

## Regular Meeting Agenda November 16, 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](http://www.placentia.org), and at Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

### **Procedures for Addressing the Council/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. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

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

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**Fax: (714) 961-0283**  
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**PLACENTIA  
CITY COUNCIL AND REDEVELOPMENT AGENCY  
REGULAR MEETING AGENDA – EXECUTIVE SESSION  
November 16, 2010  
6:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL 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/Redevelopment Agency Board of Directors concerning any items on the Executive Session Agenda only.

The City Council/Redevelopment Agency Board of Director will recess to the City Council Caucus Room for the purpose of conducting its Executive Session proceedings.

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – One (1) Item
  - a. Del Cerro Mobile Estates and S&D Associates v. City of Placentia, et. al., Court of Appeals, Fourth Appellate District, Division Three, Case No. G043709
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

**RDA:**

1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:  
Property: 738 W. La Jolla, Placentia, CA 92870 APN 344-011-12  
Agency Negotiator: Troy Butzlaff, City Administrator/Executive Director  
Property Negotiator: Patricia Drew, TriMont Real Estate Advisors  
Under Negotiations: Price and Terms of Payment

**RECESS:** - The City Council/Redevelopment Agency will recess to their 7:00 p.m. Regular Meeting.

**PLACENTIA  
CITY COUNCIL AND REDEVELOPMENT AGENCY  
REGULAR MEETING AGENDA  
November 16, 2010  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL 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 Chaplain

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

- a. Employee of the Quarter – Police Employees  
Presenter: City Administrator Troy Butzlaff
- b. Red Ribbon Essay/Poster Contest Winners  
Presenter: Mayor Joseph Aguirre
- c. OC Human Relations Commission  
Presenter: Commissioner Vincent Vargas

**EXECUTIVE SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

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

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

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

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/Redevelopment Agency 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.

**CONSENT CALENDAR CONTINUED:**

**COUNCIL/AGENCY CONSENT CALENDAR:**

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Financial Impact: None  
Recommended Action: Approve
- b. **Minutes**  
**City Council/Agency Regular Meeting – November 2, 2010**  
Recommended Action: Approve
- c. **City Warrant Register for November 3, 2010 through November 16, 2010**  
Financial Impact: \$2,570,555.20  
Recommended Action: Approve
- d. **Agency Warrant Register for November 3, 2010 through November 16, 2010**  
Financial Impact: \$32,551.34  
Recommended Action: Approve

**COUNCIL CONSENT CALENDAR:**

- e. **Second Reading - An Ordinance Amending the City's Building Codes and Regulations**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Conduct a second reading and approve Ordinance No. O-2010-10, "An Ordinance of the City Council of the City of Placentia, California repealing Chapter 18.04 of title 18 and Chapters 20.03, 20.04, 20.08, 20.12, 20.16, and 20.20 of Title 20 of the Placentia Municipal Code and adopting by reference, the California Fire Code, 2010 Edition, the California Building Code, 2010 Edition, the California Residential Code, 2010 Edition, the California Green Building Standards Code, 2010 Edition, the California Plumbing Code, 2010 Edition, the California Mechanical Code, 2010 Edition, and the California Electrical Code, 2010 Edition, including all appendices, with certain amendments, additions and deletions thereto, including fees and penalties"
  - 2) Approve Resolution R-2010-63, A Resolution of the City Council of the City of Placentia making required findings pertaining to modifications to the uniform fire and construction codes adopted by Ordinance No. O-2010-10 based upon local climatic, topographic and geologic conditions in accordance with the requirements of §17958 of the California Health and Safety Code
  - 3) Authorize a 10% building permit fee reduction incentive for voluntary Tier 1 level participation for Title 24 Part 6 (California Energy Code) compliance and direct staff to develop documentation and implement incentive program after January 1, 2010 effective date

- f. **Second Reading – An Ordinance Amending the Placentia Municipal Code Pertaining to Parking Structures and Parking Structures Design Regulations**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
- 1) Conduct a second reading and approve Ordinance No. O-2010-11, "An Ordinance of the City Council of the City of Placentia amending Chapters 23.04 and 23.78 of Title 23 (Zoning Ordinance) of the Placentia Municipal Code pertaining to parking structure design regulations"
  - 2) Approve City Council Administrative Policy Number 724 Parking Structure Design Regulations
- g. **Approve Easement Agreements for Placentia Avenue and Kraemer Blvd grade separation projects**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
- 1) Approve the attached "Easement Agreement for Placentia Avenue Underpass (C & M Agreement)" between the City of Placentia and BNSF Railway Company for construction of the Placentia Avenue Underpass, Parcels KRA-047-4 (Temporary Construction Easement), PLA-003-01A (Street Easement), and PLA-003-01B (Street Easement)
  - 2) Approve the attached "Memorandum of Easement" between the City of Placentia and BNSF Railway Company for construction of the Placentia Avenue Underpass
  - 3) Approve the attached "Easement Agreement for Construction of the Kraemer Boulevard Underpass (C&M Agreement)" between the City of Placentia and BNSF Railway Company for construction of the Kraemer Boulevard Underpass, Parcels KRA-047-1 (Bridge Easement), KRA-047-2 (Permanent Storm Drain Easement), KRA-047-3 (Footing Easement) and KRA-047-5 (Sewer Easement)
  - 4) Authorize the Mayor to sign the subject easement agreements on behalf of the City
  - 5) Direct the City Clerk to endorse on the Certificate of Acceptance which embodies the acceptance of said right-of-way easement, and cause the document to be submitted to the County Recorder of the Orange County for recording of the document
- h. **Approve a Resolution to Adopt Establishment of an Overall Annual Anticipated Disadvantaged Business Enterprise Participation Level (ADDPL) Goal of 13% for Federal Fiscal Year (FFY) 2010/11**  
Financial Impact: None  
Recommendation: It is recommended that the City Council:
- 1) Adopt attached Resolution R-2010-65 titled "A Resolution of the City of Placentia approving and adopting the Annual Anticipated DBE Participation Level (AADPL) of 13% for Federal Fiscal Year (FFY) 2010/11" establishing the overall annual DBE participation level of 13% for Federal Fiscal Year 2010/11 (covering the period of October 1, 2010 through September 30, 2011)
  - 2) Authorize the Mayor or Director of Public Works to execute all implementing DBE documents on behalf of the City to facilitate timely submission to the California Department of Transportation

- i. **Declaration of Surplus Property**  
Financial Impact: Revenue realized from the sale of surplus property will be deposited in the City's Equipment Replacement Fund  
Recommendation: It is recommended that the City Council:
  - 1) Declare the attached list of vehicles and equipment as surplus property and approve their sale at public action
  
- j. **Award of On-Call Sidewalk, Curb and Gutter, and Miscellaneous Repair Services**  
Financial Impact: Minimal operational costs  
Recommendation: It is recommended that the City Council:
  - 1) Reject all bids and direct staff to revise the bid document to clarify specifications
  
- k. **Mandated Biennial Review of the City's Conflict of Interest Code 2010 Local Agency Biennial Notice**  
Financial Impact: None  
Recommendation: It is recommended that the City Council:
  - 1) Review the proposed amendments to the City's Conflict of Interest, provide input and/or updates
  - 2) Approve Resolution No. R-2010-66, A Resolution of the City Council of the City of Placentia amending the City's Conflict of Interest Code by amending Appendix "A" thereto which list current designated employees and officials, and amending Appendix "B" thereto relating to the disclosure categories
  
- l. **Budget Amendment Required for Fiscal Year 2009/2010 Year End Closed**  
Financial Impact: Refer to Resolution R-2010-67 for impact to selected funds  
Recommendation: It is recommended that the City Council:
  - 1) Approve Resolution No. R-2010-67, A Resolution of the City Council of the City of Placentia authorizing a budget amendment in Fiscal Year 2009/10 in the aggregate amount of \$3,612,500.00 in compliance with City Charter requiring sufficient appropriations for actual expenditures
  
- m. **A Resolution in Support of Southern California Association of Government's Business Friendly Principles**  
Financial Impact: None  
Recommendation: It is recommended that the City Council:
  - 1) Approve Resolution No. R-2010-68, A Resolution of the City Council of the City of Placentia, California, in support of Business Friendly Principles as part of SCAG's Development of a Southern California Economic Growth Strategy

**AGENCY CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL:**

- a. **A Public Hearing and Approval of Proposed Community Development Block Grant (CDBG) Public Facility Improvement Projects**  
Financial Impact: Not Applicable

Recommended Action: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider public input accordingly
- 2) Authorize the City Administer to submit an application to the County of Orange to receive Community Development Block Grant Funds for the following project

3. **OLD BUSINESS:** None

4. **NEW BUSINESS:**

**COUNCIL NEW BUSINESS:**

a. **Approve Award of Contract to Yakar for Construction of the Madison Avenue and Bradford Avenue Street Improvement Project and Willdan Engineering for Construction Management Services**

Financial Impact:

Expense: \$857,063.87 for construction; budgeted in FY 2010-2011 Budget, Account #333552-6185 J/L 61004

Revenue: 46% Proposition 1B, 37% State Safe Routes to Schools, 17% Measure M Funds

Recommendation: It is recommended that the City Council:

- 1) Approve plans and specification prepared by Jones, Cahl & Associates dated September 30, 2010 for Madison Avenue and Bradford Avenue Street Improvement Project
- 2) Award the construction contract to the lowest responsive and responsible bidder, Yakar, for an amount not to exceed \$657,553.23
- 3) Reject all other bids
- 4) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an aggregate amount not to exceed 20-percent of the project construction cost
- 5) Approve construction management services contract with Willdan Engineering for an amount not to exceed \$68,000
- 6) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

b. **A Resolution Increasing Parking Penalties to Reflect Increased State Mandated Surcharges**

Financial Impact: Up to \$45,000 Annual Reduction in Revenue if not adopted

Recommendation: It is recommended that the City Council:

- 1) Approve Resolution No. R-2010-69, A Resolution of the City Council of the City of Placentia establishing fines, penalties and surcharges pertaining to parking violations

c. **First Reading - An Ordinance repealing Chapter 13.82 of the Placentia Municipal Code related to parking violations-penalties**

Financial Impact: None

Recommendation: It is recommended that the City Council:

- 1) Read by title and introduce Ordinance O-2010-12, An Ordinance of the City Council of the City of Placentia, California, repealing Chapter 13.82 of the Placentia Municipal Code

- d. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of Same Special Event Scheduled for December 8, 2010 and Consideration of Funding Request for Placita Santa Fe Merchants Association Las Posadas and Tamale Festival**  
Financial Impact:  
Expense: \$4,000 (Not to Exceed)  
Recommendation: It is recommended that the City Council:  
1) Approve Resolution No. R-2010-70, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of certain regulatory sections of the Placentia Municipal Code for Las Posadas and Tamale Festival

**AGENCY NEW BUSINESS:**

- e. **Award a contract to Orange County Demolition Inc. for demolition of Agency-owned property at 307 Baker Street**  
Financial Impact:  
Expenditure: \$44,280 (347536-6499)  
Appropriation from Undesignated Fund Balance (0034-3001)  
Recommendation: It is recommended that the Agency Board:  
1) Award contract to Orange County Demolition Inc., in the amount of \$36,900  
2) Reject all other bids  
3) Approve a construction contingency amount of \$7,380 for construction related contingencies, if required  
4) Authorize the Executive Director, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed 20% of the project construction cost  
5) Authorize the Executive Director to execute contract documents on behalf of the City, in a form approved by Agency Counsel  
6) Adopt Resolution RA-2010-06, A Resolution of the Board of Directors of the Placentia Redevelopment Agency authorizing expenditure of Low and Moderate Housing Income Funds for demolition of agency-owned property at 307 Baker Street and awarding a contract for demolition and related site clearance  
7) Adopt Resolution RA-2010-07, A Resolution of the Board of Directors of the Placentia Redevelopment Agency authorizing a budget amendment in Fiscal Year 2010/11 in the aggregate amount of \$44,280.00 in compliance with City Charter requiring sufficient appropriations for actual expenditures
- f. **Award a contract to National Demolition Contractors for demolition of Agency owned property at or near 1616 Atwood Avenue**  
Financial Impact:  
Expenditure: \$41,220 (RDA 347536-6499)  
Recommendation: It is recommended that the Agency Board:  
1) Award a contract to National Demolition Contractors in the amount of \$31,220  
2) Reject all other bids

- 3) Approve an environmental and construction contingency amount of \$10,000 for construction related contingencies and third party environmental review, if required
- 4) Authorize the Executive Director, or his designee, to approve construction change order pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed 20% of the project construction cost
- 5) Approve Resolution RA-2010-08, A Resolution of the Board of Directors of Redevelopment Agency of the City of Placentia authorizing expenditure of Low and Moderate Housing Income Funds for demolition of agency-owned properties at or near 1616 Atwood and awarding a contract for demolition and related site clearance
- 6) Authorize Executive Director to execute contract documents on behalf of the City, in a form approved by Agency Counsel

**CITY COUNCIL/AGENCY MEMBER REQUESTS:**

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

**ADJOURNMENT:**

The City Council/Redevelopment Agency Board of Directors will adjourn to December 7, 2010 at 6:00 p.m.

