lieu of standard public works bidding procedures. However, in order to take advantage of such processes, the Charter requires the City Council to adopt, by ordinance, procedures to implement the authorization. Recent discussions pertaining to significant projects, including the Metrolink Station and related parking structures, brought to light the fact that such processes have not heretofore been authorized as required by the Charter to take advantage of such approaches to specialized public works.

As noted, there are circumstances where utilizing a design-build approach provides for a superior final project and often results in substantial savings in time and money. Design-build projects can more effectively coordinate the various professionals and trades involved in the design and construction of public projects and, when properly vetted prior to award of a final contract, ensure that the team with which the City contracts has the background, experience and financial wherewithal to cause the project to be completed in a timely fashion. The draft ordinance presented for consideration requires that any project proposed to utilize the design-build process be first presented to the City Council for preliminary approval and requires staff to provide information regarding the proposed project as well as the criteria for selection.

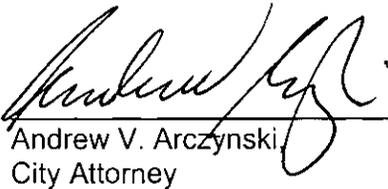
Agenda Item: **CC 7.**
Meeting Date: **May 4, 2010**

In order to take advantage of the Charter authorization, it is believed the proposed ordinance will provide appropriate direction in the preparation, review and ultimate award of such project contracts. While the proposed ordinance will allow use of procedures other than standard bidding processes, it is believed that the ordinance sets forth an objective, systematic approach to such construction projects.

The City Council reviewed and considered Ordinance No. O-2010-05 during the April 20, 2010 City Council meeting and introduced the Ordinance for first reading at that time. In order implement the provisions of the City Charter authorizing design-build contracts, it is recommended that the Design-Build Contracts Ordinance be introduced for second reading and adopted.

Submitted by:

Reviewed and approved:



Andrew V. Arczynski
City Attorney



Troy L. Butzlaff, ICMA-CM
City Administrator

ATTACHMENTS:

Written Contract Ordinance

AGENDA ITEM NO.: _____

COUNCIL MEETING DATE _____

ORDINANCE NO. O-2010-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADDING A NEW CHAPTER 1.18 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO DESIGN-BUILD CONTRACTS.

City Attorney's Summary

This Ordinance adds a new Chapter 1.18 to Title 1 of the Placentia Municipal Code establishing requirements and procedures reduce project cost, expedite project completion, or provide design features not achievable through design-bid-build methodology.

A. Recitals.

(i) Section 608 of the Charter of the City of Placentia provides, in relevant part, that contracts on public works shall be let pursuant to competitive bidding procedures except where best value processes, including but not limited to use of design-build and construction manager at risk approaches, adopted by the City Council by ordinance in cases where the City Council finds such processes will reduce project cost, expedite project completion, or provide unique design features.

(ii) The City Council desires to establish policies and procedures to permit the utilization of best value processes in specified circumstances.

(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. A new Chapter 1.18 hereby is added to Title 1 of the Placentia Municipal Code, to read, in words and figures, as follows:

"Chapter 1.18

"DESIGN-BUILD CONTRACTING

"Sections:

"1.18.010	Title
"1.18.020	Purpose
"1.18.030	Definitions
"1.18.040	Initiation and Approval of Design-Build Projects
"1.18.050	Prohibition on Multiple Improvements
"1.18.060	Proposal Requirements
"1.18.070	Prequalification of Proposers
"1.18.080	Prohibited Conflicts
"1.18.090	Proposal Submission
"1.18.100	Evaluation, Recommendation, Award
"1.18.110	Communications by Proposers
"1.18.120	Subcontractors

"Section 1.18.010 - Title.

"This Chapter shall be known as the "Placentia Design-Build Ordinance."

"Section 1.18.020 - Purpose.

"The purpose of this Chapter is to implement the provisions of § 608 of the Charter of the City of Placentia which authorizes the use of design-build and construction manager at risk approaches to public works, when, by ordinance the City Council of the City of Placentia finds such processes will reduce project cost, expedite project completion, or provide unique design features. It defines 'design-build' as a procurement process in which both the design and construction of the public works project are procured from a single entity.

"The City Council desires that any 'design-build' contract awarded hereunder be the result of a competitive, objective process. The intent of this Chapter is to set forth the requirements, including the competitive process, the City will follow whenever it awards a 'design-build' contract pursuant to the Charter § 608 exemption from competitive bidding for such contracts.

"The design-build approach authorized by § 608 of the Charter and implemented by the provisions of this Chapter shall only apply to public works projects with an estimated cost of at least two million (\$2,000,000.00) dollars.

"Section 1.18.030 - Definitions.

"For purposes of this Chapter, the following definitions shall be ascribed to the terms set forth herein and shall govern the application and interpretation of this Chapter unless the context clearly indicates or requires a different meaning.

"A. '*Demonstrated management competency*' means the experience, competency, capability, and capacity of the proposed management staffing to complete projects of similar size, scope, or complexity.

"B. '*Director*' means the director of the city department primarily responsible for awarding, managing and administering a design-build contract pursuant to the provisions of this Chapter or such other person designated by the City Administrator.

"C. '*Design-build contract*' means a contract between the City and a design-build entity to furnish the following for a public works project: (1) the architectural, engineering and other related services necessary to fully design the public works project, and (2) the labor, materials, equipment, project management and other related services necessary to construct the public works project.

"D. '*Design-build entity*' means the entity, whether a natural person, partnership, limited partnership, joint venture, corporation, professional corporation, business association or other legal entity, that provides appropriately licensed contracting, architectural, and engineering services as needed to perform the design-build contract.

"E. 'Financial condition' means the financial resources needed to perform the design-build contract. The criteria used to evaluate a proposer's financial condition shall include, at a minimum, current financial statements and bonding capacity, capacity to obtain all required payment bonds, performance bonds, and liability insurance.

"F. 'Qualifications' means financial condition, relevant experience, including completion of projects on time and within budget, demonstrated management competency, the safety record of the proposer, and, if required by the proposal documents, some or all of the preceding qualifications as to subcontractors or design professionals proposed to be used by the design-build entity for designated portions of the work.

**"1.18.040 - Initiation and Approval
of Design-Build Projects**

"Prior to initiating a request for proposals on a design-build project, the director shall inform the City Council of his or her intent to utilize design-build procedures on such project. The notification shall include the nature of the project, the estimated cost of the project, the projected schedule of the project, major manufactured components to be procured by the contractor, the general criteria for evaluating proposals from prospective contractors and any other information relevant to utilizing design-build procedures. Any contract for design-build construction of a qualifying project shall be approved by the City Council.

"1.18.050 - Prohibition on Multiple Improvements

"No request for proposals shall consist of construction of multiple public improvements at different locations unless the City Council finds that the proposed multiple improvements share common design and/or construction characteristics that are likely to save money or result in faster completion than if the improvements were constructed as separate public works projects.

"1.18.060 - Proposal Requirements

"A. The director shall prepare a request for proposals consistent with the provisions of this Chapter and the requirements of all City laws, regulations and policies applicable to selecting and contracting for professional design and construction services. The requirements of this Chapter shall prevail over any conflicting requirements of any City laws, regulations or policies.

"B. Any request for proposals issued pursuant to the provisions of this Chapter for a design-build contract shall include, directly or by reference, the following information describing the scope of the project:

"(1). The size, type and desired design character of the building, structure, system or other public improvement;

"(2). Any preliminary plans, specifications, layouts, schematic drawings or architectural renderings with such detail as the director deems appropriate to inform prospective proposers about the needs of the project, and any other information the director deems appropriate to describe adequately the needs of the project;

"(3). Performance specifications setting forth the quality of materials, equipment and workmanship required for the project, and other appropriate criteria at a scope and level of detail to permit qualified design-build entities to submit proposals in accordance with the requests for proposals, given the nature of the project and the level of design provided in any preliminary plans, specifications, layouts, schematic drawings, architectural renderings or other City-supplied information;

"(4). The anticipated cost estimate(s) of the project and budget constraints for the design-build contract, if any;

"(5). A schedule regarding commencement and desired completion of the project, including, at a minimum, the proposed project start date and final completion date.

"(6). The request for proposals shall include a description of the documentation that must be submitted as part of the proposal, with direction as to minimum requirements as to the form and level of completeness of any required drawings, specifications or submittals.

"(7). The request for proposals shall include a specimen contract form indicating the material terms and conditions to which the proposer shall be required to agree as part of final award, including, but not limited to, requirements for performance bonds, payments bonds, warranty bonds and insurance.

"(8). The request for proposals shall include such other information, procedures or requirements as the director considers appropriate to properly evaluate and select a design-build entity.

"1.18.070 - Prequalification of Proposers

"A. The director shall establish procedures to prequalify design-build entities using a questionnaire to be developed by the departments involved. Upon approval of the City Administrator or the City Council, as the case may be, the director may engage the services of such design professionals or construction experts as may be necessary to assist in the preparation and/or evaluation of prequalification questionnaires or proposal documents if necessary to augment existing City resources.

"B. The prequalification process shall include the following:

"(1). For any partnership or joint venture, the design-build entity shall provide evidence that all general partners or joint venture members agree to be fully liable for the performance of the design-build entity under the design-build contract.

"(2). The design-build entity must demonstrate, at the time of submission of the proposal, that it possesses all required licenses, registrations and credentials required to design and construct the project, that all such licenses, registration and credentials are in good standing; and that it has the capacity to obtain all required payment, performance or warranty bonds, liability insurance, and errors and omissions insurance.

"(3). The design-build entity must identify the employees and consultants of the design-build entity that will be assigned to management and primary supervision duties on the proposed project, and demonstrate that each such person has the demonstrated management competency to successfully complete the proposed project.

"(4). The design-build entity must disclose any violation by any entity member of federal or state law concerning the payment of wages, benefits, or personal income tax withholding, state disability insurance withholding, worker's compensation, unemployment insurance payment requirements, or of federal or state law governing employment, contracting or subcontracting.

"(5). The design-build entity must disclose information concerning any entity member who or which defaulted on a construction contract, was assessed liquidated damages on account of delay in completion of a project, had responsibility for completing a construction project that a surety company was obligated to complete, was debarred, disqualified, determined to be a non-responsible bidder or removed from any public works project, or was involved in any prior litigation between a design-build entity, or any member thereof, with the owner of any public work in the previous five (5) year period.

"(6). The design-build entity shall be required to submit such documentation as called for in the request for proposals to demonstrate the financial condition and qualifications of the design-build entity with regard to the proposed project.

"1.18.080 - Prohibited Conflicts

"A. No person who substantially participated in the preparation of a request for proposals shall participate in the preparation of a proposal by, or otherwise be a part of, any design-build entity responding to that request for proposals.

"B. A design-build entity shall be prohibited from including as a member, or using on a project, any person who substantially participated in the preparation of the request for proposals for the project.

"C. Any design-build entity violating the provisions of this § 1.18.080 shall immediately be disqualified from further consideration.

"1.18.090 - Proposal Submission

"A. Single proposal. A design-build entity shall only submit one (1) proposal in response to a request for proposals, and no member of a design-build entity or design professional shall participate in the submission of more than one (1) proposal in response to a request for proposals. Nothing herein prohibits persons subcontracting with a design-build entity from participating as a subcontractor in more than one (1) proposal.

"B. Submission of proposals. A design-build entity shall submit its proposal at the place and by the day and time set forth in the request for proposals.

"C. Time extension(s). Prior to the time fixed in the request for proposals for submitting proposals, the director may extend the time for submitting proposals by giving written notice to each design-build entity requesting or otherwise provided with a request for proposals.

"D. Subcontractors. (1) The proposal shall identify each person or entity to whom the design-build entity intends to sublet obligations under the design-build contract. The proposal shall specify the trade of such person or entity, or the type of work to be performed by such person or entity if in excess of 5% of the anticipated budget. (2) The listing of persons entities to whom the design-build entity proposes to sublet obligations may be added to or otherwise amended prior to award of a design-build contract only when necessary to address changes in the proposal resulting from negotiations with the city.

"E. Ownership of proposals. (1) The drawings, specifications and other information contained in a proposal shall remain the property of the design-build entity making the proposal unless and until the City accepts the proposal and (2) Ownership of the drawings, specifications and other information contained in a proposal that the City has accepted shall be determined in accordance with the terms of the design-build contract and request for proposals.

"F. Incomplete proposal. At the time a design-build entity submits a proposal, the proposal shall contain all the information and documents required by the request for proposals. The director shall deem a proposal that does not contain any material information or documents required by the request for proposals to be non-responsive and shall not consider the proposal further. The director, in the director's discretion, may waive minor irregularities in a proposal and proceed to consider the proposal.

"1.18.100 - Evaluation, Recommendation, Award

"A. The director shall evaluate and rank the proposals using only the criteria and selection process set forth in the request for proposals.

"B. After evaluating the proposals, the director may request all or some of the proposers to submit additional designs, information or documents, or to clarify or refine a response to some part of the request for proposals. The proposers shall submit the responses in the manner set forth in the request.