**CERTIFICATION OF POSTING**

I, Vida Barone, Interim Chief Deputy Clerk for the City of Placentia and Assistant Secretary of the Placentia Redevelopment Agency, hereby certify that the Agenda for the November 16, 2010, meetings of the City Council and Redevelopment Agency was posted on November 10, 2010.

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Vida Barone, Interim Chief Deputy City Clerk

**PLACENTIA  
CITY COUNCIL AND REDEVELOPMENT AGENCY  
REGULAR MEETING MINUTES  
November 2, 2010  
6:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor Aguirre called the meeting to order at 6:05 p.m.

**ROLL CALL:**

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

**STAFF PRESENT:** City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; City Clerk/Agency Secretary, Patrick J. Melia; Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Public Works Director, Steve Drinovsky; Finance Manager, Mike Nguyen; Police Chief, James Anderson; Recreation Services Manager, Mike Kudron; Neighborhood Services Manager, Jon Nicks; Interim Chief Deputy City Clerk, Vida Barone; Interim Deputy City Clerk, Tania Moreno

**INVOCATION:** Police Chaplain Richard Kryder

**PLEDGE OF ALLEGIANCE:** Council/Agency Member Yamaguchi

**PRESENTATIONS:** None

**CITY ADMINISTRATOR REPORT:** City Administrator Butzlaff announced the upcoming Senior Health Fair and the City Veteran's Day Ceremony.

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL/AGENCY MEMBER COMMENTS AND REPORTS:**

Council/Agency Member Nelson encouraged all residents to vote.

Council/Agency Member Yamaguchi spoke regarding his attendance at the League of California Cities cellular and infrastructure informational meeting and the Community Foundation meeting.

Mayor Pro Tem/Vice Chair Underhill encouraged all residents to vote.

Council/Agency Member Sowards encouraged all residents to vote.

Mayor/Agency Chair Aguirre encouraged all residents to vote.

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

A motion was made by Council/Agency Member Nelson, seconded by Council/Agency Member Sowards, and carried (5 - 0) to approve Consent Calendar Item Nos. 1.a. through 1.b.

AYES: Nelson, Sowards, Yamaguchi, Underhill, Aguirre  
NOES: None.

**COUNCIL/AGENCY**

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

Financial Impact: None

Recommended Action: Approve

**(APPROVED 5-0)**

b. **Minutes**

**City Council/Agency Regular Meeting – October 19, 2010**

Financial Impact: None

Recommended Action: Approve

**(APPROVED 5-0)**

**COUNCIL:** None

**AGENCY:** None

2. **PUBLIC HEARINGS:** None

**COUNCIL:** None

3. **OLD BUSINESS:** None

4. **NEW BUSINESS:** None

**COUNCIL:**

a. **Approve Award of Construction Contract to AVI-CON Inc. DBA CA Construction for the Edwin T. Powell Building Renovation Project**

Financial Impact:

Expense: \$188,400 for Construction Budgeted in FY 2010-2011 Budget, Account #333554 – 6104340133 / 6185 & 333554 – 6104340023 / 6185

Funding: CDBG (\$150, 000) and Park Development (\$38,400)

Recommended Action: It is recommended that City Council:

- 1) Award construction contract to the lowest responsive and responsible bidder, AVI-CON Inc. dba CA Construction for an amount not to exceed \$157,000 and authorize the appropriation of a 20% construction contingency fund of \$31,400
- 2) Reject all other bids
- 3) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed 20% of the project construction cost
- 4) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

A report was provided by Neighborhood Services Manager Nicks.

A motion was made by Councilmember Nelson, seconded by Councilmember Yamaguchi, and carried (5-0) to:

1. Award construction contract to the lowest responsive and responsible bidder, AVI-CON Inc. dba CA Construction for an amount not to exceed \$157,000 and authorize the appropriation of a 20% construction contingency fund of \$31,400
2. Reject all other bids
3. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed 20% of the project construction cost
4. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney

AYES: Nelson, Sowards, Yamaguchi, Underhill, Aguirre  
NOES: None.

- b. **Lease Agreement with T-Mobile West Corporation for Wireless Communications Facility at 401 E. Chapman Avenue**  
Financial Impact: Revenue positive: \$26,400 First Year, 4% Increase Annually  
Recommended Action: It is recommended that City Council:
- 1) Approve a lease agreement with T-Mobile West Corporation for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals; and,
  - 2) Authorize the City Administrator to execute the lease, applicable documents and renewal terms

A report was provided by Assistant City Administrator Domer.

A motion was made by Councilmember Nelson, seconded by Councilmember Sowards, and carried (5-0) to

1. Approve a lease agreement with T-Mobile West Corporation for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals; and,
2. Authorize the City Administrator to execute the lease, applicable documents and renewal terms

AYES: Nelson, Sowards, Yamaguchi, Underhill, Aguirre  
NOES: None.

## **EXECUTIVE SESSION**

The City Council adjourned to Executive Session to discuss the following item:

### **COUNCIL:**

- a. Pursuant to Government Code Section 54957 for Consultation with City Administrator and Police Chief Regarding Potential Threat to Public Buildings and Security of Essential Public Services

**REPORT FROM EXECUTIVE SESSION:** The City Attorney reported that the Council/Agency met in Closed Session to discuss the item listed on the agenda. There were no reportable actions and nothing further to report.

**CITY COUNCIL/AGENCY MEMBER REQUESTS:** None

**ADJOURNMENT:**

The City Council/Redevelopment Agency Board of Directors adjourned at 6:49 p.m. to November 16, 2010 at 6:00 p.m.



City of Placentia  
Warrant Register  
For 11/16/2010

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	251.09	NOVEMBER 11		00001645	11/01/2010
EP	ALDWIR, MAMOUN E000113	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	251.09	NOVEMBER 11		00001646	11/01/2010
EP	ANDERSON, MARLA E000071	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	988.53	NOVEMBER 11		00001647	11/01/2010
EP	ARMSTRONG, JOHN T E000046	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	840.66	NOVEMBER 11		00001648	11/01/2010
EP	BABCOCK, CHARLES A E000015	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,046.00	NOVEMBER 11		00001649	11/01/2010
EP	BEALS, SHARLENE E000076	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	379.00	NOVEMBER 11		00001650	11/01/2010
EP	BONESCHANS, DENNIS E000020	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	251.09	NOVEMBER 11		00001651	11/01/2010
EP	BUNNELL, DONALD E000062	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	251.09	NOVEMBER 11		00001652	11/01/2010
EP	BURGNER, ARTHUR E000074	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18	NOVEMBER 11		00001653	11/01/2010
EP	CHANDLER, JOHN P E000109	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	703.50	NOVEMBER 11		00001654	11/01/2010

City of Placentia  
Warrant Register  
For 11/16/2010

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	CHANG, ROBERT E000107	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	801.00 1,124.36	NOVEMBER 10		00001655	11/01/2010
EP	CHRISTIAN, SHIRLEY E000012	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,124.36 840.66	NOVEMBER 10		00001656	11/01/2010
EP	COBBETT, GEOFFREY E000007	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	840.66 703.50	NOVEMBER 10		00001657	11/01/2010
EP	COOK, ARLENE M E000018	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	703.50 607.18	NOVEMBER 10		00001658	11/01/2010
EP	D'AMATO, ROBERT E000056	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18 840.66	NOVEMBER 10		00001659	11/01/2010
EP	DAVID, PRESTON E000112	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	840.66 736.18	NOVEMBER 10		00001660	11/01/2010
EP	DELOS SANTOS, JAMIE E000045	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	736.18 1,124.36	NOVEMBER 10		00001661	11/01/2010
EP	DICKSON, ROBERTA JO E000011	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,124.36 251.09	NOVEMBER 10		00001662	11/01/2010
EP	DOMINGUEZ, ROBERT E000069	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	251.09 799.82	NOVEMBER 10		00001663	11/01/2010
EP	DOWNEY, CAROL	NOV MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: TK101910	799.82 607.18	NOVEMBER 10		00001664	11/01/2010

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	E000082		Health Insurance Premiums						
EP	DUNNAVANT, FRANK E000077	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18	NOVEMBER 10		00001665	11/01/2010
EP	DURNIL, RODNEY E000036	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18	NOVEMBER 10		00001666	11/01/2010
EP	ELSTRO, ANN M E000027	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	736.18	NOVEMBER 10		00001667	11/01/2010
EP	ESCOBOSA, LILLIAN E000055	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18	NOVEMBER 10		00001668	11/01/2010
EP	ESPINOZA, ROSALINDA E000016	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18	NOVEMBER 10		00001669	11/01/2010
EP	FIGUEROA, DANIEL E000057	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	367.83	NOVEMBER 10		00001670	11/01/2010
EP	FISCHER, HAROLD A E000023	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	315.59	NOVEMBER 10		00001671	11/01/2010
EP	FRICKE, JUERGEN E000075	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	618.00	NOVEMBER 10		00001672	11/01/2010
EP	FULLER, GLENN H E000081	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	618.00	NOVEMBER 10		00001673	11/01/2010
				Vendor Total:	739.00				

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EP	GALLANT, KAREN E000008	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	840.66	NOVEMBER 10		00001674	11/01/2010
				<b>Vendor Total:</b>	<b>840.66</b>				
EP	GARNER, JO ANN E000047	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	607.18	NOVEMBER 10		00001675	11/01/2010
				<b>Vendor Total:</b>	<b>607.18</b>				
EP	GARNER, KITTY E000080	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	840.66	NOVEMBER 10		00001676	11/01/2010
				<b>Vendor Total:</b>	<b>840.66</b>				
EP	GOMEZ, DANIEL E000049	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	723.92	NOVEMBER 10		00001677	11/01/2010
				<b>Vendor Total:</b>	<b>723.92</b>				
EP	GRIMM, DENNIS L E000042	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	379.00	NOVEMBER 10		00001678	11/01/2010
				<b>Vendor Total:</b>	<b>379.00</b>				
EP	HAND, NOREEN M E000061	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	251.09	NOVEMBER 10		00001679	11/01/2010
				<b>Vendor Total:</b>	<b>251.09</b>				
EP	HOCH, ELEANOR M E000078	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	251.09	NOVEMBER 10		00001680	11/01/2010
				<b>Vendor Total:</b>	<b>251.09</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 10/16/10 PD DATE 10/22/10	0043-2170 Deferred Comp Payable - ICMA	PY10022	150.00	2995/1001022		00001644	10/22/2010
				<b>Vendor Total:</b>	<b>150.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 10/16/10 PD DATE 10/22/10	0038-2170 Deferred Comp Payable - ICMA	PY10022	15.00	2995/1001022		00001644	10/22/2010
				<b>Vendor Total:</b>	<b>15.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 10/16/10 PD DATE 10/22/10	0048-2170 Deferred Comp Payable - ICMA	PY10022	105.06	2995/1001022		00001644	10/22/2010
				<b>Vendor Total:</b>	<b>105.06</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 10/16/10 PD DATE 10/22/10	0037-2170 Deferred Comp Payable - ICMA	PY10022	109.50	2995/1001022		00001644	10/22/2010
				<b>Vendor Total:</b>	<b>109.50</b>				
EP	ICMA RETIREMENT TRUST	P/E 10/16/10 PD DATE 10/22/10	0029-2170	PY10022	53.37	2995/1001022		00001644	10/22/2010
				<b>Vendor Total:</b>	<b>53.37</b>				