"C. Rejection of proposals. The director is authorized to reject all of the proposals. In the event the director rejects all proposals, the director may (1) Re-issue the request for proposals in the form previously approved by the City Council; (2) prepare a revised request for proposals for approval by the City Council pursuant to this Chapter; or (3) discontinue the competitive process for award of a design-build contract for the project.

"D. Recommendation. After evaluation of the proposals, the director may recommend that the City Council: (1) Award a design-build contract to one of the design-build entities submitting a proposal or (2) Request authorization to engage in negotiations with one or more of the design-build entities that submitted a proposal if the City reserved the right in the request for proposals to hold such negotiations.

"E. The director's recommendation made pursuant to this § 1.18.100 shall include the cumulative scores, utilizing the selection criteria, of each proposer.

"F. Objections. (1) The director shall notify all proposers in writing of the recommendation made to the City Council. The written notice of recommendation shall include the reasons for the recommendation and the cumulative scores of each of the proposers utilizing the selection criteria. (2) A proposer may submit a written statement setting forth any objections to the recommendation on or before five (5) working days following the date of the notice of recommendation and shall include therein each such objection and the grounds supporting each such objection.

"G. Consideration of objection(s). The director shall consider each written objection to determine whether any one objection or the aggregate of the objections warrant amending the director's recommendation. The director shall provide all proposers with the written response to any objections prior to the City Council considering the recommendation of the director.

"H. The director shall provide the City Council copies of the written objections and responses to such objections.

"I. Award. Following the competitive request for proposal selection process, the City Council may award a design-build contract to the design-build entity it concludes best meets the needs of the city.

"1.18.110 - Communications by Proposers

"A. From the time of the City Council's approval of a request for proposals and the time that the director makes a recommendation to the City Council pursuant to § 1.18.100 of this Chapter, members of a design-build entity and any persons working for or representing the design-build entity shall communicate with only the person(s) designated in the request for proposals regarding the request for proposals.

"B. Nothing in this § 1.18.110 shall prohibit any member of a design-build entity or any persons working for or representing a design-build entity from communicating with any person in the City, including, but not limited to the City Council, regarding an alleged failure of a City employee to follow the procedures or requirements governing the request for proposals, or any alleged misconduct or impropriety of a city employee related to the request for proposals.

"C. "The failure of a design-build entity to comply with this section shall result in disqualification from consideration.

"1.18.120 - Subcontractors

"A. The design-build entity shall not replace those persons identified at the time of the award of the design-build contract as being subcontractors for construction work on the project, except in accordance with the requirements of the California Public Contract Code.

"B. Notwithstanding the provisions of § 1.18.120.A., the City recognizes that listing all subcontractors at the time of the award of the design-build contract may be impracticable because the design has not been completed. All subcontractors not listed by the design-build entity at the time of award shall be obtained by the design-build entity in accordance with the requirements of the California Public Contract Code."

Section 3. Severability.

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

SECTION 4. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and

this Ordinance shall take effect thirty (30) days after passage.

PASSED and ADOPTED this ___ day of _____, 2010.

JOSEPH V. AGUIRRE, 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 ____ day of _____, 2010 and was finally adopted at a regular meeting held on the ____ day of _____, 2010, 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

City of Placentia
 Redevelopment Agency Warrant Register
 For 5/4/2010

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 18,065.22

Fund Name	<u>Warrant Totals by Fund</u>
405-Low & Moderate Housing	4.12
410-RDA Capital Projects	18,061.10

Void Total: 0.00
 Warrant Total: 18,065.22

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

Warrant Total: 18,065.22

**City of Placentia
Warrant Register
For 05/04/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 4/17/10 PD DATE 4/23/10	0035-2170 Deferred Comp Payable - ICMA	PY10009	388.47	2995/1001009		00001082	04/23/2010
				Vendor Total:	388.47				
				Type Total:	388.47				
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	357536-5115 Dental Ins Allocation	ITK42210	20.81	3502398		00068681	04/22/2010
MW IP	DELTACARE USA V005298	APRIL INSURANCE PREMIUM	347536-5115 Dental Ins Allocation	ITK42210	4.12	3502398		00068681	04/22/2010
				Vendor Total:	24.93				
MW OH	DOMER, KEN V005932	MAY MONTHLY EXPENSES	357536-5001 Salaries/Full-Time Regular	TK42910B	100.00	MAY 2010		00068747	05/04/2010
				Vendor Total:	100.00				
MW IP	HDL COREN & CONE V000464	AUDIT SVCS - SALES TAX 3RD QTR	357536-6099 Other Professional Services	ITK42210	146.40	0016261-IN	P03286	00068683	04/22/2010
MW IP	HDL COREN & CONE V000464	1ST QTR SALES TAX	357536-6099 Other Professional Services	ITK42210	487.50	0016261-IN	P03286	00068683	04/22/2010
				Vendor Total:	633.90				
MW OH	MESSENGER INVESTMENT V006826	REIMBURSEMENT	357536-6099 Other Professional Services	TK42910C	875.00	APN339-063-01	P03284	00068779	05/04/2010
				Vendor Total:	875.00				
MW OH	OGAWA, KAREN V005894	MAY MONTHLY EXPENSES	357536-5001 Salaries/Full-Time Regular	TK42910D	25.00	MAY 2010		00068790	05/04/2010
				Vendor Total:	25.00				
MW IP	ORANGE COUNTY TAX COL V000715	PROPERTY TAXES 2009 - CROWTH	357536-6410 Property Taxes	ITK42710	13,965.83	041210	P03305	00068840	04/29/2010
MW IP	ORANGE COUNTY TAX COL V000715	2007 DELINQUENT PROPERTY TAX	357536-6410 Property Taxes	ITK42710	552.09	032710	P03306	00068840	04/29/2010
				Vendor Total:	14,517.92				
MW IP	US BANK	12/1-11/30/10 ADMIN FEES	357536-6296	ITK42710	1,500.00	2537868		00068846	04/29/2010

City of Placentia
Warrant Register
For 05/04/2010

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001073		Admin Service Fee						
				Vendor Total:	1,500.00				
				Type Total:	17,676.75				
				Warrant Total:	18,065.22				

**MINUTES
REDEVELOPMENT AGENCY
CITY OF PLACENTIA
CITY COUNCIL CHAMBERS
401 EAST CHAPMAN AVENUE
REGULAR MEETING
APRIL 20, 2010
7:00 P.M.**

CALL TO ORDER THE REGULAR MEETING OF THE REDEVELOPMENT AGENCY:

Agency Chairman Aguirre called the regular meeting of the Board of Directors of the Redevelopment Agency of the City of Placentia to order at 7:00 p.m.

ROLL CALL: Present: Joseph V. Aguirre, Chairman
Constance Underhill, Vice Chairman
Scott W. Nelson, Agency Member (arrived at 7:30 p.m.)
Greg Sowards, Agency Member
Jeremy B. Yamaguchi, Agency Member

ORAL COMMUNICATIONS

Oral communications offered to the Redevelopment Agency Board of Directors are set forth in the minutes of the City Council Meeting.

CONSENT CALENDAR

- RA 1. Warrant Register for April 7, 2010 through April 20, 2010**
Financial Impact: \$33,379.31
Recommended Action: Approve
(Action: Approved 5-0)
- RA 2. Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Recommended Action: Approve
(Action: Approved 5-0)
- RA 3. Minutes**
Regular Meeting – April 6, 2010
Recommended Action: Approve
(Action: Approved 5-0)

Agency Member Nelson moved, seconded by Yamaguchi, to approve the staff recommendations on the Consent Calendar. Motion carried: 5-0.

PUBLIC HEARINGS

RA 4. Lease of Agency Owned Property at 336 Santa Fe Avenue to HIS House

Financial Impact: Revenue: \$3,600 to RDA Low and Moderate Housing Fund

Recommended Action:

1. Open the Public Hearing, Receive Public Testimony, and Close the Public Hearing;
2. Receive the Health and Safety Code 33433 Report; and,
3. Authorize the Executive Director to Execute a Standard lease Agreement as Approved to Form by Agency Counsel, with HIS House for 336 Santa Fe Avenue in a Monthly Lease Amount of \$300.00 for a Period Thirty-Six (36) Months with an Option to Extend the Lease Two (2) Additional One (1) Year Terms

Executive Director Butzlaff summarized the information outlined in the staff report.

Agency Chairman Aguirre opened the public hearing. There being no one present to address the Agency on this issue the public hearing was closed.

Agency Member Nelson moved, second by Underhill, to receive the Health and Safety Code 33433 Report; and, authorize the Executive Director to execute a standard lease agreement as approved in a form by Agency Counsel, with HIS House for 336 Santa Fe Avenue in a monthly lease amount of \$300.00 for a period thirty-six (36) months with an option to extend the lease two (2) additional one (1) year terms. Motion carried: 5-0.

OLD BUSINESS

There was no old business.

NEW BUSINESS

RA 4. Memorandum of Understanding Regarding Use of Space by Boys and Girls Club at 132 E. Crowther Avenue

Financial Impact: None

Recommended Action: Approve a Memorandum of Understanding with the Boys and Girls Club of Placentia, Yorba Linda and Brea to Allow for Use of 132 E. Crowther Avenue for Administrative Purposes in a Form Approved by Agency Counsel and Authorize the Executive Director to Execute all Applicable Documents

Executive Director Butzlaff stated that the Redevelopment Agency recently entered into an arrangement whereby the Agency leases the Boys and Girls Club with a desire to acquire the building over time. Meanwhile the Boys and Girls Club has requested use of the facility for administrative offices. The proposed Memorandum of Understanding would permit the Boys and Girls Club to utilize a portion of the property for purposes of administratively supporting their programs throughout the community. The terms and conditions are outlined in the

Memorandum of Understanding attached to the staff report. The Agency staff is recommending favorable approval.

Agency Vice Chairman Underhill moved, seconded by Yamaguchi, to Approve a Memorandum of Understanding with the Boys and Girls Club of Placentia, Yorba Linda and Brea to Allow for Use of 132 E. Crowther Avenue for Administrative Purposes in a Form Approved by Agency Counsel and Authorize the Executive Director to Execute all Applicable Documents. Motion carried: 5-0.

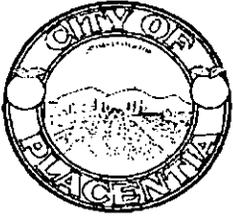
ADJOURNMENT

The Regular Meeting of the Board of Directors of the Placentia Redevelopment Agency adjourned at 8:25 p.m. to a Regular Meeting on May 4, 2010, at 7:00 p.m.

PATRICK J. MELIA, SECRETARY

ATTEST:

JOSEPH V. AGUIRRE, CHAIRMAN



Placentia Redevelopment Agency

AGENDA REPORT

TO: AGENCY BOARD

VIA: EXECUTIVE DIRECTOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: MAY 4, 2010

SUBJECT: DISPOSITION AND DEVELOPMENT AGREEMENT FOR AGENCY OWNED PROPERTY AT 913 N. BRADFORD AVENUE

FINANCIAL
IMPACT: REVENUE: \$105,000.00 TO RDA LOW AND MODERATE HOUSING FUND FOR FISCAL YEAR 2010-2011

INTRODUCTION:

The Redevelopment Agency is proposing to sell an Agency-owned single-family residence located at 913 N. Bradford Avenue to Placentia Presbyterian Church, a California non-profit corporation, dba Homeless Intervention and Shelter House (HIS House). This action will receive the required Health and Safety Code §33433 Report, approve the disposition of the property and authorize the Executive Director to initiate actions and execute all appropriate documentation related to the sale of the property.

RECOMMENDATION:

It is recommended that the Board of Directors:

1. Receive the Health and Safety Code §33433 Report;
2. Approve a Disposition and Development Agreement, as approved to form by Agency Counsel, with Placentia Presbyterian Church, a California non-profit corporation, dba Homeless Intervention and Shelter House (H.I.S. House) related to Agency-owned property at 913 N. Bradford Avenue; and,
3. Authorize the Executive Director to initiate actions and execute applicable documentation, as approved to form by Agency Counsel, related to the sale and disposition of the property.

DISCUSSION:

The Agency proposes to sell a single-family residence located at 913 N. Bradford Avenue to the Placentia Presbyterian Church, a California non-profit corporation, dba Homeless Intervention and Shelter House (HIS House). The Agency purchased the residence in 2001 and since 2002 has leased the property to HIS House to conduct their non-profit social services operations. The Agency now proposes to sell the property through a Disposition and Development Agreement (DDA) to HIS House. The DDA acts as a typical sale agreement while providing for development potential of the property. In this case, HIS House will add a bathroom, living space

Agenda Item: **RA 4.**

Meeting Date: **May 4, 2010**

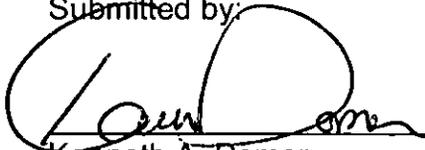
and additional area to the kitchen along with making exterior and landscaping improvements. These improvements will be of benefit to the neighborhood as it will improve the property and result in an improved neighborhood area.

As a requirement of California Health and Safety Code §33433, a report must be prepared and property noticed for any transaction involving a property purchased with tax increment. As such, the §33433 Report is attached to this Staff Report. The §33433 Report summarizes the salient points of the proposed agreement and sets forth the information required by § 33433. The Agency has set a sale price of \$285,000 and such amount is detailed in the attached §33433 Report to include the payment by HIS House of \$105,000 and the balance will be forgiven over a thirty year period in exchange for the improvements and fifty-five year affordability restriction. Overall, the disposition and development of the property, as detailed in the §33433 Report meets the Agency's goal of providing affordable housing opportunities and reducing blight in and around the Redevelopment Project Area.

FISCAL IMPACT:

The Agency acquired and closed escrow on 913 Bradford Avenue on August 25, 2001. The Agency purchased the home through an open sale for Two Hundred Sixty Thousand, Five Hundred and Seventy Eight Dollars (\$260,578). In addition, the Agency expended up to Ten Thousand Dollars on rehabilitation of the Property to include: correction of code deficiencies, garage electrical, and landscape installation. The total Agency investment in the Property is approximately \$270,000. The fair market value supported by comparable sales in the neighborhood is \$320,000. The Agency proposes to restrict the property through deed restrictions in that rental of the property can only be made to qualified very low- and low-income persons. The length of the affordability restrictions will be fifty-five years. As such, the implementation of the affordability restrictions decreases the value of the interest to be conveyed by an estimated \$35,000 and therefore the value of the interest to be conveyed is \$285,000. If the property is not used for low income person or is sold at market value anytime during the fifty-five (55) year period, the property reverts to the Agency. Per the Disposition and Development Agreement, the Agency will be paid \$105,000 for the property and the remaining balance will be forgiven over thirty years in exchange for a fifty-five (55) year affordability restriction.

Submitted by:



Kenneth A. Domer
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, J.C.M.A.-CM
City Administrator/Executive Director

Attachments: §33433 Report
Draft Disposition and Development Agreement

**SUMMARY REPORT PURSUANT TO SECTION 33433
OF THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW
ON A DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA
AND PLACENTIA PRESBYTERIAN CHURCH, A CALIFORNIA NON-PROFIT
CORPORATION DBA HOMELESS INTERVENTION AND SHELTER HOUSE FOR 913
BRADFORD AVENUE, PLACENTIA, CALIFORNIA 92870**

Introduction

This Summary Report has been prepared for the Redevelopment Agency of the City of Placentia ("Agency") pursuant to California Health & Safety Code Section 33433 in connection with the proposed Disposition and Development Agreement ("Agreement") by and between the Agency and Placentia Presbyterian Church, a California non-profit corporation dba Homeless Intervention and Shelter House. ("Purchaser"). This Report summarizes the salient points of the Agreement and sets forth the information required by Section 33433.

Public Notice and Hearing - Section 33433 (a)

Notice of the Joint Public Hearing to consider the proposed Agreement in connection with the sale of 913 Bradford Avenue shall be published in the "Placentia News Times" of the Orange County Register on April 8, 2010 and April 22, 2010.

The Joint Public Hearing by the City Council of the City of Placentia and Redevelopment Agency Board shall be May 4, 2010 at 7:00 P.M. (or as soon thereafter as the matter can be heard) in the City Council Chambers, at 401 E. Chapman Avenue, Placentia, CA 92870.

Salient Points of the Proposed Agreement

This section of the Report includes a description of the property, the proposed utilization of the property, and a summary of the major responsibilities of the Agency and the Purchaser under the Agreement. The proposed Agreement is attached to this Report. The Agreement will become effective if it is approved and signed subsequent to the Public Hearing on May 4, 2010.

Property Description - The Agreement provides for the acquisition by Purchaser of certain real property located 913 Bradford Avenue in the City of Placentia (the "Property"). The Property is designated on the attached Site Map. The Property is currently improved with a single-story, three-bedroom detached home and an attached two car garage. The property size is 7,475 square feet, which reflects the dedication of the first twenty (20) feet of the property, representing 1,300 square feet, for widening and improvements to Bradford Avenue by the City of Placentia.

Proposed Utilization of the Property - Pursuant to the Agreement, the Purchaser, an organization which currently leases the property, will continue to utilize the property as a residence to provide safe, clean and adequate shelter to individuals and families overcoming economic and social issues associate with formerly being homeless. This use is

consistent with the Agency's goals under the Placentia Redevelopment Plan and is conforming to City zoning as no more than six (6) persons will occupy the residence.

Purchaser's Responsibilities – Under the Agreement, the Purchaser has the following responsibilities:

- Acquire the Property.
- Make an initial payment of \$105,000 to the Agency.
- Execute all of the documentations and comply with the requirements of the Agency's covenants and restrictions for a period of fifty-five years.
- Pay escrow and closing costs.
- Within one year from date of purchase, make improvements to the home to include interior renovations and exterior improvements including fencing, landscaping and painting.
- Enter into a Maintenance Agreement with the Agency and/or City regarding the exterior appearance of the home and landscaping.

Agency's Responsibilities – Under the Agreement, the Agency has the following responsibilities:

- Complete all necessary dedications of easements for forthcoming Bradford Avenue Safe Routes to Schools street and sidewalk improvements.
- Comply with all escrow instructions.
- Provide Purchaser with timeframes for street construction and necessary modifications to garage and driveway approach connected with construction.

Cost of the Agreement to the Agency - Section 33433 (a) (2) (B) (i)

The Agency acquired and closed escrow on 913 Bradford Avenue on August 25, 2001. The Agency purchased the home through an open sale for Two Hundred Sixty Thousand, Five Hundred and Seventy Eight Dollars (\$260,578). In addition, the Agency expended up to Ten Thousand Dollars on rehabilitation of the Property to include: correction of code deficiencies, garage electrical, and landscape installation. The total Agency investment in the Property is approximately \$270,000.

Since October, 2002, the Agency has leased the property to the proposed Purchaser. As part of the lease agreement, the Agency has continued to pay the property taxes for the property which, based on its exempt status, only include the sewer assessment charges.

Estimated Value of the Interest To Be Conveyed At the Highest and Best Use - Section 33433 (a) (2) (B) (ii)

Based on an appraisal dated August 2009, the estimated value is Three Hundred and Twenty Thousand Dollars (\$320,000) based upon comparable sales in the neighborhood. This appraisal price takes into consideration the dedication of 1,300 square feet for Bradford Avenue street widening and improvements. The zoning is Single Family Residential (R-1) and the highest and best use is residential in nature.

Estimated Reuse Value of the Interest to Be Conveyed Based on the Use and Conditions, Covenants, Restrictions and Rehabilitation Costs Required by the Agreement - Section 33433 (a) (2) (B) (iii)

As indicated above, the total property acquisition costs combined with the rehabilitation costs and transaction costs yield a total Agency investment of approximately \$270,000. The fair market value supported by comparable sales in the neighborhood is \$320,000. The Agency proposes to restrict the property through deed restrictions in that rental of the property can only be made to qualified very low- and low-income persons. The length of the affordability restrictions will be fifty-five years. As such, the implementation of the affordability restrictions decreases the value of the interest to be conveyed by \$35,000 using potential rent of a restricted unit versus not restricted over the term of a standard loan. Accordingly, the value of the interest to be conveyed is \$285,000. Per the Disposition and Development Agreement, the Agency will be paid \$105,000 for the property and the remaining balance will be forgiven over thirty years in exchange for a fifty-five (55) year affordability restriction.

Blight Elimination/Affordable Housing - Section 33433 (a) (2) (B) (iv)

The Property to be sold pursuant to this Agreement is located outside the Placentia Redevelopment Project Area and therefore not part of the Agency's original blight findings. Nevertheless, the Agency's sale of the Property will support the elimination of blight by renewing deteriorated housing stock. The purchaser will have two years to commence improvement plans for the residence to include upgraded landscaping, living space addition to the residence and exterior rehabilitation, not including the required work to the garage area as necessitated by the widening of Bradford Avenue. Further, the Agency will deed restrict the property for a period of fifty-five years to provide for affordable housing opportunities.

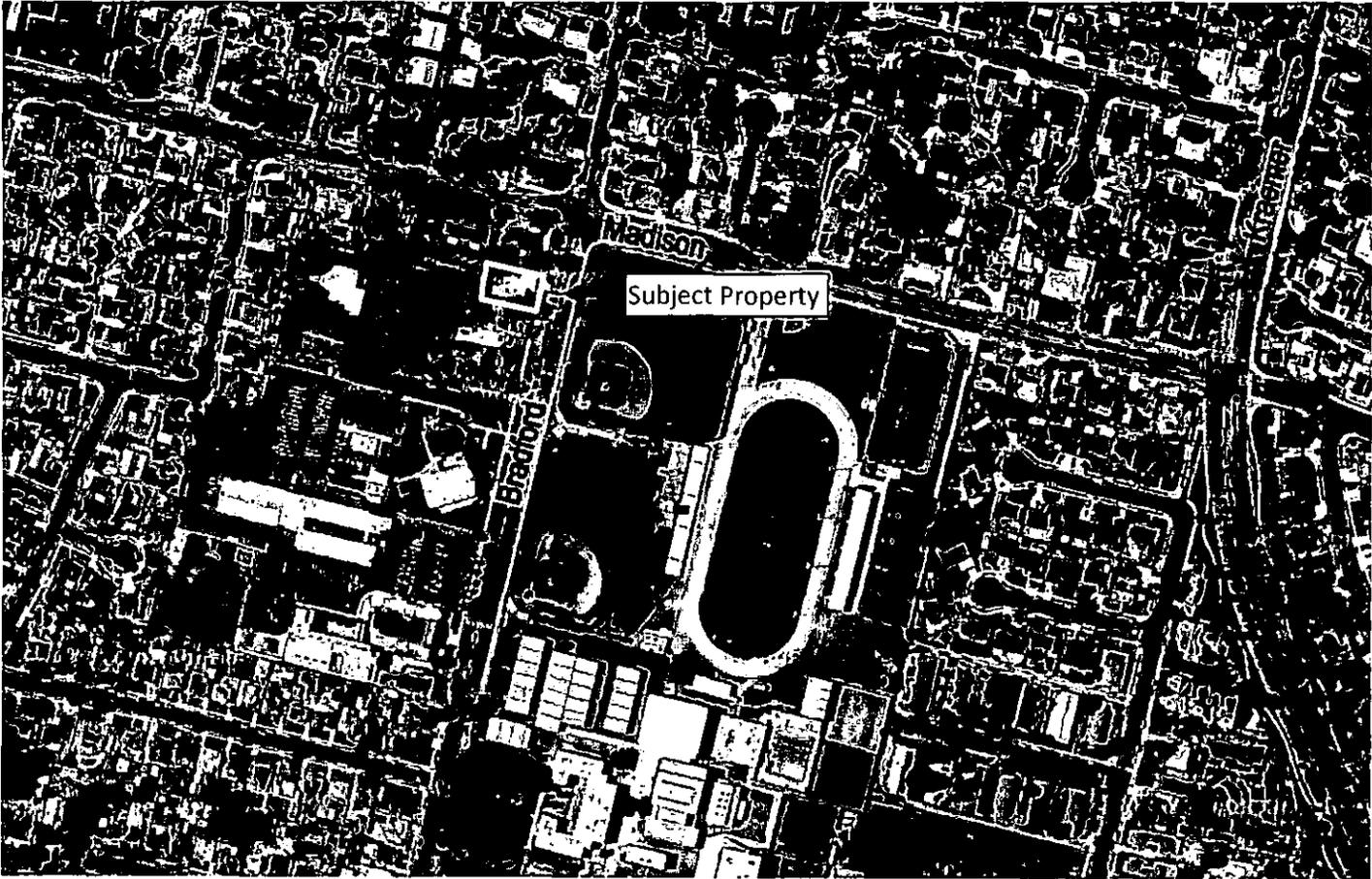
Conformity With Agency's AB 1290 Implementation Plan

The proposed Agreement will assist the Agency in meeting its objectives and goals set forth in its Implementation Plan by providing safe and sanitary relocation housing for a very low and low-income persons and families. In addition, the sale of the property provided cash infusion to the Low and Moderate Income Housing Fund to utilize for other affordable housing opportunities, all the while providing affordability of the property to be disposed through the implementation of affordability deed restrictions.

The purchase agreement will return \$105,000 to the Low and Moderate Income Housing Fund and the balance of the loan will be forgiven over thirty years in exchange for a fifty-five year affordability restriction.

Attachments: Site Map

33433 Summary Report – Site Map for 336 Santa Fe Avenue



Property is located at 913 Bradford Avenue.
APN: 339-283-17

DISPOSITION AND DEVELOPMENT AGREEMENT

This **DISPOSITION AND DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as to this 5th day of May, 2010, by and between the REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, a public body, corporate and politic ("Agency") and the PLACENTIA PRESBYTERIAN CHURCH, A CALIFORNIA NON-PROFIT CORPORATION, dba HOMELESS INTERVENTION AND SHELTER HOUSE ("H.I.S. House").