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	V000496		Deferred Comp Payable - ICMA						
EP	ICMA RETIREMENT TRUST V000496	P/E 10/16/10 PD DATE 10/22/10	0010-2170 Deferred Comp Payable - ICMA	PY10022	6,475.80	2995/1001022		00001644	10/22/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 10/30/10 PD DATE 11/5/10	0038-2170 Deferred Comp Payable - ICMA	PY10023	15.00	2995/1001023		00001738	11/04/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 10/30/10 PD DATE 11/5/10	0037-2170 Deferred Comp Payable - ICMA	PY10023	103.50	2995/1001023		00001738	11/04/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 10/30/10 PD DATE 11/5/10	0010-2170 Deferred Comp Payable - ICMA	PY10023	6,419.84	2995/1001023		00001738	11/04/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 10/30/10 PD DATE 11/5/10	0029-2170 Deferred Comp Payable - ICMA	PY10023	54.16	2995/1001023		00001738	11/04/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 10/30/10 PD DATE 11/5/10	0043-2170 Deferred Comp Payable - ICMA	PY10023	50.00	2995/1001023		00001738	11/04/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 10/30/10 PD DATE 11/5/10	0048-2170 Deferred Comp Payable - ICMA	PY10023	106.23	2995/1001023		00001738	11/04/2010
EP	IRVINE, SUZETTE E000019	NOV MEDICAL REIMBURSEMENT Health Insurance Premiums	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK101910	<b>13,657.46</b> 840.66	NOVEMBER 10		00001681	11/01/2010
EP	JENKINS, ROBERT E000084	NOV MEDICAL REIMBURSEMENT Health Insurance Premiums	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK101910	<b>840.66</b> 709.45	NOVEMBER 10		00001682	11/01/2010
EP	JOHNSON, SHARON E000099	NOV MEDICAL REIMBURSEMENT Health Insurance Premiums	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK101910	<b>709.45</b> 607.18	NOVEMBER 10		00001683	11/01/2010
EP	JONES, ROBERT E000053	NOV MEDICAL REIMBURSEMENT Health Insurance Premiums	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK101910	<b>607.18</b> 194.53	NOVEMBER 10		00001684	11/01/2010
EP	KIRKLAND, RICHARD L E000110	NOV MEDICAL REIMBURSEMENT Health Insurance Premiums	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK101910	<b>194.53</b> 367.83	NOVEMBER 10		00001685	11/01/2010

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EP	KRATT, EDWARD G E000097	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	367.83 607.18	NOVEMBER 10		00001686	11/01/2010
EP	LABORDE, JOHN G E000039	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18 607.18	NOVEMBER 10		00001687	11/01/2010
EP	LITTLE, DIANE M E000098	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18 379.00	NOVEMBER 10		00001688	11/01/2010
EP	LOWREY, B.J E000041	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	379.00 618.00	NOVEMBER 10		00001689	11/01/2010
EP	MANNING, VEDA M E000063	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	618.00 251.09	NOVEMBER 10		00001690	11/01/2010
EP	MARMOLEJO, PACO E000068	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	251.09 1,124.36	NOVEMBER 10		00001691	11/01/2010
EP	MILANO, JAMES E000054	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,124.36 799.82	NOVEMBER 10		00001692	11/01/2010
EP	MILLER, RICHARD E000106	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	799.82 801.00	NOVEMBER 10		00001693	11/01/2010
EP	MONTOOTH, MARLENE E000021	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	801.00 251.09	NOVEMBER 10		00001694	11/01/2010
EP	MOORE, LARRY W	NOV MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: TK101910	251.09 1,124.36	NOVEMBER 10		00001695	11/01/2010

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	E000044		Health Insurance Premiums						
EP	NAJERA, ROBERT JR E000065	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,124.36 736.18	NOVEMBER 10		00001696	11/01/2010
EP	NISSEN, JANICE E000073	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	736.18 251.09	NOVEMBER 10		00001697	11/01/2010
EP	OLEA, ARLENE J E000014	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	251.09 1,124.36	NOVEMBER 10		00001698	11/01/2010
EP	ORTEGA, MANUEL E E000100	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,124.36 828.92	NOVEMBER 10		00001699	11/01/2010
EP	PALMER, GEORGE E000094	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	828.92 801.00	NOVEMBER 10		00001700	11/01/2010
EP	PASCUA, RAYNALD E000114	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	801.00 1,124.36	NOVEMBER 10		00001701	11/01/2010
EP	PASPALL, MIHAJLO E000085	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,124.36 840.66	NOVEMBER 10		00001702	11/01/2010
EP	PEREZ, ROBERT E000111	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	840.66 194.53	NOVEMBER 10		00001703	11/01/2010
EP	PICHON, WALTER E000103	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	194.53 258.00	NOVEMBER 10		00001704	11/01/2010
				Vendor Total:	258.00				

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EP	POWELL, EDWIN T E000060	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	251.09	NOVEMBER 10		00001705	11/01/2010
				<b>Vendor Total:</b>	<b>251.09</b>				
EP	REDIFER, KIM R E000022	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	801.00	NOVEMBER 10		00001706	11/01/2010
				<b>Vendor Total:</b>	<b>801.00</b>				
EP	RENDEN, BRIAN E000083	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	631.12	NOVEMBER 10		00001707	11/01/2010
				<b>Vendor Total:</b>	<b>631.12</b>				
EP	REYES, ROGER T E000024	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	723.92	NOVEMBER 10		00001708	11/01/2010
				<b>Vendor Total:</b>	<b>723.92</b>				
EP	RICE, RUSSELL J E000059	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	801.00	NOVEMBER 10		00001709	11/01/2010
				<b>Vendor Total:</b>	<b>801.00</b>				
EP	RISHER, THOMAS A E000013	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	723.92	NOVEMBER 10		00001710	11/01/2010
				<b>Vendor Total:</b>	<b>723.92</b>				
EP	RITCHIE, SYLVIA E000072	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	607.18	NOVEMBER 10		00001711	11/01/2010
				<b>Vendor Total:</b>	<b>607.18</b>				
EP	RIVERA, AIDA E000026	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	251.09	NOVEMBER 10		00001712	11/01/2010
				<b>Vendor Total:</b>	<b>251.09</b>				
EP	ROACH, MICHAEL E000105	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	801.00	NOVEMBER 10		00001713	11/01/2010
				<b>Vendor Total:</b>	<b>801.00</b>				
EP	ROBB, SANDRA E000043	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	723.92	NOVEMBER 10		00001714	11/01/2010
				<b>Vendor Total:</b>	<b>723.92</b>				

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EP	ROBERTSON, JAMES S E000093	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	723.92	251.09 NOVEMBER 11		00001715	11/01/2010
EP	RODARTE, JOE R E000034	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	251.09	618.00 NOVEMBER 11		00001716	11/01/2010
EP	ROKOSZ, KEN A E000035	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	618.00	315.59 NOVEMBER 11		00001717	11/01/2010
EP	ROSE, RICHARD D E000050	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	315.59	974.95 NOVEMBER 11		00001718	11/01/2010
EP	ROSENTHAL, ELLIOT E000051	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	974.95	607.18 NOVEMBER 11		00001719	11/01/2010
EP	ROWLEY, KENNETH E000091	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18	379.00 NOVEMBER 11		00001720	11/01/2010
EP	SALE, LEE R E000031	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	379.00	840.66 NOVEMBER 11		00001721	11/01/2010
EP	SANCHEZ, LAURA E000058	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	840.66	251.09 NOVEMBER 11		00001722	11/01/2010
EP	SANGOLUISA, ZORA G E000048	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	251.09	251.09 NOVEMBER 11		00001723	11/01/2010
EP	SCHULTZ, DANIEL	NOV MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: TK101910	251.09	367.83 NOVEMBER 11		00001724	11/01/2010

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	E000070		Health Insurance Premiums						
EP	SOMOYA, JOHN P E000089	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	367.83 680.00	NOVEMBER 11		00001725	11/01/2010
EP	SOTO, PHILIP J E000052	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	680.00 607.18	NOVEMBER 11		00001726	11/01/2010
EP	SPRAGUE, GARY A E000064	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18 1,046.00	NOVEMBER 11		00001727	11/01/2010
EP	TAYLOR, DAVID M E000088	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,046.00 801.00	NOVEMBER 11		00001728	11/01/2010
EP	THOMANN, DARYLL L E000101	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	801.00 607.18	NOVEMBER 11		00001729	11/01/2010
EP	TOTH, STEVE E000067	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18 801.00	NOVEMBER 11		00001730	11/01/2010
EP	TRIFOS, WILLIAM E000104	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	801.00 1,046.00	NOVEMBER 11		00001731	11/01/2010
EP	VAN HOUTEN, BROOKS E000028	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	1,046.00 607.18	NOVEMBER 11		00001732	11/01/2010
EP	VERSTYNEN, WILLIAM E000092	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK101910	607.18 319.69	NOVEMBER 11		00001733	11/01/2010
				Vendor Total:	319.69				

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EP	WAHL, KATHLEEN A E000030	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	367.83	NOVEMBER 10		00001734	11/01/2010
				<b>Vendor Total:</b>	<b>367.83</b>				
EP	WIEST, STEPHEN E000079	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	840.66	NOVEMBER 10		00001735	11/01/2010
				<b>Vendor Total:</b>	<b>840.66</b>				
EP	ZAMORA, JERRY E000037	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	801.00	NOVEMBER 10		00001736	11/01/2010
				<b>Vendor Total:</b>	<b>801.00</b>				
EP	ZINN, JOHN E000009	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK101910	840.66	NOVEMBER 10		00001737	11/01/2010
				<b>Vendor Total:</b>	<b>840.66</b>				
				<b>Type Total:</b>	<b>72,500.26</b>				
MW OH	ACCO ENGINEERED SYSTEMS V006901	H-VAC FOR SERVER ROOM	433654-6130 Repair & Maint/Facilities	TK1108A	8,830.00	1405431	P04244	00070823	11/16/2010
				<b>Vendor Total:</b>	<b>8,830.00</b>				
MW OH	ADLERHORST INTERNATIONAL V001501	K9 HANDLER RE-CERTIFICATION	103041-6301 Special Department Supplies	TK1108A	350.00	13973	P04283	00070824	11/16/2010
				<b>Vendor Total:</b>	<b>350.00</b>				
MW IP	ADMINSURE V004980	SEPT WORKERS COMP CLAIMS ADJ	404580-6025 Third Party Administration	ITK1027A	3,179.82	5011	P04297	00070682	10/28/2010
				<b>Vendor Total:</b>	<b>3,179.82</b>				
MW OH	ADVANTAGE GRAPHICS AND V002920	PARKING CITATIONS	103043-6301 Special Department Supplies	TK1108A	1,809.04	8884	P04159	00070825	11/16/2010
				<b>Vendor Total:</b>	<b>1,809.04</b>				
MW OH	AG CONCESSIONS V007296	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	TK1108A	25.00	102810		00070826	11/16/2010
				<b>Vendor Total:</b>	<b>25.00</b>				
MW IP	ALARM CENTRAL INC.	ALARM SERVICE-380 S. PLACENTIA	103043-6127 / 50100-6127	ITK1027A	95.00	57412	P04282	00070683	10/28/2010
				<b>Vendor Total:</b>	<b>25.00</b>				

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	V006825		Alarm Monitoring						
MW OH	ALBERT GROVER & ASSOCI SIGNAL UPGRADE V007111		103550-6015 Engineering Services	Vendor Total: TK1108A	95.00 4,195.00	10305-IN	P04337	00070827	11/16/2010
MW IP	ALCANTAR, GIL V007201	SR. CENTER ENTERTAINMENT	0044-2040 / 79278-2040 Special Deposits	Vendor Total: ITK1021A	4,195.00 125.00	092410	P04182	00070647	10/20/2010
MW OH	ALL CITY MANAGEMENT SI 9/12-9/25 CROSSING GUARD V000005		103041-6099 Other Professional Services	Vendor Total: TK1108A	125.00 7,873.60	20658	P03640	00070828	11/16/2010
MW OH	ALL CITY MANAGEMENT SI 9/26-10/9 CROSSING GUARD V000005		103041-6099 Other Professional Services	Vendor Total: TK1108A	7,873.60 20788		P03640	00070828	11/16/2010
MW OH	ALTERNATIVE HOSE INC V005320	HOSE ASSEMBLY FAB	0043-1505 Auto Supply Inventory	Vendor Total: TK1108A	15,747.20 4.74	5177107	P03835	00070829	11/16/2010
MW OH	ALVAREZ, DONNA V007270	DEPOSIT REFUND - TRJ CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK1108A	4.74 50.00	65250		00070830	11/16/2010
MW IP	AMERICAN PLANNING ASS/ APA MEMBERSHIP DUES V000010		102531-6255 Dues & Memberships	Vendor Total: ITK1027A	50.00 275.00	100710	P04192	00070684	10/28/2010
MW OH	ANAHEIM FULLERTON TOW AUG TOWING FEES V006631		103041-6181 Towing Services	Vendor Total: TK1108D	275.00 4,290.00	AUG 10	P04388	00070831	11/16/2010
MW OH	ANAHEIM FULLERTON TOW AUG TOWING SERVICES-AUCTION V006631		103041-6181 Towing Services	Vendor Total: TK1108D	2,541.00 5,610.00	AUG 10 JULY 10	P04388 P04414	00070831	11/16/2010
MW OH	ANAHEIM FULLERTON TOW JULY TOWING FEES V006631		103041-6183 CSUF PD Reimburse Impound Fec	Vendor Total: TK1108D	3,085.50 3,085.50	JULY 10	P04414	00070831	11/16/2010

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	V006631		CSUF PD Reimburse Impound Fet						
MW IP	ANDERSON, CHRIS V002769	DRIVING FORCE CLASS	103042-6250 Staff Training	Vendor Total: ITK1014	15,526.50	15.60 111510		00070638	10/20/2010
MW OH	ANTHEM LIFE INSURANCE · NOV V000046	OPTIONAL LIFE INSURANCE	0010-2186 Optional Life Insurance	Vendor Total: TK1108A	15.60	5.00 11012010		00070832	11/16/2010
MW OH	ANTOHE, MARIANA V007297	CLASS REFUND	100000-4340 / 79228-4340 Recreation Programs	Vendor Total: TK1108A	5.00	56.00 65402		00070833	11/16/2010
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	Vendor Total: TK1108A	56.00	158.00 589-5004287	P03860	00070834	11/16/2010
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK1108A	64.59	589-5004288	P03860	00070834	11/16/2010
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK1108A	155.99	589-5010643	P03860	00070834	11/16/2010
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK1108A	95.34	589-5010644	P03860	00070834	11/16/2010
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK1108A	155.99	589-5016933	P03860	00070834	11/16/2010
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK1108A	64.59	589-5016934	P03860	00070834	11/16/2010
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK1108A	155.99	589-5023389	P03860	00070834	11/16/2010
MW OH	ARAMARK UNIFORM SERV V004232	UNIFORM SERVICE	103650-6360 Uniforms	TK1108A	95.34	589-5023390	P03860	00070834	11/16/2010
MW IP	ARCZYNSKI, ANDREW V V005588	OCT LEGAL SERVICES	101005-6005 Legal Services	Vendor Total: ITK1104A	945.83	20,674.89 103110	P04125	00070783	11/04/2010

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MW IP	ARNIE PIKE AND BARBOSA V007266	FULL/FINAL PAYMENT FOR STIPU Liability Claims	404582-6210	ITK1021A	20,674.89	102010	P04263	00070648	10/20/2010
				<b>Vendor Total:</b>	150,000.00	65352			
MW OH	ARVIZU, VERONICA V007278	DEPOSIT REFUND - WHITTEN Facility Rental	100000-4385 / 79195-4385	TK1108A	150,000.00			00070835	11/16/2010
				<b>Vendor Total:</b>	150.00				
MW IP	AT & T V006635	MONTHLY PHONE CHARGES	431010-6215 Telephone	ITK1027A	10.75	092510		00070685	10/28/2010
MW IP	AT & T V006635	MONTHLY PHONE CHARGES	431010-6215 Telephone	ITK1104A	4.71	102510		00070784	11/04/2010
				<b>Vendor Total:</b>	15.46				
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	ITK1104A	247.43	091710		00070785	11/04/2010
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	ITK1104A	4,170.41	091710		00070785	11/04/2010
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	ITK1104A	2,613.91	100310		00070785	11/04/2010
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	0010-1220 Accs Rec/Plac Library Dist	ITK1104A	72.68	100310		00070785	11/04/2010
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	ITK1104A	35,799.63	100310		00070785	11/04/2010
				<b>Vendor Total:</b>	42,904.06				
MW OH	ATHENS SERVICES V006622	SEPT STREET SWEEPING	374387-6099 Other Professional Services	TK1108A	11,340.19	3899190910	P03862	00070836	11/16/2010
				<b>Vendor Total:</b>	11,340.19				
MW IP	AUDIO VIDEO SERVICES V000056	REPAIR SPEAKERS IN PD	103043-6137 Repair Maint/Equipment	ITK1027A	200.00	8882	P04212	00070686	10/28/2010
				<b>Vendor Total:</b>	200.00				
MW IP	B & M LAWN & GARDEN CE	SMALL EQUIPMENT	0043-1505	ITK1027A	12.54	552969	P03845	00070687	10/28/2010

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	V000127		Auto Supply Inventory						
MW IP	B & M LAWN & GARDEN CE SMALL EQUIPMENT V000127		0043-1505 Auto Supply Inventory	ITK1027A	58.37	552974	P03845	00070687	10/28/2010
MW IP	B & M LAWN & GARDEN CE SMALL EQUIPMENT V000127		0043-1505 Auto Supply Inventory	ITK1027A	305.88	558247	P03845	00070687	10/28/2010
			<b>Vendor Total:</b>		<b>376.79</b>				
MW IP	BANDA, FRANCISCO V007307	SETTLEMENT 6561 A00172	404582-6210 Liability Claims	ITK1104A	5,677.31	110310	P04359	00070786	11/04/2010
			<b>Vendor Total:</b>		<b>5,677.31</b>				
MW OH	BARRETT, PRISCILLA V006370	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1108A	100.00	65354		00070837	11/16/2010
MW OH	BARRETT, PRISCILLA V006370	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK1108A	150.00	65431		00070837	11/16/2010
			<b>Vendor Total:</b>		<b>250.00</b>				
MW IP	BATTERY SYSTEMS V002360	BATTERIES	0043-1505 Auto Supply Inventory	ITK1104A	-103.49	11-234050	P03807	00070787	11/04/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES	0043-1505 Auto Supply Inventory	ITK1104A	-31.54	11-234600	P03807	00070787	11/04/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES & SUPPLIES	0043-1505 Auto Supply Inventory	ITK1027A	190.25	11-236667	P03807	00070688	10/28/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES & SUPPLIES	0043-1505 Auto Supply Inventory	ITK1027A	176.81	11-237223	P03807	00070688	10/28/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES & SUPPLIES	0043-1505 Auto Supply Inventory	ITK1027A	90.56	11-237319	P03807	00070688	10/28/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES & SUPPLIES	0043-1505 Auto Supply Inventory	ITK1027A	216.13	11-237559	P03807	00070688	10/28/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES	0043-1505 Auto Supply Inventory	ITK1104A	54.38	11-237977	P03807	00070787	11/04/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES & SUPPLIES	0043-1505 Auto Supply Inventory	ITK1027A	259.13	11-238187	P03807	00070688	10/28/2010

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MW IP	BATTERY SYSTEMS V002360	BATTERIES	0043-1505 Auto Supply Inventory	ITK1104A	270.15	11-238427	P03807	00070787	11/04/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES & SUPPLIES	0043-1505 Auto Supply Inventory	ITK1027A	207.13	11-239559	P03807	00070688	10/28/2010
MW IP	BATTERY SYSTEMS V002360	BATTERIES & SUPPLIES	0043-1505 Auto Supply Inventory	ITK1027A	182.66	11-239714	P03807	00070688	10/28/2010
			<b>Vendor Total:</b>		<b>1,512.17</b>				
MW OH	BETA SIGMA PHI V007298	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	TK1108A	25.00	100910		00070838	11/16/2010
			<b>Vendor Total:</b>		<b>25.00</b>				
MW OH	BLUE FIRE CREATIVE V006684	HISTORY WALL DESIGN	0044-2065 Historical Committee	TK1108A	3,154.51	239	P04357	00070839	11/16/2010
			<b>Vendor Total:</b>		<b>3,154.51</b>				
MW IP	BOORMAN, ROY V002064	FALL CONTRACT INSTRUCTOR PA	104071-6060 / 79248-6060 Instructional Services	ITK1104A	91.65	FALL 10	P04379	00070788	11/04/2010
			<b>Vendor Total:</b>		<b>91.65</b>				
MW OH	BOYS & GIRLS CLUB OF BR V001160	BEER GARDEN PROCEEDS	0044-2040 / 79392-2040 Special Deposits	TK1108A	613.00	110210	P04405	00070840	11/16/2010
			<b>Vendor Total:</b>		<b>613.00</b>				
MW OH	BRAGER, ALLEN V007279	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK1108A	150.00	65350		00070841	11/16/2010
			<b>Vendor Total:</b>		<b>150.00</b>				
MW OH	BREA TROPHY AND ENGRA V004181	BAND REVIEW AWARDS	0044-2067 / 79392-2067 Heritage Committee	TK1108A	1,415.26	10915	P04153	00070842	11/16/2010
			<b>Vendor Total:</b>		<b>1,415.26</b>				
MW OH	BREA TROPHY AND ENGRA V004181	BAND REVIEW AWARDS	0044-2067 / 79392-2067 Heritage Committee	TK1108A	85.37	10937	P04153	00070842	11/16/2010
			<b>Vendor Total:</b>		<b>85.37</b>				
MW OH	BUREAU VERITAS NORTH / V004481	ENGIN SERVICES/OC GATEWAY P	333552-6185 / 61056-6185 Construction Services	TK1108A	3,937.50	1097440	P04168	00070843	11/16/2010
			<b>Vendor Total:</b>		<b>1,500.63</b>				

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			<b>Vendor Total:</b>		<b>3,937.50</b>				
MW IP	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	103550-6315 Office Supplies	ITK1027A	163.98	16400	P03720	00070689	10/28/2010
MW IP	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	103550-6315 Office Supplies	ITK1027A	25.72	16401	P03720	00070689	10/28/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	103650-6315 Office Supplies	TK1108A	99.88	17077	P03864	00070844	11/16/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	102020-6315 Office Supplies	TK1108A	23.26	17138	P03896	00070844	11/16/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	RECYCLED PAPER	374386-6315 Office Supplies	TK1108A	426.54	17096	P03954	00070844	11/16/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	104070-6315 Office Supplies	TK1108A	105.73	17178	P04064	00070844	11/16/2010
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	102020-6315 Office Supplies	TK1108A	552.41	16968	P04266	00070844	11/16/2010
			<b>Vendor Total:</b>		<b>1,397.52</b>				
MW IP	BUTZLAFF, TROY V005326	NOV MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	ITK1104A	100.00	NOV 10		00070789	11/04/2010
MW IP	BUTZLAFF, TROY V005326	NOV TELECOMMUNICATION ALL	101511-6215 Telephone	ITK1104A	100.00	NOV 2010		00070789	11/04/2010
MW IP	BUTZLAFF, TROY V005326	TRAVEL REIMBURSEMENT	101001-6245 Meetings & Conferences	ITK1027A	20.59	100410	P04277	00070690	10/28/2010
			<b>Vendor Total:</b>		<b>220.59</b>				
MW OH	C.A.P.E ACCOUNTING V006595	MEMBERSHIP TO CAPE	103043-6255 / 50100-6255 Dues & Memberships	TK1108A	90.00	102510	P04285	00070845	11/16/2010
			<b>Vendor Total:</b>		<b>90.00</b>				
MW OH	C2 REPROGRAPHICS V004106	PRINTING-BRADFORD/MADISON I	333552-6185 / 6100440600-6185 Construction Services	TK1108A	958.34	379333	P04351	00070846	11/16/2010
MW OH	C2 REPROGRAPHICS V004106	PRINTING-ET POWELL PROJECT B	333554-6015 / 6104315023-6015 Engineering Services	TK1108E	302.10	373759	P04355	00070846	11/16/2010