1. SUBJECT OF AGREEMENT [§ 100]

A. Purpose of Agreement [§ 101]

The purpose of the Agreement is to effectuate the Redevelopment Plan ("Plan") for Redevelopment Agency of the City of Placentia Redevelopment Project Area ("Project Area"), by providing for the rehabilitation, maintenance and use of that certain real property located at 913 Bradford Avenue in the City of Placentia ("Property"). The rehabilitation, maintenance and use of the Property as a residence to provide safe, clean and adequate shelter to individuals and families overcoming economic and social issues associated with formerly being homeless pursuant to this Agreement and the fulfillment generally of the Agreement, are in the vital and best interests of Agency, the City of Placentia ("City"), the health, safety, morals and welfare of City's residents and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

B. The Redevelopment Plan [§ 102]

The Agreement is subject to the provisions of the Plan defined as the Redevelopment Plan of the Redevelopment Agency of the City of Placentia, originally adopted for the Project Area on July 19, 1983 by Ordinance No. 83-0-113, as amended by Amendment No. 1 adopted on June 26, 1990 by Ordinance No. 90-0-115, and as amended by Amendment No. 2 adopted on May 18, 2004 by Ordinance No. O-2004-03. The Redevelopment Plan is subject to the terms and provisions of the Implementation Plan for the Placentia Redevelopment Project Area 2010-2014, approved and adopted on December 1, 2009 by the Board of Directors of the Redevelopment Agency of the City of Placentia by Resolution No. RA-2009-15. The Plan, and the Implementation Plan are incorporated herein by this reference and made a part hereof as though fully set forth herein.

C. The Project Area [§ 103]

The Project Area is located within the boundaries of the City and is more particularly described in the Plan.

D. [Reserved] [§ 104]

E. The Property [§ 105]

The "Property" is generally described as that approximately 7,475 square foot parcel, which reflects the dedication of the first twenty (20) feet of the Property, representing 1,300 square feet, for widening and improvements to Bradford Avenue by the City, located at 913 Bradford Avenue, as depicted on Exhibit "A", attached hereto and made a part hereof, and is more particularly described on Exhibit "B" attached hereto and made a part hereof.

F. Parties to the Agreement [§ 106]

1. Agency [§ 107]

Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California (California Health & Safety Code § 33000, *et seq.*) The principal office of Agency is located at 401 E. Chapman Avenue, Placentia, CA 92870. As used in the Agreement, the term "Agency" includes any assignee of or successor to its rights, powers and responsibilities.

2. H.I.S. House [§ 108]

H.I.S. House warrants and represents that it is a non-profit corporation duly organized and existing under the laws of the State of California and that Allen Sypherd, its President, has the necessary authority to bind H.I.S. House to all of the rights and obligations of this Agreement. The principal office of H.I.S. House is: 849 N. Bradford Avenue, Placentia, CA 92870. Whenever the term "H.I.S. House" is used herein, such term shall include any permitted nominee or assignee as herein provided.

2. DISPOSITION OF THE PROPERTY [§ 200]

A. Sale and Purchase Price [§ 201]

In accordance with and subject to all the terms, covenants and conditions of the Agreement, AGENCY agrees to sell, and H.I.S. House agrees to purchase, the Property for One Hundred Five Thousand (\$105,000.00) Dollars ("Disposition Price"). Title to the Property shall be transferred to, and held by, the PLACENTIA PRESBYTERIAN CHURCH, A CALIFORNIA NON-PROFIT CORPORATION. H.I.S. House warrants and represents that H.I.S. House has not utilized a real estate broker for this transaction. The parties agree that AGENCY shall not be liable for the payment of a real estate commission based on the sale of the Property to H.I.S. House.

B. [Reserved] [§ 202]

C. Escrow [§ 203]

AGENCY and H.I.S. House agree to open an escrow ("Escrow") for the

Property with a title insurer or escrow agent selected by Agency ("Escrow Agent") by the times established therefor in the Schedule of Performance incorporated herein and attached to the Agreement as Exhibit "C". This Agreement constitutes the joint escrow instructions of Agency and H.I.S. House, and a duplicate original of the Agreement shall be delivered to the Escrow Agent upon the opening of the Escrow. AGENCY and H.I.S. House shall provide such additional escrow instructions as shall be necessary and consistent with the Agreement. The Escrow Agent hereby is empowered to act under the Agreement, and upon indicating its acceptance of the provisions of this § 203 in writing, delivered to AGENCY and to H.I.S. House within five (5) days after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

Prior to the closing of the Escrow, ("Closing"), H.I.S. House shall deposit the Disposition Price for the Property with the Escrow Agent in accordance with the provisions of § 214 below. The parties agree that the Closing is to occur, if at all, on or before July 1, 2010, unless another date is mutually agreed upon.

H.I.S. House shall also pay into the Escrow the following fees, charges and costs promptly after the Escrow Agent has notified H.I.S. House of the amount of such fees, charges and costs, but not later than three (3) days prior to the scheduled date for the Closing.

1. One-half of the escrow fee;
2. The portion of the premium for the title insurance policy to be paid by H.I.S. House as set forth in § 209.

AGENCY shall pay at the Closing the following:

3. Any State, County, or City Documentary Stamps;
4. Any Transfer Tax.

AGENCY shall timely and properly execute, acknowledge and deliver a grant deed conveying to H.I.S. House title to the Property in accordance with the requirements of § 205.

AGENCY shall pay into the Escrow the following fees, charges, and costs promptly after the Escrow Agent has notified AGENCY of the amount of such fees, charges, and costs, prior to the scheduled date for the Closing:

5. Costs necessary to place the title in the condition for conveyance required by the provisions of the Agreement;
6. One-half of the escrow fee;
7. Cost of drawing the grant deed;

8. Recording fees;
9. Notary fees;
10. The portion of the premium for the title insurance policy to be paid by AGENCY as set forth in § 209;
11. Real property or other ad valorem taxes, if any, upon the Property for any time prior to conveyance of title.

Upon delivery of a grant deed to the Escrow Agent by AGENCY pursuant to § 207, the Escrow Agent shall record such deed when title can be vested in H.I.S. House in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by applicable law, and pay any transfer tax required by law. Any insurance policies governing the Property are not to be transferred.

The Escrow Agent is authorized to:

12. Pay, and charge AGENCY and H.I.S. House respectively, for any fees, charges, and costs payable under this § 203. Before such payments are made, the Escrow Agent shall notify AGENCY and H.I.S. House of the fees, charges and costs necessary to remove from record any encumbrances, liens or other matters to which H.I.S. House reasonably has disapproved or objected pursuant to the provisions of § 206 hereof, and to close the Escrow;

13. Disburse funds and deliver the grant deed and other documents to the parties entitled thereto when the conditions of the Escrow have been fulfilled by AGENCY and H.I.S. House. The Disposition Price shall not be disbursed by the Escrow Agent unless and until it has recorded the deed thereto and has delivered to H.I.S. House a title insurance policy insuring title acceptable to H.I.S. House and H.I.S. House's lender, if any, and conforming to the requirements of § 209;

14. Record any instruments delivered through the Escrow if necessary or proper to vest title in H.I.S. House in accordance with the terms and provisions of this Agreement.

All funds received in the Escrow shall be deposited by the Escrow Agent with other Escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made on the basis of a 30-day month.

The Closing and the obligation of any party to purchase or sell property pursuant to the Agreement is conditioned upon:

15. The conditions precedent in § 201 having been satisfied;

16. The receipt by Agency of evidence that H.I.S. House has financing sufficient to enable it to finance the proposed improvements;

17. Agency having performed those obligations set forth in §§ 211, 212 and 213 and all of AGENCY's obligations which are to be performed prior to the Closing having been performed prior thereto and all of Agency's representations, covenants and warranties being true and correct both at the time of the Closing and as of the date hereof;

18. H.I.S. House's review and approval of a currently dated Preliminary Title Report for the Property prepared by Title Company selected by Agency ("Title Company") which shall not unreasonably be withheld, and the Title Company's issuance or commitment to issue an ALTA Extended Owner's Policy of Title Insurance in the amount of the Disposition Price as of the Closing;

If the Escrow is not in condition to close before the time for conveyance established in § 204, either party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate the Agreement and demand the return of its money, papers, or documents. Thereupon all obligations and liabilities of the parties under the Agreement shall cease and terminate. If neither Agency nor H.I.S. House shall have fully performed the acts to be performed before the time for conveyance established in § 204, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the (10) days period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Property until instructed by mutual agreement of the parties or upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Agency and H.I.S. House, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment to these escrow instructions shall be in writing and signed by both Agency and H.I.S. House. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to Agency or H.I.S. House shall be directed to the addresses and in the manner established in § 601 for notices, demands, and communications between Agency and H.I.S. House. Nothing in this § 203 shall be construed to impair or affect the rights or obligations of Agency or H.I.S. House to specific performance.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under §§ 203 to 209, both inclusive, of this Agreement.

Neither Agency nor H.I.S. House shall be liable for any real estate commissions or brokerage fees which may arise from this Agreement. Agency and H.I.S. House each represent that it has engaged no broker, agent, or finder in connection with this transaction. Should a claim for a real estate commission, brokerage fees, finder's fee or the like be made or asserted relative to the sale of the Property to H.I.S. House, then in that event, the party who purportedly retained such real estate sales person, broker or finder shall indemnify and hold the other party harmless from such claim, demand, expense or liability.

D. Conveyance of Title and Delivery of Possession [§ 204]

Subject to any mutually agreed upon extensions of time, which shall not be unreasonably withheld, conveyance to H.I.S. House of title to the Property (in accordance with the provisions of § 206) shall be completed on or prior to the dates specified in the Schedule of Performance. Agency and H.I.S. House agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession shall be delivered to H.I.S. House concurrently with the conveyance of title. H.I.S. House shall accept title and possession on the Closing Date.

E. Form of Deed [§ 205]

Agency shall convey to H.I.S. House fee simple title to the Property in the condition provided in § 206 herein of the Agreement by grant deed in the form attached hereto as Exhibit "E". The Title Company will insure the title herein, consistent with the terms of the Agreement.

F. Condition of Title [§ 206]

Prior to the Closing, in accordance with the Schedule of Performance herein, Title Company shall provide H.I.S. House with a preliminary title report and all underlying documents with respect to the Property. Within the time provided in said Schedule, H.I.S. House shall approve or disapprove the preliminary title report and in the event of a disapproval shall set forth such matters contained therein as are disapproved. Such approval shall not unreasonably be withheld by H.I.S. House.

AGENCY shall convey to H.I.S. House fee simple merchantable title to the Property free and clear of all recorded or unrecorded liens, encumbrances, assessments, leases and taxes except as are consistent with the Agreement and subject only to those exceptions or matters which are approved by H.I.S. House as provided herein.

G. Time for and Place of Delivery of Deed [§ 207]

Subject to any mutually agreed upon extension of time, Agency shall deposit the grant deed for the Property with the Escrow Agent on or before the date established for the conveyance of the Property in the Schedule of Performance.

H. Payment of the Disposition Price and Recordation of Deed [§ 208]

H.I.S. House shall deposit the Disposition Price with the Escrow Agent upon or prior to the date for conveyance of the Property, provided that the Escrow Agent shall have notified H.I.S. House in writing that the grant deed, properly executed and acknowledged by Agency, has been delivered to the Escrow Agent and that title is in condition to be conveyed in conformity with the provisions of § 206. The Escrow Agent shall deliver the Disposition Price (less Agency's share of Closing Costs and prorations) to Agency simultaneously with (i) the delivery to H.I.S. House of a title insurance policy (or commitment therefor) insuring title in conformity with § 209 and (ii) the recordation of the grant deed in the Office of the County Recorder for Orange County.

I. Title Insurance [§ 209]

Concurrently with the recordation of the grant deed conveying title to the Property, the Title Company shall provide and deliver to H.I.S. House an ALTA extended Owner's Policy of title insurance policy issued by the Title Company insuring that the title is vested in H.I.S. House in the condition required by § 206 of the Agreement. The title company shall provide Agency with a copy of the title insurance policy and the title insurance policy be in the amount of the Disposition Price.

Agency shall pay only for that portion of the title insurance premium attributable to the C.L.T.A. standard form policy of title insurance in the amount of the Disposition Price. H.I.S. House shall pay for all other premiums for title insurance coverage or special endorsements.

Concurrently with the recording of the grant deed conveying title to the Property, the Title Company shall, if requested by H.I.S. House, provide H.I.S. House with an endorsement to insure the amount of H.I.S. House's estimated construction costs of the improvements to be constructed upon the Property. H.I.S. House shall pay the entire premium for any such increase in coverage requested by it.

J. Taxes and Assessments [§ 210]

Real property and other ad valorem taxes and assessments, if any, on the Property and taxes upon the Agreement or any rights thereunder, levied, assessed, or imposed for any period commencing prior to conveyance of title shall be borne by Agency. All such taxes and assessments levied or imposed for any period commencing after the Closing shall be paid by H.I.S. House. These covenants survive the Closing and recordation of the grant deed.