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MW OH	CALIFORNIA FORENSIC PHI 26 BLOOD DRAWS V000232		103040-6055 Medical Services	Vendor Total: TK1108A	1,260.44	10.28.10	P03642	00070847	11/16/2010
MW OH	CALIFORNIA PEACE OFFICE MEMBERSHIP DUES V000208		103040-6255 Dues & Memberships	Vendor Total: TK1108B	1,516.00	CPOA180	P04313	00070848	11/16/2010
MW OH	CALIFORNIA PEACE OFFICE MEMBERSHIP DUES V000208		103041-6255 Dues & Memberships	TK1108B	85.00	CPOA180	P04313	00070848	11/16/2010
MW IP	CALIFORNIA PUBLIC EMPLO NOV MEDICAL INSURANCE PREM V006234		395083-5161 Health Insurance Premiums	Vendor Total: ITK1021A	1,275.00	H20101105000C		00070649	10/20/2010
MW IP	CALIFORNIA PUBLIC EMPLO NOV MEDICAL INSURANCE PREM V006234		395000-4715 ISF Health Ins Reimbursement	ITK1021A	104,216.55	H20101105000C		00070649	10/20/2010
MW OH	CALIFORNIA STATE DISBUJ P/E 10/16/10 PD DATE V004813		0048-2196 Garnishments W/H	Vendor Total: PY10022	116,168.58	2700/1001022		00070670	10/22/2010
MW OH	CALIFORNIA STATE DISBUJ P/E 10/16/10 PD DATE V004813		0029-2196 Garnishments W/H	PY10022	55.39	2700/1001022		00070670	10/22/2010
MW OH	CALIFORNIA STATE DISBUJ P/E 10/16/10 PD DATE V004813		0010-2196 Garnishments W/H	PY10022	1,748.16	2700/1001022		00070670	10/22/2010
MW OH	CALIFORNIA STATE DISBUJ P/E 10/30/10 PD DATE V004813		0010-2196 Garnishments W/H	PY10023	1,748.15	2700/1001023		00070771	11/05/2010
MW OH	CALIFORNIA STATE DISBUJ P/E 10/30/10 PD DATE V004813		0048-2196 Garnishments W/H	PY10023	83.11	2700/1001023		00070771	11/05/2010
MW OH	CALIFORNIA STATE DISBUJ P/E 10/30/10 PD DATE V004813		0029-2196 Garnishments W/H	PY10023	55.39	2700/1001023		00070771	11/05/2010
MW OH	CALIFORNIA STATE UNIVEI JULY CSUF PD IMPOUND FEES V006510		103041-6183 / 50208-6183 CSUF PD Reimburse Impound Fex	Vendor Total: TK1108A	3,773.30				
MW OH	CALIFORNIA STATE UNIVEI AUG CSUF PD IMPOUND FEES		103041-6183 / 50208-6183	TK1108A	1,888.79	JULY CSUF PD	P04412	00070849	11/16/2010
MW OH	CALIFORNIA STATE UNIVEI AUG CSUF PD IMPOUND FEES		103041-6183 / 50208-6183	TK1108A	533.30	JULY CSUF PD	P04413	00070849	11/16/2010

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	V006510		CSUF PD Reimburse Impound Fax						
MW IP	CALIFORNIA YELLOW V003323	SEPT TRANSPORTATION	101572-6401 Community Programs	<b>Vendor Total:</b> ITK1021A	<b>2,422.09</b> 4,061.20	SEPT 2010	P04258	00070650	10/20/2010
MW IP	CALVARY CHURCH OF PLA V007272	REISSUE REFUND CHECK	100000-4385 / 79188-4385 Facility Rental	<b>Vendor Total:</b> ITK1027A	<b>4,061.20</b> 100.00	62388		00070691	10/28/2010
MW IP	CARDENAS, JOEL V002648	NOV MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	<b>Vendor Total:</b> ITK1104A	<b>100.00</b> 50.00	NOV 10		00070790	11/04/2010
MW OH	CARWASH OF AMERICA V000771	PATROL DIV CAR WASHES	103041-6134 Vehicle Repair & Maintenance	<b>Vendor Total:</b> TK1108A	<b>50.00</b> 506.51	0902	P03643	00070850	11/16/2010
MW OH	CARWASH OF AMERICA V000771	INVEST DIV CAR WASHES	103042-6134 Vehicle Repair & Maintenance	TK1108A	31.96	0902	P03643	00070850	11/16/2010
MW OH	CARWASH OF AMERICA V000771	SUPPORT SRVS CAR WASH	103043-6134 Vehicle Repair & Maintenance	TK1108A	46.95	0902	P03643	00070850	11/16/2010
MW OH	CARWASH OF AMERICA V000771	PD ADMIN CAR WASH	103040-6134 Vehicle Repair & Maintenance	TK1108A	23.97	0902	P03643	00070850	11/16/2010
MW OH	CARWASH OF AMERICA V000771	OCT CITY CAR WASHES	433658-6301 Special Department Supplies	TK1108A	59.94	0903	P03785	00070850	11/16/2010
MW OH	CARWASH OF AMERICA V000771	OCT CITY CAR WASHES	433658-6301 Special Department Supplies	TK1108B	13.99	100310	P03785	00070850	11/16/2010
MW OH	CERTIFION CORPORATION V003588	SEPT EPO PRO ACCESS	103042-6299 Other Purchased Services	<b>Vendor Total:</b> TK1108A	<b>683.32</b> 104.95	36339	P03656	00070851	11/16/2010
MW OH	CHANG, EMMY V007319	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	<b>Vendor Total:</b> TK1108A	<b>104.95</b> 100.00	65252		00070852	11/16/2010
MW OH	CHANG, EMMY	FULL REFUND - TRI CITY	100000-4385 / 79188-4385	TK1108A	90.00	65255		00070852	11/16/2010

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	V007319		Facility Rental						
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVAL	103655-6301 Special Department Supplies	TK1108A	190.00 384.98	26580	P03857	00070853	11/16/2010
MW OH	CHEVRON AND TEXACO BU V000224	POLICE FUEL - TRAFFIC	103041-6345 Gasoline & Diesel Fuel	TK1108B	384.98 790.82	26934240	P03644	00070854	11/16/2010
MW OH	CHEVRON AND TEXACO BU V000224	POLICE FUEL - INVESTIGATION	103042-6345 Gasoline & Diesel Fuel	TK1108B	602.69	26934240	P03644	00070854	11/16/2010
MW OH	CHEVRON AND TEXACO BU V000224	POLICE FUEL	103040-6345 Gasoline & Diesel Fuel	TK1108B	270.29	26934240	P03644	00070854	11/16/2010
MW IP	CITY CLERK MANAGEMENT V007045	OCT 1-15 CITY CLERK SVCS	101002-6099 Other Professional Services	ITK1021A	1,663.80 975.00	10-08	P03676	00070651	10/20/2010
MW IP	CITY CLERK MANAGEMENT V007045	OCT 16-31 CITY CLERK SVCS	101002-6099 Other Professional Services	ITK1104A	1,987.50	10-09	P03676	00070791	11/04/2010
MW IP	CITY CLERK MANAGEMENT V007045	SEPT 16-30 CITY CLERK SVCS	101002-6099 Other Professional Services	ITK1021A	1,350.00	10-7	P03676	00070651	10/20/2010
MW OH	CITY OF ANAHEIM V000021	PROSECUTE 7 CASES	101005-6005 Legal Services	TK1108B	4,312.50 455.00	CA0010031	P03645	00070855	11/16/2010
MW OH	CITY OF CLAREMONT V006053	LEGAL SERVICES	101005-6005 Legal Services	TK1108B	455.00 24.64	34245	P03671	00070856	11/16/2010
MW OH	CITY OF LA HABRA V000600	1ST QTR COURT LIASION SRVS	103043-6290 Dept. Contract Services	TK1108B	24.64 5,900.00	LH 11-301-AR	P03646	00070857	11/16/2010
MW IP	CITY OF TUSTIN	OCHRC HOLIDAY LUNCHEON	101512-6250	ITK1104A	5,900.00 66.00	110410	P04360	00070792	11/04/2010

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	V005980		Staff Training						
	<b>Vendor Total: 66.00</b>								
MW OH	V005847	CLEAR CHOICE LIEN SALES CSUF PD IMPOUND LEIN SERVICE	103041-6182 / 50208-6182 Lien Services	TK1108B	13.00	226-1	P04389	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES CSUF PD IMPOUND LEIN SERVICE	103041-6182 / 50208-6182 Lien Services	TK1108B	13.00	234-3	P04389	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES CSUF PD IMPOUND LEIN SERVICE	103041-6182 / 50208-6182 Lien Services	TK1108B	13.00	246-1	P04389	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES CSUF PD LEIN SERVICES	103041-6182 / 50208-6182 Lien Services	TK1108B	20.00	7711	P04389	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES LEIN SERVICES	103041-6182 Lien Services	TK1108B	247.00	237-1	P04390	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES LEIN SERVICES	103041-6182 Lien Services	TK1108B	130.00	242	P04390	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES LEIN SERVICES	103041-6182 Lien Services	TK1108B	182.00	246-2	P04390	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES LEIN SERVICES	103041-6182 Lien Services	TK1108B	60.00	3284	P04390	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103041-6182 Lien Services	TK1108B	260.00	221	P04415	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103041-6182 Lien Services	TK1108B	13.00	222	P04415	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103041-6182 Lien Services	TK1108B	403.00	226	P04415	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103041-6182 Lien Services	TK1108B	13.00	227	P04415	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103041-6182 Lien Services	TK1108B	208.00	229	P04415	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103041-6182 Lien Services	TK1108B	273.00	234-2	P04415	00070858	11/16/2010
MW OH	V005847	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES	103041-6182 Lien Services	TK1108B	60.00	3280	P04415	00070858	11/16/2010

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	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103041-6182 Lien Services	TK1108B	360.00	3281	P04415	00070858	11/16/2010
			<b>Vendor Total:</b>		<b>2,268.00</b>				
MW OH	COMMERCIAL AQUATIC SE GOMEZ POOL SERV V005203		104071-6130 / 79169-6130 Repair & Maint/Facilities	TK1108B	300.00	46148	P03710	00070859	11/16/2010
MW OH	COMMERCIAL AQUATIC SE SEPT POOL SERVICE V005203		104071-6130 / 79196-6130 Repair & Maint/Facilities	TK1108B	300.00	476147	P03711	00070859	11/16/2010
MW OH	COMMERCIAL AQUATIC SE CHEMICAL DELIVERY V005203		104071-6130 / 79196-6130 Repair & Maint/Facilities	TK1108B	543.75	46232	P03894	00070859	11/16/2010
			<b>Vendor Total:</b>		<b>1,143.75</b>				
MW OH	COMMUNITY HEALTH CHA P/E 10/16/10 PD DATE 10/22/10 V000192		0037-2194 CHAD	PY10022	1.00	2640/1001022		00070671	10/22/2010
MW OH	COMMUNITY HEALTH CHA P/E 10/16/10 PD DATE 10/22/10 V000192		0010-2194 CHAD	PY10022	20.75	2640/1001022		00070671	10/22/2010
MW OH	COMMUNITY HEALTH CHA P/E 10/16/10 PD DATE 10/22/10 V000192		0048-2194 CHAD	PY10022	0.75	2640/1001022		00070671	10/22/2010
MW OH	COMMUNITY HEALTH CHA P/E 10/16/10 PD DATE 10/22/10 V000192		0029-2194 CHAD	PY10022	0.50	2640/1001022		00070671	10/22/2010
MW OH	COMMUNITY HEALTH CHA P/E 10/30/10 PD DATE 11/5/10 V000192		0010-2194 CHAD	PY10023	20.75	2640/1001023		00070772	11/05/2010
MW OH	COMMUNITY HEALTH CHA P/E 10/30/10 PD DATE 11/5/10 V000192		0029-2194 CHAD	PY10023	0.50	2640/1001023		00070772	11/05/2010
MW OH	COMMUNITY HEALTH CHA P/E 10/30/10 PD DATE 11/5/10 V000192		0037-2194 CHAD	PY10023	1.00	2640/1001023		00070772	11/05/2010
MW OH	COMMUNITY HEALTH CHA P/E 10/30/10 PD DATE 11/5/10 V000192		0048-2194 CHAD	PY10023	0.75	2640/1001023		00070772	11/05/2010
			<b>Vendor Total:</b>		<b>46.00</b>				
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1224 AR/City of Fullerton	TK1108B	36.96	3859-01923		00070860	11/16/2010