K. Occupants of the Property [§ 211]

Except as otherwise may be provided in the "Scope of Development" incorporated herein and attached to this Agreement as Exhibit "D", the Property shall be conveyed free of any possession or right of possession except that of H.I.S. House and the easements of record.

L. Zoning of the Property [§ 212]

Agency warrants and agrees that the provisions of the Plan and all zoning laws, rules and regulations, including the City's General Plan, relative or applicable to the Property at the time of conveyance thereof shall permit the use, operation and maintenance of the improvements to be constructed. Agency also warrants that the uses of the Property contemplated by this DDA comply with the Redevelopment Plan.

M. Condition of the Property [§ 213]

Agency shall not be responsible for any item of Property work. Except as may otherwise be provided for herein, all portions of the Property shall be conveyed in an "as is" condition. It shall be the sole responsibility of H.I.S. House, at H.I.S. House's expense, to investigate and determine the soil conditions for the improvements to be constructed by H.I.S. House. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of H.I.S. House to take such action, as may be necessary to place the soil conditions of the Property in a condition entirely suitable for the development of the Property.

N. [Reserved] [§ 214]

O. Hazardous Materials. [§ 221]

1. Definitions. [§ 215]

For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Environmental Claims" shall mean any claims by third parties for personal injury (including sickness, disease or death), or for injury to property or natural resources or the environment, including, without limitation, lost profits, consequential damages, diminution of property value or loss of use of property, or for any violation or alleged violation of, or noncompliance with, the requirements of any Environmental Law.

(b) "Environmental Cleanup liability" shall mean any cost or expense incurred to investigate, monitor, remove, remediate, treat, clean up, abate or otherwise respond to any Release or threatened Release of Hazardous Materials, including, without limitation, the cost of obtaining Property closure from applicable governmental agencies and the cost of restoring the affected property upon completion of responsive action.

(c) "Environmental Compliance Costs" shall mean any cost or expense necessary to enable the affected property to comply with all applicable Environmental Laws.

(d) "Environmental Laws" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, as defined in this Agreement, or pertaining to occupational health or industrial hygiene or environmental conditions on the Land, as in effect on the date of the Agreement or as may at any later time be in effect, including without limitation, the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251, *et seq.*; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601, *et seq.*; the Clean Air Act ("CAA"), 42 U.S.C. § 7401, *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136, *et seq.*; the Safe Drinking Water Act ("SDWA"), 42 U.S.C. § 300f, *et seq.*; the Surface Mining Control and Reclamation Act ("SMCRA"), 30 U.S.C. § 1201, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, *et seq.*; the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, the Emergency Planning and Community Right to Know Act ("EPCRA"), 42 U.S.C. § 11001, *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, *et seq.*; the Occupational Safety and Health Act, as amended ("OSHA"), 29 U.S.C. §§ 655 and 657; the California Underground Storage of Hazardous Substances Act ("CUSHSA"), California Health & Safety Code § 25280, *et seq.*; the California Hazardous Substance Account Act ("CHSAA"), California Health & Safety Code § 25300, *et seq.*; the California Hazardous Waste Control Act ("CHWCA"), California Health & Safety Code § 25100, *et seq.*; the Hazardous Waste Disposal Land Use Law, California Health & Safety Code § 25220, *et seq.*; the Porter-Cologne Water Quality Act ("PCWQA"), California Water Code § 13000, *et seq.*; the Hazardous Materials Release Responses Plans and Inventory, California Health & Safety Code § 25500, *et seq.*; the Asbestos Notification Law California Health & Safety Code § 25915, *et seq.*; the California Occupational Safety and Health Act, California Labor Code § 6300, *et seq.*; Chapters 10 and 11, Division 4.5, Title 22, California Code of Regulations and the California Safe Drinking Water and Toxic Enforcement Act ("CSDWTEA"), California Health & Safety Code § 24249.5, *et seq.*, Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. § 5101, *et seq.*, together with any amendments thereto, regulations promulgated thereunder and any similar successor, new, or additional law, statute, ordinance or regulation thereafter in effect from the date of this Agreement.

(e) "Hazardous Materials" shall mean: (i) any hazardous, toxic or dangerous waste, substance or material defined or listed as such in (or for the purposes of) CERCLA, SARA, FWPCA, RCRA, CHSAA, CHWCA, CUSHSA, PCWQA, CSDWTEA or any of the other Environmental Laws, (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§ 261.20-261.24, inclusive, and those extremely hazardous substances listed under § 302 of SARA and toxic or hazardous chemical substances listed under OSHA, and (ii) any asbestos or asbestos containing substances whether or not the same are defined or listed as hazardous, toxic, dangerous waste, a

dangerous substance or dangerous material in any of the Environmental Laws, (iii) those substances listed in the United States Department of Transportation Table, CFR § 172.101, or by the Environmental Protection AGENCY (“EPA”), or any successor agency as hazardous substances, (iv) other substances, materials and wastes that are or become regulated or classified as hazardous or toxic under federal, state or local laws or regulations, or (v) any material, waste or substance that is (a) a petroleum or refined petroleum product, (b) asbestos, (c) polychlorinated biphenyl, (d) designated as a hazardous substance pursuant to 33 U.S.C. § 1321 or listed pursuant to 33 U.S.C. § 1317, (e) a flammable explosive, or (f) a radioactive material or (g) any pollutant, contaminant, hazardous or toxic substance, material or waste which is or becomes identified, listed or regulated as such under any Environmental Law by the United States Government, the State of California or any regional or local governmental authority having jurisdiction over the Property.

(f) “Release” shall mean the release, as defined in California Health and Safety Code §§ 25320 and 25321, of a Hazardous Material or Hazardous Materials.

2. H.I.S. House Indemnity. [§ 216]

Effective upon the close of Escrow, H.I.S. House agrees to indemnify, protect, defend, reimburse and hold Agency and its Board or members, officials, agents, employees and attorneys, harmless from and against any and all claims, actions, proceedings, lawsuits, orders, costs, liabilities, judgments, damages, fines, encumbrances, liens, penalties, punitive damages, losses and expenses (including without limitation all costs and expenses reasonably incurred to investigate and defend claims, whether or not such claim is ultimately defeated, and costs and expenses reasonably incurred for consultants, court fees, administrative fees, expert witness fees, and attorneys’ fees) of whatever kind or nature, contingent or otherwise, matured or not matured, foreseeable or unforeseeable, any of which are suffered or incurred by said indemnified parties, or assessed, levied or asserted by any person or entity (whether governmental or private) against said indemnified parties, after the close of Escrow and relating to the following:

Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs arising from the Release or threatened Release of Hazardous Materials in or into the soil or groundwater in, on, under or from the Property, as a result of the use, generation, discharge, storage, handling or disposal of Hazardous Materials at the Property, by H.I.S. House or H.I.S. House’s agents, employees, contractors or invitees after the close of Escrow.

3. AGENCY Indemnity. [§ 217]

Effective upon the close of Escrow and until the expiration of this Agreement, Agency agrees to indemnify, protect, defend, reimburse and hold H.I.S. House and its agents, employees, shareholders, partners, members, affiliates, successors and assigns, harmless from and against any and all claims, actions, proceedings, lawsuits, orders, costs, liabilities, judgments, damages, fines, encumbrances, liens, penalties, punitive damages, losses and expenses (including without limitation all costs and expenses reasonably incurred

to investigate and defend claims, whether or not such claim is ultimately defeated, and costs and expenses reasonably incurred for consultants, court fees, administrative fees, expert witness fees, and attorneys' fees) of whatever kind or nature, contingent or otherwise, matured or not matured, foreseeable or unforeseeable, any of which are suffered or incurred by any of said indemnified parties, or assessed, levied or asserted by any person or entity (whether governmental or private) against any of said indemnified parties, after the close of Escrow and relating to the following:

Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs arising from the Release or threatened Release of Hazardous Materials in or into the soil or groundwater in, on, under or from the Property as a result of the use, generation, discharge, storage, handling or disposal of Hazardous Materials at the Property prior to the close of Escrow.

4. Waiver of California Civil Code § 850, et seq. [§ 218]

Pursuant to California Civil Code §§ 851(g), 853(f) and other applicable law, the parties hereby acknowledge and agree that the terms, provisions and requirements of the Environmental Responsibility Acceptance Act (California Civil Code § 850, et seq.) shall have no application with respect to any Environmental Claims, Environmental Cleanup Liability and Environmental Cleanup Costs of the parties as to each other and related to the Property.

P. Indemnity [§ 219]

Except as provided in Section 2., O., above, H.I.S. House shall defend, indemnify, assume all responsibility for and hold AGENCY and the City, and their respective elected and appointed officers, employees and agents harmless from all costs (including attorneys fees and costs), claims, demands or liabilities judgments for injury or damage to property and injuries to persons, including death, which may be caused by any of H.I.S. House's activities under this Agreement, whether such activities or performance thereof be by H.I.S. House or anyone directly or indirectly employed or contracted with by H.I.S. House and whether such damage shall accrue or be discovered before or after termination of this Agreement.

3. DEVELOPMENT OF THE PROPERTY [§ 300]

A. Development of the Property by H.I.S. House [§ 301]

1. Scope of Development [§ 302]

The Property shall be developed within the limitations established in the Scope of Development.

2. Time for Completion and Penalty for Failure to Complete [§ 303]

H.I.S. House covenants and agrees that it will construct and complete Improvements on the Property within twelve (12) months from the date on which title to the Property is conveyed to H.I.S. House. In the event H.I.S. House fails to complete the Improvements in the time required hereunder, H.I.S. House shall be liable to Agency, as a penalty, in the sum of Five Thousand (\$5,000.00) Dollars.

3. Construction Plans Drawings and Related Documents [§ 304]

H.I.S. House shall prepare and submit all construction drawings and related documents to Agency for architectural review prior to H.I.S. House obtaining any building permits for the Property ("Architectural Review" hereinafter).

If H.I.S. House desires to make any substantial change in the construction plans after their approval by Agency, H.I.S. House shall submit the proposed change, to Agency for its approval. If the construction plans, as modified by the proposed change, conform to the requirements of Section 304 of the Agreement and the Scope of Development Agency shall approve the proposed change and the notify H.I.S. House in writing within thirty (30) days after submission to Agency. Such change in the construction plans shall be deemed approved by Agency unless rejected, in whole or in part, by written notice thereof by Agency to H.I.S. House setting forth in detail the reasons therefor, and such rejection shall be made within the said thirty (30) day period.

During the preparation of all drawings and plans, Agency and H.I.S. House shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by Agency. Agency and H.I.S. House shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to Agency can receive prompt and speedy consideration.

4. Cost of Construction [§ 305]

The cost of developing the Property and constructing all improvements thereon shall be borne by H.I.S. House.

5. Schedule of Performance [§ 306]

After the conveyance of title to the Property subject to the provisions specified in the Schedule of Performance or such reasonable extension of said dates as may be granted by Agency pursuant to § 604 or as may be mutually agreed upon in writing between H.I.S. House and Agency, H.I.S. House shall promptly begin and thereafter diligently prosecute to completion the construction of the improvements and the development of the Property. H.I.S. House shall begin and complete all construction and development within the times specified in the Schedule of Performance or such reasonable extension of said dates as may be granted by Agency. The Schedule of Performance is subject to revisions from time-

to-time as mutually agreed upon in writing between H.I.S. House and Agency.

During the period of construction, H.I.S. House shall submit to Agency a written report of the progress of the construction when and as reasonably requested by Agency. The report shall be in such form and detail as may reasonably be required by Agency and shall include a reasonable number of construction photographs taken since the last report by H.I.S. House.

6. Bodily Injury and Property Damage Insurance [§ 307]

H.I.S. House shall furnish or cause to be furnished to Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million (\$1,000,000.00) Dollars for any one person or for any occurrence and Three Hundred Thousand (\$300,000.00) Dollars for property damage, naming Agency and City, and their respective elected and appointed officials, officers and employees as additional insureds. The obligations set forth in this Section shall remain in effect only until the final Certificate of Completion has been furnished as hereinafter provided.

7. City and Other Governmental Agency Permits [§ 308]

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Property, H.I.S. House shall at its own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work to be undertaken by H.I.S. House. Agency shall provide all proper assistance to H.I.S. House in securing such permits.

8. Rights of Access [§ 309]

Representatives of Agency and City shall have the reasonable right of access to the Property without charges or fees, at normal construction hours during the period of construction for the purposes of the Agreement, including but not limited to the inspection of the work being performed in constructing the improvements. Such representatives of Agency or City shall be those who are so identified in writing by the Executive Director. Agency agrees to indemnify, defend and hold H.I.S. House harmless from any and all losses, damages, liabilities and expenses resulting from exercise of such right of access except those resulting from the negligence or misconduct of H.I.S. House.

9. Local State and Federal Laws [§ 310]

H.I.S. House shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

10. Anti-discrimination During Construction [§ 311]

H.I.S. House for itself and its successors and assigns, agrees that in the

construction of the improvements provided for in the Agreement, H.I.S. House will not discriminate against any employee or applicant for employment because of race, color, religion, marital status, sex, national origin or ancestry.

B. Responsibilities of Agency [§ 312]

Agency, without expense to H.I.S. House or assessment or claim against the Property, shall perform any work specified in the Scope of Development or as outlined in Exhibit "D", for Agency to perform within the time specified in the Schedule of Performance.

C. Taxes Assessments, Encumbrances and Liens [§ 313]

H.I.S. House shall pay when due all real estate taxes and assessments assessed and levied on the Property to the extent the same are attributable to any period subsequent to conveyance of title. Prior to the issuance of the Certificate of Completion, H.I.S. House shall not place or allow to be placed on the Property any mortgage, trust deed, encumbrance or lien not authorized by this Agreement. H.I.S. House shall remove or have removed any levy upon or attachment made on the Property, or assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereof to Agency pursuant to §§ 513 or 514. Nothing herein contained shall be deemed to prohibit H.I.S. House from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to H.I.S. House in respect thereto.

D. Prohibition Against Transfer of the Property, the Buildings or Structures and Assignment of Agreement [§ 314]

Prior to recordation by Agency of a Certificate of Completion of construction as provided hereinafter, H.I.S. House shall not, except as permitted by the Agreement, sell, transfer, convey, assign or lease the whole or any part of the Property or the buildings or structures on the Property without the prior written approval of Agency. This prohibition shall not apply subsequent to the recordation of the Certificate of Completion with respect to the improvements upon the Property.

In the absence of specific written agreements by Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve H.I.S. House or any other party from any obligations under this Agreement until completion of development is evidenced by a Certificate of Completion.

Agency hereby expressly allows H.I.S. House to sell, transfer, convey or assign in whole or in part the Property, the buildings or improvements thereon, and/or the Agreement, providing no event of default has occurred and remains uncured, without the prior written approval of Agency to any corporation, partnership or other entity in which H.I.S. House is the controlling and/or majority shareholder or partner and in which H.I.S. House has an active management role. A controlling interest shall mean the retention by H.I.S. House of at least 51% of the voting control of the entity.

E. Security Financing of Holders [§ 315]

1. No Encumbrances Except Mortgages, Deeds of Trust, Sales and Leases-Back or Other Financing for Development [§ 316]

Notwithstanding § 314, mortgages, deeds of trust, sales and leases-back, collateral assignments of rents or profits or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion of the construction of the improvements, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Property, the construction or installation of improvements or equipment or fixtures on the Property and any other expenditures necessary and appropriate to develop the Property under the Agreement. H.I.S. House shall notify Agency in advance of any mortgage, deed of trust, sale and lease-back or other form of conveyance for financing if H.I.S. House proposes to enter into the same before issuance of a Certificate of Completion of the construction of the improvements on the Property. H.I.S. House shall not enter into any such conveyance for financing without the proper written approval of Agency which approval Agency agrees to give if any such conveyance is given to a responsible financial or lending institution or other acceptable person or entity. Such lender shall be deemed approved unless rejected in writing by Agency within ten (10) days after notice thereof to Agency by H.I.S. House. In any event, H.I.S. House shall promptly notify Agency of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Property whether by voluntary act of H.I.S. House or otherwise. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development. The obligations and covenants of H.I.S. House set forth in this § 316 shall terminate upon issuance of a Certificate of Completion.

2. Holder Not Obligated to Construct Improvements [§ 317]

The holder of any mortgage, deed of trust or other security interest authorized by the Agreement shall in no way be obligated by the provisions of the Agreement to construct or complete the improvements or to guarantee such construction or completions; provided; however, that nothing in the Agreement shall be deemed to construe, permit, or authorize any such holder to devote the Property to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by the Agreement.

3. Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure [§ 318]

Whenever Agency shall deliver any notice or demand to H.I.S. House with respect to any breach or default by H.I.S. House in completion of construction of the improvements, Agency shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by the Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of Agency are concerned)

have the right at its option within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interests provided if such holder has commenced an action, either by private right of sale or to judicially foreclose, it shall have an additional thirty (30) day period within which to cure the default. Nothing contained in the Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed H.I.S. House's obligations to Agency by written agreement reasonably satisfactory to Agency and holder. The holder in that event must agree to complete, in the manner provided in the Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to Agency that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvements shall be entitled, upon written request made to Agency, to a Certificate of Completion from Agency.

4. Failure of Holder to Complete Improvements [§ 319]

In any cases where, six (6) months after default by H.I.S. House in completion of construction of improvements under the Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with construction despite receipt of demand from Agency to do so, Agency may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest and the costs of reconveyance of the deed of trust or security instrument. If the ownership of the Property has vested in the holder, Agency, if it so desires, shall be entitled to a conveyance from the holder to Agency upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) All expenses with respect to foreclosure;
- (c) The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property;
- (d) The costs of any improvements made by such holder; and
- (e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust and such debt had continued in existence to the date of payment by Agency.

5. Right of AGENCY to Cure Mortgage, Deed of Trust or Other Security Interest Default [§ 320]

In the event there exists a default or breach by H.I.S. House of a mortgage, deed of trust or other security instruments with respect to the Property prior to the completion of development and all applicable cure periods under the loan documents have lapsed and there exists a recorded Notice of Default, and the holder has not exercised its option to complete the development, Agency may cure the default, prior to completion of any foreclosure. In such event, Agency shall be entitled to reimbursement from H.I.S. House of all costs and expenses incurred by Agency in curing the default. Agency shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security instruments executed for the sole purpose of obtaining funds to purchase and develop the Property as authorized herein.

F. Right of Agency to Satisfy Other Liens on the Property After Title Passes [§ 321]

After conveyance of title by Agency to H.I.S. House and prior to the recordation of a Certificate of Completion for construction and development, and after H.I.S. House has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property, Agency shall have the right at its risk to satisfy any such liens or encumbrances, provided, however, that nothing in the Agreement shall require H.I.S. House to pay or make provision for the payment of any tax, assessment, lien or charge so long as H.I.S. House in good faith shall contest the validity or amount thereof and post a bond therefor.

G. Certificate of Completion [§ 322]

Promptly after completion of all construction and development to be completed by H.I.S. House upon the Property, Agency shall furnish H.I.S. House with a Certificate of Completion upon written request therefor by H.I.S. House. Agency shall not unreasonably withhold any such Certificate of Completion. Such Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by the Agreement upon the Property, and of full compliance with the terms hereof. Agency may also furnish H.I.S. House with a Certificate of Completion for portions of the improvements upon the Property as they are properly completed and ready to use if H.I.S. House is not in default under the Agreement. Further, if applicable, H.I.S. House shall be entitled to receive, and Agency shall cooperate in providing to H.I.S. House and/or any lender, an estoppel certificate certifying that H.I.S. House is not in default under the Agreement (or, if it is, to the extent such default exists) and otherwise specifying such material information as H.I.S. House may reasonably request. After issuance of such Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest therein shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under the Agreement, except that such party shall be bound by any covenants contained in the grant deed, lease, mortgage, deed of trust, contract or other instrument of transfer in accordance with the provisions of §§ 400-403 of this Agreement, and by the provisions of § 205 and this Agreement shall thereafter be deemed satisfied and terminated.

A Certificate of Completion of construction for the entire improvement and development of the Property shall be in such form as to permit it to be recorded in the Recorder's Office of the County of Orange. Certificates of Completion of construction for less than the complete improvement and development of the Property shall not be recorded.

If Agency refuses or fails to furnish a Certificate of Completion for the Property after written request from H.I.S. House, Agency shall, within thirty (30) days of the written request, provide H.I.S. House with a written statement of the reasons Agency refused or failed to furnish a Certificate of Completion. The statement shall also contain Agency's opinion of the action H.I.S. House must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items of materials for landscaping or fine arts, Agency will issue its Certificate of Completion upon the posting of cash, letter of credit, certificate of deposit or a bond by H.I.S. House with Agency in an amount representing a fair value of the work not yet completed. If Agency shall have failed to provide such written statement within said 30-day period, H.I.S. House shall be deemed entitled to the Certificate of Completion and Agency shall provide the same to H.I.S. House upon demand.

Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of H.I.S. House to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not a notice of completion as referred to in California Civil Code § 3093.

4. USE OF THE PROPERTY [§ 400]

A. Use of Property [§ 401]

H.I.S. House shall utilize the Property as a residential facility to provide safe, clean and adequate shelter to individuals and families overcoming economic and social issues associated with formerly being homeless.

B. Obligation to Refrain From Discrimination [§ 402]

H.I.S. House covenant by and for itself, and any successor(s) in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, race, color, creed national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall H.I.S. House 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 of the Property. The foregoing covenants shall run with the land.

C. Form of Nondiscrimination and Nonsegregation Clauses [§ 403]

H.I.S. House shall refrain from restricting the rental, sale or lease of the Property on the basis of sex, race, color, creed, ancestry or national origin of any person. All

such deeds, leases or contracts for the use of the Property shall contain or be subject to substantially the following nondiscrimination clauses:

1. In deeds: “(1). 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 any basis listed in subdivision (a) or (d) of § 12955 of the Government Code, as those bases are defined in §§ 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of § 12955, and § 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. The foregoing covenants shall run with the land. (2) Notwithstanding paragraph (1), with respect to familial status, paragraph 1 shall not be construed to apply to housing for older persons, as defined in § 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect §§ 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of § 51 and § 1360 of the Civil Code and subdivisions (n), (o), and (p) of § 12955 of the Government Code shall apply to paragraph (1).”

2. In leases: “(1). 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:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of § 12955 of the Government Code, as those bases are defined in §§ 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of § 12955, and § 12955.2 of the Government Code, 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.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in § 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect §§ 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of § 51 and § 1360 of the Civil Code and subdivisions (n), (o), and (p) of § 12955 of the Government Code shall apply to paragraph (1).”

3. In contracts: The foregoing provisions in substantially the forms set forth shall be included and the contracts shall further provide that the foregoing

provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

D. Effect and Duration of Covenants [§ 404]

Except as otherwise provided herein, the covenants contained in § 403 as shown and the deeds shall be binding upon H.I.S. House and its successors and assigns until the expiration of the Redevelopment Plan or the Project Area. The covenants against discrimination shall remain in perpetuity.

5. DEFAULTS, REMEDIES AND TERMINATION [§ 500]

A. Defaults – General [§ 501]

Subject to the extensions of time set forth in § 604 of this Agreement, failure or delay by any party to perform any term or provision of the Agreement within thirty (30) days after receipt of written notice constitutes a “default” under this Agreement. The party who so fails or delays must promptly following notice given pursuant to § 601 commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, and except as otherwise expressly provided in §§ 507 and 508 of this Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after defaulting party has received such notice and only if said party in default has not commenced to cure the default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. Legal Action [§ 502]

1. Institution of Legal Actions [§ 503]

In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of the Agreement. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California or in the Federal District Court for the Central District of California.

2. Applicable Law [§ 504]

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. **Acceptance of Service of Process [§ 505]**

In the event that any legal action is commenced by H.I.S. House against Agency, service of process on Agency shall be made by personal service upon the Secretary of Agency, or in such other manner as may be provided by law.

In the event that any legal action is commenced by Agency against H.I.S. House service of process shall be to H.I.S. House and such service on H.I.S. House shall be made by personal service upon H.I.S. House or a corporate officer of H.I.S. House or in such other manner as may be provided by law, whether made within or without the State of California.

C. Rights and Remedies are Cumulative [§ 506]

Except as otherwise expressly stated in the Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times of any other rights or remedies for the same default or any other default by the other party(s).

D. Damages [§ 507]

If H.I.S. House or Agency defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

E. Specific Performance [§ 508]

If H.I.S. House or Agency defaults under any of the provisions of the Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured by the defaulting party within thirty (30) days of service of the notice of default, at its option, the non-defaulting party may institute an action for specific performance to require compliance with the terms of the Agreement.

F. Attorney Fees [§ 509]

In the event legal proceedings are commenced to enforce any of the provisions of the Agreement the prevailing party shall be entitled to recover, in addition to damages, reasonable attorney fees and costs incurred in connection therewith.

G. Remedies and Rights of Termination Prior to Conveyance [§ 510]

1. Termination by H.I.S. House [§ 511]

In the event that:

(a) Agency does not tender conveyance of title to the Property, or possession thereof, in the manner and condition, and by the dates provided in the

Agreement, and any such failure is not cured within thirty (30) days after written demand by H.I.S. House; or

(b) Any conditions precedent in § 203 are not timely satisfied or waived;

then the Agreement shall, at the option of H.I.S. House, be terminated by written notice thereof to Agency and neither Agency nor H.I.S. House shall have any further rights against or liability to the other under the Agreement.