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MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1228 AR/County of Orange	TK1108B	31.35	3859-01928		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1232 Accts Rec/Other Agencies	TK1108B	61.60	3859-01929		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1232 Accts Rec/Other Agencies	TK1108B	47.50	3859-01933		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1232 Accts Rec/Other Agencies	TK1108B	10.27	3859-01935		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1226 AR/City of Yorba Linda	TK1108B	71.26	3859-01936		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1232 Accts Rec/Other Agencies	TK1108B	48.50	3859-01940		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1224 AR/City of Fullerton	TK1108B	23.43	3859-01942		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1226 AR/City of Yorba Linda	TK1108B	36.38	3859-01950		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		0010-1232 Accts Rec/Other Agencies	TK1108B	23.75	3859-01954		00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	170.00	3859-01916	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	163.50	3859-01917	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	133.00	3859-01918	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	332.50	3859-01919	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	332.50	3859-01920	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	422.50	3859-01921	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	422.50	3859-01922	P04201	00070860	11/16/2010

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	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	75.05	3859-01923	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	136.36	3859-01924	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	95.01	3859-01925	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	82.14	3859-01926	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	48.50	3859-01927	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	63.66	3859-01928	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	20.54	3859-01929	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	95.01	3859-01930	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	95.01	3859-01931	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	82.14	3859-01932	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	47.51	3859-01933	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	95.01	3859-01934	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	71.87	3859-01935	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	23.75	3859-01936	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	82.14	3859-01937	P04201	00070860	11/16/2010

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MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	97.00	3859-01938	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	95.00	3859-01939	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	145.50	3859-01940	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	48.50	3859-01941	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	47.58	3859-01942	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	194.00	3859-01943	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	221.51	3859-01944	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	97.00	3859-01945	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	293.51	3859-01946	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	97.00	3859-01947	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	199.50	3859-01948	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	416.08	3859-01949	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	109.12	3859-01950	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	116.03	3859-01951	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	48.50	3859-01952	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	490.40	3859-01953	P04201	00070860	11/16/2010

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	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	71.25	3859-01954	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	291.00	3859-01955	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	333.19	3859-01956	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	266.00	3859-01957	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	776.58	3859-01958	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	48.50	3859-01959	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	199.50	3859-01960	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	133.00	3859-01961	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	48.50	3859-01962	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	48.50	3859-01963	P04201	00070860	11/16/2010
MW OH	COMPUTER SERVICES COM SEPT TRAFFIC SIGNAL V000258		103652-6099 Other Professional Services	TK1108B	108.53	3859-01964	P04201	00070860	11/16/2010
			<b>Vendor Total:</b>		<b>8,521.98</b>				
MW OH	CONSOLIDATED REPROGR/ PRINTING - MAINT FORMS V001059		103550-6230 Printing & Binding	TK1108B	124.88	61335	P04288	00070862	11/16/2010
			<b>Vendor Total:</b>		<b>124.88</b>				
MW OH	COUNTY OF ORANGE TREA OCT OCATS SRVS V000715		103043-6299 Other Purchased Services	TK1108B	784.00	SH27805	P03647	00070863	11/16/2010
MW IP	COUNTY OF ORANGE TREA 09/10 OVERAPPORTIONMENT TAX	100000-4016		ITK1027A	2,298.83	TU0238	P04269	00070693	10/28/2010

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	V000715		Supplemental Roll/Prior Year						
MW IP	COUNTY OF ORANGE TREA V000715	08/09 OVERAPPORTIONMENT TAX	100000-4016 Supplemental Roll/Prior Year	ITK1027A	321.91	TU0225A	P04270	00070693	10/28/2010
MW IP	COUNTY OF ORANGE TREA V000715	LAFCO COST SEC 5638 I	101001-6255 Dues & Memberships	ITK1027A	4,850.42	GA00085	P04291	00070693	10/28/2010
MW OH	COUNTY OF ORANGE TREA V000715	1ST QUARTER 800 MHZ CHARGES	103043-6137 Repair Maint/Equipment	TK1108B	5,074.54	SC04942	P04315	00070863	11/16/2010
			<b>Vendor Total:</b>		<b>13,329.70</b>				
MW IP	CRADDOCK, KATHERINE V006342	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	ITK1027A	100.00	102810		00070694	10/28/2010
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	CREATIVE BENEFITS INC V000283	P/E 10/16/10 PD DATE 10/22/10	0010-2188 Health Care SSA	PY10022	159.61	2655/1001022		00070672	10/22/2010
MW OH	CREATIVE BENEFITS INC V000283	P/E 10/30/10 PD DATE 11/5/10	0010-2188 Health Care SSA	PY10023	159.61	2655/1001023		00070773	11/05/2010
			<b>Vendor Total:</b>		<b>319.22</b>				
MW OH	CTS APPLIANCE V000222	RELEASE 20% GRADING BOND 10:	0044-2042 Construction Deposits	TK1108B	11,527.20	102710	P04295	00070864	11/16/2010
			<b>Vendor Total:</b>		<b>11,527.20</b>				
MW OH	DATA TICKET INC. V006119	AUG CODE CITATION PROCESSING	102533-6290 Dept. Contract Services	TK1108B	615.60	32891	P03998	00070865	11/16/2010
MW OH	DATA TICKET INC. V006119	SEPT CODE CITATION PROCESSING	102533-6290 Dept. Contract Services	TK1108B	774.25	33222	P03998	00070865	11/16/2010
			<b>Vendor Total:</b>		<b>1,389.85</b>				
MW IP	DE LA TORRE, EDUARDO V003527	NOV MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	ITK1104A	25.00	NOV 10		00070793	11/04/2010
MW IP	DE LA TORRE, EDUARDO V003527	NOV MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	ITK1104A	5.00	NOV 10		00070793	11/04/2010
MW IP	DE LA TORRE, EDUARDO V003527	NOV MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	ITK1104A	20.00	NOV 10		00070793	11/04/2010

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MW IP	DEBLIEUX, MICHAEL V007291	REFUND - PARKING CITAITON	100000-4325 Parking Permit Fees	Vendor Total: ITK1027A	50.00 150.00	102810		00070695	10/28/2010
MW IP	DEPARTMENT OF JUSTICE V000213	JULY MASSAGE TECH LIVESCANS	0044-2052 Massage Testing Fee	Vendor Total: ITK1021A	150.00 64.00	804399	P04148	00070652	10/20/2010
MW IP	DEPARTMENT OF JUSTICE V000213	JULY LIVE SCAN PROCESSING	101512-6099 Other Professional Services	ITK1021A	98.00	804399	P04148	00070652	10/20/2010
MW IP	DEPARTMENT OF JUSTICE V000213	AUG MASSAGE TECH LIVESCANS	0044-2052 Massage Testing Fee	ITK1021A	32.00	809207	P04148	00070652	10/20/2010
MW IP	DEPARTMENT OF JUSTICE V000213	AUG LIVE SCAN PROCESSING	101512-6099 Other Professional Services	ITK1021A	64.00	809207	P04148	00070652	10/20/2010
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCANS	0044-2052 Massage Testing Fee	TK1108B	32.00	814326	P04148	00070866	11/16/2010
MW OH	DFS FLOORING INC V000099	OCT CARPET CLEANING	433654-6130 Repair & Maint/Facilities	Vendor Total: TK1108B	290.00 605.00	300098-65	P03879	00070867	11/16/2010
MW OH	DIAZ, JURY V007280	DEPOSIT REFUND-BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	Vendor Total: TK1108B	605.00 150.00	65351		00070868	11/16/2010
MW IP	DISTINGUISHED PEST CON V003466	PEST CONTROL	433654-6130 Repair & Maint/Facilities	Vendor Total: ITK1027A	150.00 965.00	6996	P03878	00070696	10/28/2010
MW OH	DOG SERVICES UNLIMITED V002335	FALL INSTRUCTOR PAYMENT	104071-6060 / 79216-6060 Instructional Services	Vendor Total: TK1108B	965.00 431.60	FALL 2010	P04381	00070869	11/16/2010
MW IP	DRINOVSKY, STEPHEN V005729	NOV MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	431.60 75.00	NOV 10		00070795	11/04/2010
MW IP	DRINOVSKY, STEPHEN	NOV MONTHLY EXPENSES	483556-5001	ITK1104A	25.00	NOV 10		00070795	11/04/2010

User: Teri Knuison

Report: AP: Warrant List

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	V005729		Salaries/Full-Time Regular						
MW OH	DUDEK & ASSOCIATES INC V004114	ENGINEERING SRVS	484356-6017 Special Studies	TK1108B	100.00	20102655	P04346	00070870	11/16/2010
MW OH	DUDEK & ASSOCIATES INC V004114	ENGINEERING SRVS	484356-6017 Special Studies	TK1108B	1,760.00	20103044	P04346	00070870	11/16/2010
MW IP	E.B.A. & M CORP V000362	OCT DENTAL INSURANCE PREMIL	395083-5162 Dental Insurance Premiums	Vendor Total: ITK1014	2,640.00	511.75 OCT 10		00070639	10/20/2010
MW IP	E.B.A. & M CORP V000362	OCT DENTAL INSURANCE PREMIL	395000-4720 ISF Dental Ins Reimbursement	ITK1014	425.50	OCT 10		00070639	10/20/2010
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 10/16/10 PD DATE 10/22/10	0029-2196 Garnishments W/H	Vendor Total: PY10022	937.25	31.27 2711/1001022		00070673	10/22/2010
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 10/16/10 PD DATE 10/22/10	0048-2196 Garnishments W/H	PY10022	46.91	2711/1001022		00070673	10/22/2010
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 10/16/10 PD DATE 10/22/10	0010-2196 Garnishments W/H	PY10022	551.94	2711/1001022		00070673	10/22/2010
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 10/30/10 PD DATE 11/5/10	0010-2196 Garnishments W/H	PY10023	551.94	2711/1001023		00070774	11/05/2010
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 10/30/10 PD DATE 11/5/10	0048-2196 Garnishments W/H	PY10023	46.91	2711/1001023		00070774	11/05/2010
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 10/30/10 PD DATE 11/5/10	0029-2196 Garnishments W/H	PY10023	31.27	2711/1001023		00070774	11/05/2010
MW OH	EL DORADO HIGH SCHOOL V006563	DONATION-VOLUNTEER SRVS	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK1108B	1,260.24	100.00 100910	P04303	00070871	11/16/2010
MW IP	EMPIRE PIPE CLEANING AN V003109	SEWER CLEANING	484376-6120 R & M/Sewer & Storm Drain	Vendor Total: ITK1027A	100.00	21,519.45 8529	P03866	00070697	10/28/2010

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MW OH	ENTERPRISE FLEET SERVIC V003312	OCT PD CAR LEASE	103042-6165 / 50070-6165 Vehicle Rental	TK1108B	1,842.51	FBN1840900	P03648	00070872	11/16/2010
<b>Vendor Total:</b>					<b>21,519.45</b>				
MW IP	ESCARSEGA, KATHERINE A V007265	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	ITK1021A	38.00	PK427476		00070653	10/20/2010
MW IP	ESCARSEGA, KATHERINE A V007265	PARKING CITATION REFUND	0044-2038 Parking Fines	ITK1021A	5.00	PK427476		00070653	10/20/2010
MW IP	ESCARSEGA, KATHERINE A V007265	ENVIRONMENTAL CONSULTING S	333554-6015 / 6104315023-6015 Engineering Services	ITK1027A	400.00	2569	P04280	00070698	10/28/2010
<b>Vendor Total:</b>					<b>443.00</b>				
MW OH	EVAN'S GUNSMITHING'S V003336	SH RANGE FEE 9/18/10	103043-6160 / 50040-6160 Facility Rental	TK1108B	50.00	4862	P04314	00070873	11/16/2010
MW IP	EVERGREEN OIL INC V000364	WASTE OIL PICKUP	433658-6285 Hazardous Materials Disposal	ITK1027A	65.00	550475	P03809	00070699	10/28/2010
<b>Vendor Total:</b>					<b>50.00</b>				
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK1027A	362.26	157982	P03840	00070700	10/28/2010
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK1027A	175.71	158475	P03840	00070700	10/28/2010
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK1027A	674.52	C18641	P03840	00070700	10/28/2010
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK1027A	2,650.98	C18646	P03840	00070700	10/28/2010
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK1027A	49.87	C18685	P03840	00070700	10/28/2010
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK1027A	106.90	C18918	P03840	00070700	10/28/2010
<b>Vendor Total:</b>					<b>4,020.24</b>				

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MW OH	FARRER, DEBORAH V007274	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1108C	50.00	65283		00070874	11/16/2010
MW OH	FEDEX V000394	OVERNIGHT SHIPPING	102020-6325 Postage	Vendor Total: TK1108C	50.00 25.73	7-243-44529	P04267	00070875	11/16/2010
MW OH	FERGUSON PRAET & SHERA V000396	PROFESSIONAL SERVICES McCLA	101005-6005 Legal Services	Vendor Total: TK1108C	25.73 1,131.50	14059	P04312	00070876	11/16/2010
MW OH	FLEET COMPUTING INTERN V000403	ANNUAL SERV/MAINT PLAN	0043-1505 Auto Supply Inventory	Vendor Total: TK1108C	1,131.50 625.00	4058	P04340	00070877	11/16/2010
MW OH	FLEET SERVICES V007269	FLEET GASOLINE	433658-6345 Gasoline & Diesel Fuel	Vendor Total: TK1108C	625.00 968.20	24279741	P04341	00070878	11/16/2010
MW IP	FOTO-HALL INC V000388	DEVELOP FILM FOR CASE 10-3470	103043-6301 / 50081-6301 Special Department Supplies	Vendor Total: ITK1027A	968.20 14.56	252304	P04213	00070701	10/28/2010
MW IP	FRANTOM, MELINA V005136	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	Vendor Total: ITK1027A	14.56 100.00	102810		00070702	10/28/2010
MW OH	FRATI GELATO CAFE V007299	DEPOSIT REFUND - HERITAGE	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK1108C	100.00 25.00	100910		00070879	11/16/2010
MW IP	FRAZEE INDUSTRIES V006621	PAINT	103655-6130 Repair & Maint/Facilities	Vendor Total: ITK1104A	25.00 617.44	307287	P04347	00070796	11/04/2010
MW OH	FRAZEE, KATHLEEN R. V000417	REIMBURSEMENT-PRINTING COS	0044-2065 Historical Committee	Vendor Total: TK1108C	617.44 130.50	110410	P04358	00070880	11/16/2010

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MW IP	FUN WITH HORSES V002779	FALL CONTRACT INSTRUCTOR PA	104071-6060 / 79232-6060 Instructional Services	Vendor Total: ITK1104A	130.50	FALL 10	P04378	00070797	11/04/2010
MW OH	GAIL MATERIALS INC V000430	BASEBALL FIELD SUPPLIES	103655-6301 Special Department Supplies	Vendor Total: TK1108C	222.30	60118	P03877	00070881	11/16/2010
MW IP	GAS CO, THE V000909	MONTHLY GAS CHARGES	431010-6340 Natural Gas	Vendor Total: ITK1027A	522.00	101910		00070703	10/28/2010
MW IP	GAS CO, THE V000909	MONTHLY GAS CHARGES	431010-6340 Natural Gas	ITK1104A	41.71	102810		00070798	11/04/2010
MW OH	GEM V006766	HAZARDOUS DISPOSAL	103652-6285 Hazardous Materials Disposal	Vendor Total: TK1108C	228.37		P04328	00070882	11/16/2010
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	431010-6335 Water	Vendor Total: ITK1021A	1,256.82	100510		00070654	10/20/2010
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	296561-6335 Water	ITK1021A	11,848.33	100510		00070654	10/20/2010
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	431010-6335 Water	ITK1104A	29,055.27	102110		00070799	11/04/2010
MW OH	GONSALVES & SON, JOE V005577	NOV ADVOCACY SRVS	101001-6099 Other Professional Services	Vendor Total: TK1108C	49,530.79	2080	P03630	00070883	11/16/2010
MW IP	GORM INCORPORATED V002843	JANITORIAL SUPPLIES	433654-6301 Special Department Supplies	Vendor Total: ITK1027A	4,000.00	167744	P03868	00070704	10/28/2010
MW IP	GORM INCORPORATED V002843	JANITORIAL SUPPLIES	433654-6301 Special Department Supplies	ITK1027A	97.84	167744-1	P03868	00070704	10/28/2010

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MW IP	GOVPARTNER V005751	SEPT SYSTEM MAINT	422023-6136 Software Maintenance	ITK1027A	356.63	4828	P04121	00070705	10/28/2010
MW IP	GOVPARTNER V005751	OCT SYSTEM MAINT	422023-6136 Software Maintenance	ITK1027A	550.00	4875	P04121	00070705	10/28/2010
MW OH	GREAT WEST V006983	P/E 10/16/10 PD DATE 10/22/10	0048-2172 Deferred Comp Pay. - Gr West	PY10022	1,100.00	8.21 2607/1001022		00070674	10/22/2010
MW OH	GREAT WEST V006983	P/E 10/16/10 PD DATE 10/22/10	0029-2172 Deferred Comp Pay. - Gr West	PY10022	5.47	2607/1001022		00070674	10/22/2010
MW OH	GREAT WEST V006983	P/E 10/16/10 PD DATE 10/22/10	0010-2172 Deferred Comp Pay. - Gr West	PY10022	351.45	2607/1001022		00070674	10/22/2010
MW OH	GREAT WEST V006983	P/E 10/30/10 PD DATE 11/5/10	0010-2172 Deferred Comp Pay. - Gr West	PY10023	351.45	2607/1001023		00070775	11/05/2010
MW OH	GREAT WEST V006983	P/E 10/30/10 PD DATE 11/5/10	0048-2172 Deferred Comp Pay. - Gr West	PY10023	8.21	2607/1001023		00070775	11/05/2010
MW OH	GREAT WEST V006983	P/E 10/30/10 PD DATE 11/5/10	0029-2172 Deferred Comp Pay. - Gr West	PY10023	5.47	2607/1001023		00070775	11/05/2010
MW OH	HAAKER EQUIPMENT COMI V000476	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK1108C	730.26	60.24 C66945A	P04325	00070884	11/16/2010
MW OH	HAZ PARTY RENTALS V000462	TABLE UMBRELLAS AND BASES	0044-2067 / 79392-2067 Heritage Committee	TK1108C	60.24	336.00 17906	P04145	00070885	11/16/2010
MW OH	HAZ PARTY RENTALS V000462	20 X 20 VINYL TENT	0044-2067 / 79392-2067 Heritage Committee	TK1108C	144.00	17906	P04145	00070885	11/16/2010
MW OH	HAZ PARTY RENTALS V000462	60" ROUND TABLES	0044-2067 / 79392-2067 Heritage Committee	TK1108C	180.00	17906	P04145	00070885	11/16/2010
MW OH	HAZ PARTY RENTALS V000462	8' BANQUET TABLES	0044-2067 / 79392-2067 Heritage Committee	TK1108C	360.00	17906	P04145	00070885	11/16/2010

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MW OH	HAZ PARTY RENTALS V000462	FOLDING CHAIRS	0044-2067 / 79392-2067 Heritage Committee	TK1108C	240.00	17906	P04145	00070885	11/16/2010
MW OH	HAZ PARTY RENTALS V000462	10 X 10 POP UP TENTS	0044-2067 / 79392-2067 Heritage Committee	TK1108C	1,200.00	17906	P04145	00070885	11/16/2010
MW OH	HAZ PARTY RENTALS V000462	DELIVERY	0044-2067 / 79392-2067 Heritage Committee	TK1108C	80.00	17906	P04145	00070885	11/16/2010
MW OH	HAZ PARTY RENTALS V000462	SIDEWALLS FOR 20 X 20 TENT	0044-2067 / 79392-2067 Heritage Committee	TK1108C	120.00	17906	P04145	00070885	11/16/2010
				<b>Vendor Total:</b>	<b>2,660.00</b>				
MW IP	HDL COREN & CONE V000464	AUDIT SRVS SALES TAX	102021-6099 Other Professional Services	ITK1027A	1,608.11	0016832-IN		00070706	10/28/2010
MW IP	HDL COREN & CONE V000464	CONTRACT SRVS JULY-SEPT TAX	102021-6099 Other Professional Services	ITK1027A	3,150.00	0016038-IN	P04335	00070706	10/28/2010
MW IP	HDL COREN & CONE V000464	CONTRACT SRVS 3RD QTR SALE T	102021-6099 Other Professional Services	ITK1027A	975.00	0016832-IN	P04342	00070706	10/28/2010
				<b>Vendor Total:</b>	<b>5,733.11</b>				
MW OH	HOFMANN, NICOLLE V007275	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1108C	50.00	65251		00070886	11/16/2010
MW IP	HOLTSLAW, KATHERINE V002626	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	ITK1027A	100.00	102810		00070707	10/28/2010
				<b>Vendor Total:</b>	<b>50.00</b>				
MW IP	HOTSY OF SOUTHERN CALI PARTS & SERVICE V004351		0043-1505 Auto Supply Inventory	ITK1027A	100.00	4026612	P03836	00070708	10/28/2010
				<b>Vendor Total:</b>	<b>324.34</b>				
MW OH	HUMMER, ALICE V007276	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1108C	50.00	65281		00070887	11/16/2010
				<b>Vendor Total:</b>	<b>50.00</b>				
MW IP	HUNTINGTON BEACH HONI V003897	INSTALL LIGHTS ON MOTORCYCL	213041-6840 Machinery & Equipment	ITK1027A	2,660.63	20100534	P04211	00070709	10/28/2010

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<b>Vendor Total:</b>					<b>2,660.63</b>				
MW OH	IGLESIA PRIMER AMOR V007300	DEPOSIT REFUND - HERITAGE	0044-2067 / 79392-2067 Heritage Committee	TK1108C	25.00	100910		00070888	11/16/2010
<b>Vendor Total:</b>					<b>25.00</b>				
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	57.19	1055946-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	228.78	1061231-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROL	103655-6199 Other Purchased Property Svc	ITK1027A	20.19	1063365-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	206.85	1069238-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	14.53	1085985-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	170.50	1085987-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	498.25	1092218-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	54.44	1094341-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	59.71	1094362-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	88.44	1097568-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	55.01	1099890-00	P04204	00070710	10/28/2010
MW IP	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	ITK1027A	144.62	1106034-00	P04204	00070710	10/28/2010
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION CONTROLS	103655-6199 Other Purchased Property Svc	TK1108C	66.27	1114498-00	P04204	00070889	11/16/2010