2. Termination by Agency [§ 512]

In the event that:

(a) H.I.S. House (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein, or in the Property in contravention to the Agreement; or

(b) There is any change in the ownership or identity of H.I.S. House, or the parties in control of H.I.S. House, or any assignment not permitted or contemplated by the terms of the Agreement; or

(c) H.I.S. House at the Closing does not (1) pay the balance of Disposition Price; and (2) take title to the Property under tender of conveyance by Agency pursuant to the Agreement; and

(d) If any default or failure referred to in subsection (c) of this § 512 is not cured within thirty (30) days after the date of written notice by Agency;

then this Agreement, and any rights of H.I.S. House or any assignee or transferee in the Agreement, pertaining thereto or arising therefrom, with respect to Agency shall, at the option of Agency, be terminated by Agency, and neither H.I.S. House (or assignee or transferee) nor Agency shall have any further rights against or liability to the other under this Agreement.

H. Option to Repurchase Reenter and Repossess [§ 513]

In the event of a default by H.I.S. House and lapse of all applicable cure periods, Agency shall have the additional right at its option to repurchase, reenter and take possession of the Property with all improvements thereon if after conveyance of title and prior to the recordation of the Certificate of Completion, H.I.S. House (or its successors in interest) shall:

1. Fail to proceed with the construction of the improvements as required by the Agreement for a period of three months after written notice thereof from Agency except as excused by Section 604; or

2. Abandon or substantially suspend construction of the improvements for a period of three consecutive months after written notice of such abandonment or suspension from Agency except as excused by Section 604; or

3. Transfer, or suffer any involuntary transfer of the Property, or any part thereof, in violation of the Agreement.

4. Such right to repurchase, reenter and repossess, to the extent provided in the Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

1. Any mortgage, deed of trust or other security instrument permitted by the Agreement;

2. Any rights or interests provided in the Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

To exercise its right to repurchase, reenter and take possession, Agency shall pay to H.I.S. House (or its successors in interest) in cash an amount equal to:

1. The Disposition Price paid to Agency for the Property; plus

2. The costs incurred for on-Property labor and materials for the construction of the improvements existing on the Property at the time of the repurchase, reentry, and repossession; less

3. Any gains or income withdrawn or made by H.I.S. House (or its successor in interest) from the Property or the improvements thereon.

6. GENERAL PROVISIONS [§ 600]

A. Notices, Demands and Communications Between the Parties [§ 601]

Formal notices, demands and communications between Agency and H.I.S. House shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the following address of Agency and H.I.S. House:

AGENCY: Redevelopment Agency of the City of Placentia
401 E. Chapman Avenue,
Placentia, CA 92870
Attn: Executive Director

H.I.S. House Placentia Presbyterian Church
849 N. Bradford Avenue,
Placentia, CA 92870
Attn: Allen Sypherd, President

Such written notices, demands and communications may be sent in the same manner to such

other addresses as either party may from time-to-time designate by mail as provided in this § 601.

B. Conflict of Interests [§ 602]

No member, official or employee of Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

H.I.S. House warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining the Agreement.

C. Nonliability of AGENCY Officials and Employees [§ 603]

No member, official, employee or agent of Agency shall be personally liable to H.I.S. House, or successor in interest, in the event of any default or breach by Agency or for any amount which may become due to H.I.S. House or successor or on any obligations under the terms of this Agreement.

D. Enforced Delay; Extension of Times of Performance [§ 604]

In addition to specific provisions of the Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; inclement or severe weather; acts or failures to act of any public or governmental agency or entity (other than that acts or failures to act of Agency shall not excuse performance by Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If however, notice by the party claiming such extensions is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under the Agreement may also be extended in writing by the joint approval of Agency and H.I.S. House. Agency'

E. Inspection of Books and Records [§ 605]

Agency has the right, upon not less than seventy-two (72) hours notice, at all reasonable times to inspect the books and records of H.I.S. House pertaining to the Property as pertinent to the purpose of the Agreement. H.I.S. House also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times to inspect the books and records of Agency pertaining to the Property as pertinent to the purposes of the Agreement.

7. SPECIAL PROVISIONS [§ 700]

A. Amendments to Agreement [§ 701]

H.I.S. House and Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by lending institutions, or AGENCY's bond counsel or financial consultants provided said requests are consistent with the Agreement and would not substantially alter the basic terms included herein.

B. Additional Provisions [§ 702]

1. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, if any, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

2. The parties are sophisticated buyers and sellers of real property and have participated in the drafting of this Agreement.

3. The use of the term "day" in this Agreement shall mean calendar days unless otherwise provided in the Agreement.

4. The article and section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

8. TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY [§ 800]

The Agreement, when executed by H.I.S. House and delivered to Agency, must be authorized, executed and delivered by Agency within five (5) days after the date of the signature by H.I.S. House or the Agreement shall be void, except to the extent that H.I.S. House shall consent in writing to further extensions of time for the authorization, execution and delivery of the Agreement. The effective date of the Agreement shall be the date when the Agreement has been signed by Agency.

IN WITNESS WHEREOF, the parties hereof have executed the Agreement as of the dates first set forth in this Agreement.

[ALL SIGNATURES APPEAR ON PAGE 26]

Dated: May ____, 2010

PLACENTIA PRESBYTERIAN CHURCH, A
CALIFORNIA NON-PROFIT CORPORATION, dba
HOMELESS INTERVENTION AND SHELTER
HOUSE

By: _____
Allen Sypherd, President

Dated: May ____, 2010

By: _____

Its: _____

REDEVELOPMENT AGENCY OF
THE CITY OF PLACENTIA

Dated: May ____, 2010

By: _____
Joseph V. Aguirre, Chairman

ATTEST:

Dated: May ____, 2010

By: _____
Patrick J. Melia, Secretary

APPROVED AS TO FORM:

Andrew V. Arczynski,
General Counsel
Redevelopment Agency of
the City of Placentia



Placentia Redevelopment Agency

AGENDA REPORT

TO: AGENCY BOARD

VIA: EXECUTIVE DIRECTOR

FROM: GENERAL COUNSEL

DATE: MAY 5, 2010

SUBJECT: RESOLUTION ADOPTING DESIGN-BUILD
GUIDELINES BY REFERENCE

FINANCIAL
IMPACT: \$0

INTRODUCTION:

The City Council of the City of Placentia has heretofore adopted its Ordinance No. O-2010-05, adding a new Chapter 1.18 to the Placentia Municipal Code, establishing policies and procedures for design-build contracting. The provisions of Chapter 1.18 will provide a useful tool for the Redevelopment Agency to utilize design-build contracting such processes will reduce project cost, expedite project completion, or provide unique design features.

RECOMMENDATION:

It is recommended that the Board of Directors consider adopting Resolution No. RA-2010-02 which is entitled:

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA ADOPTING, BY REFERENCE, POLICIES AND PROCEDURES REGARDING DESIGN-BUILD CONTRACTS

DISCUSSION:

The City Council recently adopted Ordinance No. O-2010-05 which establishes a design-build procedure, which may take advantage of economies in public works projects. There are circumstances where utilizing a design-build approach provides for a superior final project and often results in substantial savings in time and money. Design-build projects can more effectively coordinate the various professionals and trades involved in the design and construction of public projects and, when properly vetted prior to award of a final contract, ensure that the team with which the Agency contracts has the background, experience and financial wherewithal to cause the project to be completed in a timely fashion. Chapter 1.18, as recommended for adoption by reference, requires that any project proposed to utilize the design-build process be first presented to the Board of Directors for preliminary approval and requires staff to provide information regarding the proposed project as well as the criteria for selection.

Agenda Item: **RA 5.**
Meeting Date: **May 4, 2010**

REDEVELOPMENT AGENCY BOARD OF DIRECTORS

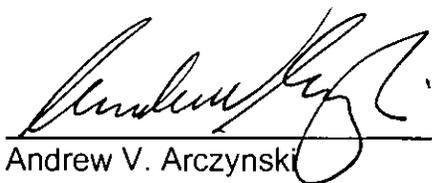
May 5, 2010

PAGE 2

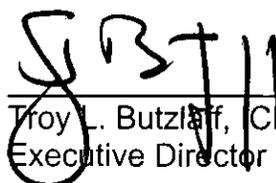
In order to take advantage of design-build processes, it is believed the proposed resolution will provide appropriate direction in the preparation, review and ultimate award of such project contracts. While the proposed resolution will allow use of procedures other than standard bidding processes, it is believed that the provisions of Chapter 1.18 set forth an objective, systematic approach to such construction projects.

Submitted by:

Reviewed and approved:



Andrew V. Arczynski
General Counsel



Troy L. Butzlaff, CMA-CM
Executive Director

Attachments:

Resolution RA-2010-02

RESOLUTION NO. RA-2010-02

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA ADOPTING, BY REFERENCE, POLICIES AND PROCEDURES REGARDING DESIGN-BUILD CONTRACTS

A. Recitals.

(i) The City Council of the City of Placentia has adopted Ordinance No. 0-2010-05 adding Chapter 1.18 to the Placentia Municipal Code pertaining to design-build contracts.

(ii) The Board of Directors of the Redevelopment Agency of the City of Placentia desires to adopt, by reference, the policies and procedures established by Ordinance No. 0-2010- in order to effect reduced project costs, expedite project completion, or provide unique design features for Agency projects.

(iii) 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 FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

2. Immediately upon the effective date of City of Placentia Ordinance No. 0-2010-05, the provisions of Chapter 1.18 of the Placentia Municipal Code ("Chapter 1.18") shall be, and hereby are, adopted and approved as the design-build guidelines for the Redevelopment Agency of the City of Placentia ("Agency").

3. Wherever in said Chapter 1.18 the term "director" is utilized, the same shall mean the person(s) designated by the Executive Director of the Agency fixed with the responsibility to carry out the provisions of Chapter 1.18 on behalf of the Agency.

4. Wherever in said Chapter 1.18 the term "City" is utilized, the same shall mean the Agency.

5. Wherever in said Chapter 1.18 the term "City Administrator" is utilized, the same shall mean the Executive Director of the Agency.

6. Wherever in said Chapter 1.18 the term "City Council" is utilized, the same shall mean the Board of Directors of the Agency.

7. The Board of Directors declares that, should any provision, section, paragraph, sentence or word of Ordinance No. O2010-05, as adopted by reference hereby, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of Ordinance No. O-2010-05, as adopted by reference hereby, shall remain in full force and effect.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2010.

JOSEPH V. AGUIRRE, CHAIRMAN

ATTEST:

PATRICK J. MELIA, SECRETARY

I, Patrick J. Melia, Secretary to the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Board of Directors of the Redevelopment Agency of the City of Placentia, held on the ___ day of _____, 2010, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

PATRICK J. MELIA,
SECRETARY

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
GENERAL COUNSEL
REDEVELOPMENT AGENCY OF
THE CITY OF PLACENTIA



Placentia Redevelopment Agency

AGENDA REPORT

TO: AGENCY BOARD

VIA: EXECUTIVE DIRECTOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: MAY 4, 2010

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING PAYMENT OF 2009-10 SUPPLEMENTAL EDUCATION REVENUE AUGMENTATION FUND (SERAF) TO THE STATE OF CALIFORNIA

FINANCIAL
IMPACT: EXPENSE: \$842,936

INTRODUCTION:

Assembly Bill 26 4x, adopted by the State Legislature as part of the 2009-10 Budget, requires the Redevelopment Agency of the City of Placentia (Agency) to make a payment to the Supplemental Educational Revenue Augmentation Fund (SERAF) on or before May 10, 2010. Assembly Bill 26 4x and Senate Bill 68 provides that an agency may borrow certain amounts from its low-and-moderate income housing fund (Housing Fund) to make this payment. This action adopts a resolution making findings providing for the required payment and loan from the Low and Moderate Income Housing Fund.

RECOMMENDATION:

It is recommended that the Agency Board adopt Resolution No. RA-2010-___ "RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA MAKING CERTAIN FINDINGS WITH RESPECT TO THE 2009-10 PAYMENT TO THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO."

DISCUSSION:

As part of the State's attempt to reduce the 2009-10 State budget deficit, the legislature adopted Assembly Bill 26 4x (AB 26), which included a property tax shift from redevelopment agencies for fiscal year 2009-10 and 2010-11. Among other things, AB 26 added Sections 33690 and 33690.5 to the Health and Safety Code of the State of California (Law), which requires redevelopment agencies to shift \$1.7 billion and \$350 million in property tax increment revenues to K-12 schools and community colleges during the fiscal years 2009-10 and 2010-11, respectively. The effect of this transfer is to increase local school district revenue and thereby reduce the financial support from the State. The Law requires redevelopment agencies to make the payment relating to fiscal year 2009-10 by May 10, 2010, to the county SERAF. If the Agency does not remit the full amount or fails to arrange for full payment, the Agency would be prohibited from adding new project areas or expanding existing project areas, from issuing new bonds, notes, or other obligations, as specified, and from encumbering any funds or expending any money for new projects or contracts derived from any source except as specified.

The California Redevelopment Association (CRA) and several cities have filed a lawsuit against the State, alleging that the budget legislation demanding the SERAF payment violated several provisions of the State Constitution. In order to recognize that the payments are being challenged in court, CRA recommends that language stating such be included in the formal SERAF transmittal to the County. The Agency has been informed that the Superior Court judge presiding in the case will make a final

Agenda Item: **RA 6.**

Meeting Date: **May 4, 2010**

2009-2010 SERAF RESOLUTION

May 4, 2010

PAGE 2

determination on April 30, 2010. As this date falls after the posting of the Agency's agenda, Agency staff will advise the Board of Directors at the meeting regarding the Court's decision so appropriate action may be taken.

The payment required to be made by the Agency to the Orange County Educational Revenue Augmentation Fund is \$846,936 for fiscal year 2009-10 and \$173,378 for fiscal year 2010-11.

Section 33690(c)(1) of the Law provides that, to make the full allocation required by Section 33690, an agency may borrow from either the amount required to be allocated to the Low and Moderate Income Housing Fund, pursuant to Sections 33334.2, 33334.3, and 33334.6, or any moneys in that fund, or both, unless executed contracts exist that would be impaired if the agency reduced the amount allocated to the Low and Moderate Income Housing Fund. If the resolution is approved, the Agency will be authorized to borrow the funds necessary to make the SERAF payment from the Housing Fund. As a condition of borrowing from the Housing Fund, the Agency must make a finding that there are insufficient other moneys to meet the SERAF requirements. If the resolution is approved, funds borrowed pursuant are required to be repaid in full on or before June 30, 2015 with respect to the borrowing related to the fiscal year 2009-10 SERAF payment and before June 30, 2016 with respect to the borrowing related to the fiscal year 2010-11 SERAF payment.

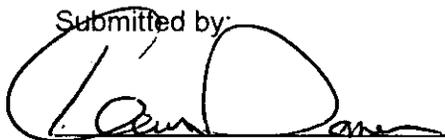
The Agency finds that the loan is necessary to meet the Agency's obligation to pay the 2009-10 SERAF. Agency funds in the Debt Service and Capital Improvement Funds have been earmarked for existing bonded debt obligations, acquisition of the parking sites to serve the downtown and the Metrolink station and repayment of the City Loan as described below.

The Agency's 2009-10 projected tax increment revenue is approximately \$2.47 million. However, the Agency's 2009-10 financial commitments, excluding the SERAF payment, total \$3.37 million and will result in a drawdown of Debt Service Fund fund balances by year end.

Further, all of the projected June 30, 2010 Capital Project Fund fund balance is reserved for additional parking site acquisitions to serve the Metrolink station and downtown business area.

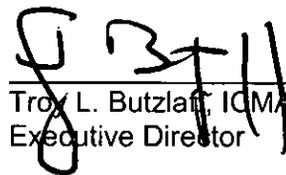
Therefore there are no unreserved or undesignated funds available to the Agency to pay the SERAF payment by May 10, 2010, and a loan from the Low and Moderate Income Housing Fund is required.

Submitted by:



Kenneth A. Domer
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
Executive Director

Reviewed by:



Karen Ogawa
Director of Finance

Attachment: SERAF Resolution RA-2010-_____

RESOLUTION NO. RA-2010-_____

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA MAKING CERTAIN FINDINGS WITH RESPECT TO THE 2009-10 PAYMENT TO THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND AND OTHER MATTERS PROPERLY RELATING THERETO

A. Recitals.

(i) Assembly Bill 26 4x, adopted by the California Legislature in July 2009, added § 33690 to the California Health and Safety Code ("Law") and § 33690 was subsequently amended by Senate Bill 68.

(ii) Section 33690(a)(1)(A) of the Law requires redevelopment agencies to make a payment, on or before May 10, 2010, to the county Supplemental Educational Revenue Augmentation Fund ("SERAF").

(iii) The amount required by § 33690 of the Law to be paid by the Redevelopment Agency of the City of Placentia ("Agency") is \$846,936.

(iv) Pursuant to § 33690(c)(1), an agency may borrow from either the amount required to be allocated by the agency for the current fiscal year to the Low and Moderate Income Housing Fund pursuant to § § 33334.2, 33334.3, and 33334.6, or any moneys presently contained in that fund, or both, unless executed contracts exist that would be impaired if the agency reduced the amount allocated to the Low and Moderate Income Housing Fund, if the agency finds that there are insufficient funds to meet the SERAF obligation

(v) Moneys in the Agency's Debt Service and Capital Improvement Funds have been earmarked for existing bonded debt obligations, acquisition of property, capital projects and amounts owed to the City of Placentia.

(vi) In addition to its bonded indebtedness and tax sharing obligations, the Agency has an obligation to pay a portion of the Certificates of Participation issued in 2003 and to make payments under property acquisition agreements with the City. The Agency, additionally, has a current obligation to acquire sites to provide parking for the proposed Metrolink station.

(vii) If the Agency does not reserve the balance of its currently available funds to secure the prior reimbursement payments due to the City, the City's ability to fund essential City services will be impaired.

(viii) Based on obligations described in the Recitals, paragraphs (iv), (v) and (vi) of this Resolution, there are insufficient funds to meet the requirements of § 33690 of the Law and the Agency will be required to borrow the amount required for the SERAF payment from the Low and Moderate Income Housing Fund.

(ix) Agency must repay amounts so borrowed on or before June 30, 2015.

B. Resolution.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

2. Loan. The Agency hereby approves a loan from the Agency's Low and Moderate Income Housing Fund in the amount of \$846,936 to pay the SERAF amount due pursuant to § 33690(a)(1) of the Law.

3. Repayment. The Agency will repay such amounts to the Low and Moderate Income Housing Fund not later than June 30, 2015, without interest.

4. Subordination. The obligation of the Agency to repay the Low and Moderate Income Housing Fund shall be subordinate to the lien of any pledge of collateral securing, directly or indirectly, the payment of principal or interest on any bonds of the Agency including, without limitation, bonds secured by a pledge of taxes allocated to the Agency pursuant to § 33670 of the Law. The Agency shall factor in the fiscal obligations created by this Resolution when issuing bonded indebtedness.

5. Effective Date. This Resolution shall take effect from and after the date of approval and adoption hereof.

APPROVED, PASSED AND ADOPTED this 4th day of May, 2010.

JOSEPH V. AGUIRRE, CHAIRMAN

ATTEST:

PATRICK J. MELIA, SECRETARY

I, Patrick J. Melia, Secretary to the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Board of Directors of the Redevelopment Agency of the City of Placentia, held on the 4th day of May, 2010, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

PATRICK J. MELIA,
SECRETARY

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
GENERAL COUNSEL
REDEVELOPMENT AGENCY OF
THE CITY OF PLACENTIA



Placentia City Council and Redevelopment Agency

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: MAY 4, 2010

SUBJECT: EXTENSION OF TIME PERIOD FOR EXCLUSIVE NEGOTIATING
AGREEMENT WITH EDGE/SCI FOR DOWNTOWN PARKING STRUCTURE

FINANCIAL
IMPACT: NOT APPLICABLE

INTRODUCTION:

On September 15, 2009 the City Council and Redevelopment Agency Board of Directors approved and authorized an Exclusive Negotiating Agreement (ENA) with Edge/SCI for the financing and construction of a Parking Structure in the City's historic downtown area. Since that time, Edge/SCI, the Agency's real estate consultant, Kosmont Companies and Agency staff have been working diligently on a financial package. This action will extend the time period for completing the ENA for ninety (90) days with authorization to the Executive Director to extend for an additional period not to exceed January 17, 2011 without further Council/Board approval.

RECOMMENDATION:

It is recommended that the City Council and Agency Board approve an amendment to the Exclusive Negotiating Agreement ("ENA") with EDGE-SCI extending the time period of exclusive negotiation between the City/Agency and EDGE-SCI for an additional ninety (90) days to evaluate the potential size, design, construction and operational costs, financing options available to construct the parking structure and authorize the Executive Director to further extend the ENA on behalf of the City/Agency for a period not to exceed January 17, 2011.

DISCUSSION:

As directed by the City Council/Board of Directors, City/Agency staff has been exploring mechanisms to provide for potential development of a parking structure ("Parking Structure") near the southwest corner of the intersection of S. Main Street and Santa Fe Avenue, and north of the proposed Placentia Metrolink Station. A Parking Structure would afford adequate parking to meet Metrolink and OCTA requirements, as well as provide potential parking and related amenities for the downtown business area. Kosmont Companies ("Kosmont") has been assisting City/Agency staff on this matter.

On September 15, 2009, Placentia City Council and Agency Board approved an Exclusive Negotiation Agreement ("ENA") with EDGE-SCI to allow for an initial period of exclusive negotiation for one hundred twenty (120) days between City/Agency and EDGE-SCI to evaluate the potential size, design, construction and operational costs, and financing options available to construct the Parking Structure. Based on good faith negotiations between City/Agency staff and EDGE-SCI and pursuant to the

Agenda Item: **CC 8./RA 7.**

Meeting Date: **May 4, 2010**

authorization of the City Administrator as allowed within the ENA, the exclusive negotiation period was extended by one hundred twenty (120) days from January 13, 2010 to May 13, 2010.

Progress has been made on sources of financing for the Parking Structure. Agency staff, working with Kosmont, were able to secure an allocation for the City/Agency of Recovery Zone Facility Bonds (RZFBs) financing in the amount of \$7,505,200 through the County of Orange's Recovery Zone Facility Bond Transfer Allocation process. Additionally, an application to the State of California Debt Limit Allocation Committee for additional Recovery Zone Economic Development Bonds has been made and staff will be informed of this potential allocation in May. Both Recovery Zone bonds allocations could be utilized for the Parking Structure and other private facilities as part of the overall financing and have to be issued by December 31, 2010. Due to this financial development and continued positive work by Edge/SCI, the extension is recommended by Staff.

The extension deal points include:

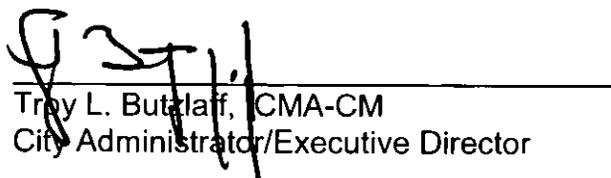
1. The extended term would go from May 14, 2010 to no later than January 17, 2011.
2. EDGE-SCI shall further develop conceptual plans for the Parking Structure also addressing ingress and egress related to the parking structure.
3. EDGE-SCI shall further develop a conceptual private activity financing plan to take advantage of the Recovery Zone Bond allocations.
4. Terms of any potential Disposition and Development Agreement between the Agency and EDGE-SCI for the development of the Parking Structure are to be negotiated during the exclusive negotiating period.
5. The ENA shall terminate if the agreement expires, in the event of material default by either party, failure to make substantial progress per the proposed schedule set forth in the ENA, should parties not be able to reach agreement on a potential Disposition and Development Agreement or if either party is determined to not be negotiating in good faith.

Submitted by:



Kenneth A. Domer
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, CMA-CM
City Administrator/Executive Director

Attachment:

**EXTENSION OF
EXCLUSIVE NEGOTIATION AGREEMENT**

This Extension of Exclusive Negotiation Agreement (“Extension”) is made and entered into this 4th day of May, 2010 by and among the City of Placentia, a Charter City and municipal corporation (“City”), The Redevelopment Agency of the City of Placentia, a public body, corporate and politic (“Agency”) and EDGE-SCI., a California corporation, (“Developer”) (the “Parties” collectively sometimes hereinafter).

A. Recitals.

(i) The Parties entered into that certain Exclusive Negotiation Agreement (“Agreement”) whereby City and Agency agreed engage in exclusive negotiations pertaining to the preparation of a disposition and development agreement regarding the disposition, development and operation of a Parking Structure within Agency’s Project Area.

(ii) The Agreement provides for an exclusive negotiation period of 120 days, subject to extension pursuant to § 3.3 thereof.

(iii) The Parties have diligently pursued the preparation of documents and agreements pertaining to the Parking Structure but in order to explore alternate financing options, including, but not limited to issuance of bonds, private equity financing and utilization of Recovery Zone bonding capacity, the Parties desire to extend the period of exclusive negotiations.

B. Extension of Agreement.

NOW, THEREFORE, in consideration of the following terms, conditions and promises, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. The period of exclusive negotiations pursuant to the Agreement, as provided for in § 3.3 thereof, hereby is extended ninety (90) days from the date specified in the Agreement. City and Agency further agree that the City Administrator/Executive Director may grant one (1) further extension, so long as any such extension terminates no later than January 17, 2011.

2. Except as otherwise set forth in this Extension, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties herein have caused this Extension to be executed as of the date and year first above written.

[ALL SIGNATURES APPEAR ON PAGE 2]

CITY OF PLACENTIA,
a Municipal Corporation and
Charter City

EDGE-SCI,
a California corporation

By: _____
Joseph V. Aguirre,
Mayor

By: _____

Print Name and Title

REDEVELOPMENT AGENCY OF
THE CITY OF PLACENTIA,
a public body, corporate and politic

By: _____

Print Name and Title

By: _____
Joseph V. Aguirre,
Chairman

APPROVED AS TO FORM:

Andrew V. Arczynski,
City Attorney and
General Counsel