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				<b>Vendor Total:</b>	<b>1,664.78</b>				
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-SOWARDS	101511-6315 Office Supplies	TK1108C	29.90	15005	P03634	00070890	11/16/2010
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS - M. NGUYEN	102021-6230 Printing & Binding	TK1108C	29.91	14992	P03961	00070890	11/16/2010
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-EDENHOCH	102531-6315 Office Supplies	TK1108C	29.91	14991	P04083	00070890	11/16/2010
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS	102533-6230 Printing & Binding	TK1108C	89.72	14994	P04099	00070890	11/16/2010
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-SANCHEZ	101512-6315 Office Supplies	TK1108C	27.19	14995	P04135	00070890	11/16/2010
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARD-D. FENSTERMAK	101572-6315 Office Supplies	TK1108C	29.91	15005A	P04301	00070890	11/16/2010
				<b>Vendor Total:</b>	<b>236.54</b>				
MW OH	IN & OUT PAINT & BODY CI V000520	PAINT & BODY REPAIR	0043-1505 Auto Supply Inventory	TK1108C	714.54	10629	P03832	00070891	11/16/2010
				<b>Vendor Total:</b>	<b>714.54</b>				
MW IP	INDUSTRIAL CONTAINER SI 30 V002602	GALLON RECONDITION #6 DRU	103655-6301 Special Department Supplies	ITK1027A	1,472.63	51970069	P04002	00070711	10/28/2010
				<b>Vendor Total:</b>	<b>1,472.63</b>				
MW OH	INTERNAL CONTROL V000504	1 POLYGRAPH EXAM	103040-6099 Other Professional Services	TK1108C	125.00	10286	P03652	00070892	11/16/2010
				<b>Vendor Total:</b>	<b>125.00</b>				
MW IP	JACOBUS, JAN V005199	FALL CONTRACT INSTRUCTOR PA	104071-6060 / 79248-6060 Instructional Services	ITK1104A	130.00	FALL 10	P04382	00070800	11/04/2010
				<b>Vendor Total:</b>	<b>130.00</b>				
MW OH	JONES CAHL & ASSOCIATE: V004060	PROFESSIONAL SERVICES-BRADF	333552-6015 / 6100415600-6015 Engineering Services	TK1108C	4,440.06	8046	P04349	00070893	11/16/2010
MW OH	JONES CAHL & ASSOCIATE: V004060	BRADFORD STREET IMPROVEMET	333552-6015 / 6100415600-6015 Engineering Services	TK1108C	10,617.09	8027	P04350	00070893	11/16/2010

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MW OH	JUSA SOCCER V006699	DEPOSIT REFUND - HERITAGE	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK1108C	15,057.15	25.00 100910		00070894	11/16/2010
MW IP	KARAGINES FAMILY TRUST V007073	OCT.NOV,DEC LEASE PAYMENT/1	103041-6160 Facility Rental	Vendor Total: ITK1021A	25.00	15,000.00 102010	P04264	00070655	10/20/2010
MW OH	KAVARI, JAYA V007316	CLASS REFUND	100000-4340 / 79240-4340 Recreation Programs	Vendor Total: TK1108C	15,000.00	13.00 65475		00070895	11/16/2010
MW IP	KIDDIE AMUSEMENTS V007263	HERITAGE GAMES	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: ITK1014	13.00	1,692.23 100910	P04262	00070640	10/20/2010
MW IP	KNOWLES-MCNIFF INC V000558	SEPT SOFTWARE MAINT.	422023-6136 Software Maintenance	Vendor Total: ITK1027A	1,692.23	1,417.50 90288	P03932	00070712	10/28/2010
MW OH	KRAEMER INSTRUMENTAL V007301	DEPOSIT REFUND - HERITAGE	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK1108C	1,417.50	25.00 100910		00070896	11/16/2010
MW IP	KUDRON, MICHAEL V004952	NOV MONTHLY EXPENSES	104071-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	25.00	50.00 NOV 10		00070801	11/04/2010
MW IP	KUHN, JANICE V002975	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	Vendor Total: ITK1027A	50.00	100.00 102810		00070713	10/28/2010
MW IP	KUHSE, JENNIFER V005622	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	Vendor Total: ITK1027A	100.00	100.00 102810		00070714	10/28/2010
MW IP	LA HABRA FENCE CO INC	INSTALL FENCE/GATE REPAIR	103041-6130 / 50209-6130	Vendor Total: ITK1027A	100.00	7,841.00 31061	P04252	00070715	10/28/2010

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	V000601		Repair & Main/Facilities						
MW IP	LA HABRA FENCE CO INC V000601	INSTALL FENCE/GATE REPAIR	103041-6130 / 50209-6130 Repair & Main/Facilities	ITK1027A	685.00	31062	P04252	00070715	10/28/2010
			<b>Vendor Total:</b>		<b>8,526.00</b>				
MW IP	LAW OFFICES OF RICK AUC V006124	LEGAL SRVS-PLACENTIA v. WOOL	101005-6005 / 10017-6005 Legal Services	ITK1027A	13,642.07	101010	P04292	00070716	10/28/2010
			<b>Vendor Total:</b>		<b>13,642.07</b>				
MW IP	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIR	0043-1505 Auto Supply Inventory	ITK1104A	267.71	W083648	P03842	00070802	11/04/2010
MW IP	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIR	0043-1505 Auto Supply Inventory	ITK1104A	159.13	W083536	P03842	00070802	11/04/2010
MW IP	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIR	0043-1505 Auto Supply Inventory	ITK1104A	287.52	W083596	P03842	00070802	11/04/2010
MW IP	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIR	0043-1505 Auto Supply Inventory	ITK1104A	581.58	W083618	P03842	00070802	11/04/2010
MW IP	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIR	0043-1505 Auto Supply Inventory	ITK1104A	449.76	W083712	P03842	00070802	11/04/2010
			<b>Vendor Total:</b>		<b>1,745.70</b>				
MW IP	LEAGUE OF CALIFORNIA CI V000565	CONFERENCE LUNCHEON-CITY A	101511-6245 Meetings & Conferences	ITK1027A	45.00	2403	P04299	00070717	10/28/2010
MW IP	LEAGUE OF CALIFORNIA CI V000565	CONFERENCE LUNCHEON-COUNC	101001-6245 Meetings & Conferences	ITK1027A	90.00	2403	P04299	00070717	10/28/2010
			<b>Vendor Total:</b>		<b>135.00</b>				
MW OH	LI, CHUEN SING V007286	DEPOSIT REFUND-TRJ CITY	100000-4385 / 79188-4385 Facility Rental	TK1108C	50.00	65249		00070897	11/16/2010
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	LIN, MANNA V007214	CLASS REFUND	100000-4340 / 79360-4340 Recreation Programs	TK1108C	45.00	65334		00070898	11/16/2010
MW OH	LIN, MANNA V007214	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK1108C	118.00	65334		00070898	11/16/2010

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MW OH	LITTLE HOUSE V007302	DEPOSIT REFUND - HERITAGE	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK1108C	163.00	100910		00070899	11/16/2010
MW OH	LOMA VISTA NURSERY V000595	PLANTS AND FLOWERS	103655-6301 Special Department Supplies	Vendor Total: TK1108C	25.00	144886	P04326	00070900	11/16/2010
MW IP	LOOMIS, CORINNE V002634	UNIFORM CLEANING ALLOWANC	103042-6360 Uniforms	Vendor Total: ITK1027A	141.38	102810		00070718	10/28/2010
MW IP	LOPEZ, BLANCA V007277	DEPOSIT REFUND - TRI CITY	100000-4385 / 79161-4385 Facility Rental	Vendor Total: ITK1027A	100.00	62756		00070719	10/28/2010
MW IP	LSA ASSOCIATES INC. V000604	REVIEW ORANGETHORPE GRADE	333552-6185 / 61056-6185 Construction Services	Vendor Total: ITK1027A	150.00	102707	P04061	00070720	10/28/2010
MW OH	LSA ASSOCIATES INC. V000604	REVIEW ORANGETHORPE GRADE	333552-6185 / 61056-6185 Construction Services	TK1108C	108.75	103158	P04061	00070902	11/16/2010
MW OH	MADRID, MARIBEL V007281	CLASS REFUND	100000-4340 / 79105-4340 Recreation Programs	Vendor Total: TK1108C	776.95	65253		00070903	11/16/2010
MW OH	MALDONADO, KETSSIA V007185	DEPOSIT REFUND - KRAEMER	100000-4385 / 79175-4385 Facility Rental	Vendor Total: TK1108C	175.00	65427		00070904	11/16/2010
MW OH	MALONE, SEAN V003148	EXPLORERS SUPPLIES-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK1108C	100.00	100910	P04307	00070905	11/16/2010
MW IP	MARIPOSA HORTICULTURA V000647	LANDSCAPE SERVICES	103655-6115 Landscaping	Vendor Total: ITK1027A	800.00	49398	P03854	00070721	10/28/2010

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MW OH	MARIPOSA HORTICULTURA V000647	LANDSCAPE SRVS	103655-6115 Landscaping	TK1108E	49,799.77	49794	P03854	00070906	11/16/2010
MW IP	MARTINEZ, JUANITA V002976	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	Vendor Total: ITK1027A	99,599.54 100.00	102810		00070722	10/28/2010
MW IP	MARTINEZ, STEVE V006490	FIELD SEARCH CERTIFICATION-TI	103042-6250 Staff Training	Vendor Total: ITK1027A	100.00 17.38	120610	P04323	00070723	10/28/2010
MW OH	MASTROIANNI, NANCY V007282	EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	Vendor Total: TK1108C	17.38 25.00	65302		00070907	11/16/2010
MW IP	MC CULLOUGH, JASON V002627	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	Vendor Total: ITK1027A	25.00 100.00	102810		00070724	10/28/2010
MW IP	MCCONAHA, MICHAEL V002517	NOV MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	100.00 50.00	NOV 10		00070803	11/04/2010
MW IP	MCKENZIE, TOM V006560	DRIVING FORCE-REG,MEAL,TRAV	103041-6250 Staff Training	Vendor Total: ITK1027A	50.00 22.33	111610	P04318	00070725	10/28/2010
MW IP	MEDICAL EYE SERVICES V005168	NOV VISION INSURANCE PREMIU	395083-5164 Optical Insurance Premiums	Vendor Total: ITK1021A	22.33 1,360.54	102802244901		00070656	10/20/2010
MW IP	MEDICAL EYE SERVICES V005168	NOV VISION INSURANCE PREMIU	395000-4740 ISF Employee Optical Costs	ITK1021A	1,970.46	102802244901		00070656	10/20/2010
MW OH	MERRILL & ASSOCIATES V002892	TROUBLESHOOT DID NUMBERS	431010-6215 Telephone	Vendor Total: TK1108C	3,331.00 827.50	26301		00070908	11/16/2010
MW OH	MERRILL & ASSOCIATES	TROUBLESHOOT MAYOR LINE	431010-6215	TK1108C	415.00	26435		00070908	11/16/2010

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	V002892		Telephone						
MW OH	MIKE SIRNA'S SPECTRUM V007225	HOME REHAB 349 SUNRISE STREE	302535-6401 Community Programs	Vendor Total: TK1108C	1,242.50	101510	P04183	00070909	11/16/2010
MW IP	MILLSAP, SCOTT V003801	MOTORCYCLE BASIC	103041-6250 Staff Training	Vendor Total: ITK1027A	12,900.00	111810	P04321	00070726	10/28/2010
MW OH	MISTRY, NAYANA V006701	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: TK1108C	1,602.65	65279		00070910	11/16/2010
MW OH	MOMS CLUB OF PLACENTIA V007303	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK1108C	150.00	100910		00070911	11/16/2010
MW IP	MOORE, MIKE V004408	OFFICER SURVIVAL-MEAL, TRAVE	103041-6250 Staff Training	Vendor Total: ITK1027A	25.00	102010	P04320	00070727	10/28/2010
MW IP	MULLAHEY CHEVROLET V000616	VEHICLE PARTS	0043-1505 Auto Supply Inventory	Vendor Total: ITK1027A	43.45	27034	P03837	00070728	10/28/2010
MW IP	MULLAHEY CHEVROLET V000616	VEHICLE PARTS	0043-1505 Auto Supply Inventory	Vendor Total: ITK1027A	29.10	27285	P03837	00070728	10/28/2010
MW IP	MZN CONSTRUCTION INC V003959	HOME REHAB 323 MONTEREY CIR	302535-6401 Community Programs	Vendor Total: ITK1027A	179.00	2389-IN	P04185	00070729	10/28/2010
MW IP	MZN CONSTRUCTION INC V003959	HOME REHAB 323 MONTEREY CIR	302535-6401 Community Programs	Vendor Total: ITK1027A	11,925.00	2390-IN	P04185	00070729	10/28/2010
MW IP	NATIONAL CONSTRUCTION V002550	RESTROOM RENTAL	384359-6137 Repair Maint/Equipment	Vendor Total: ITK1027A	13,250.00	2992610	P03817	00070730	10/28/2010

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MW OH	NATIONAL CONSTRUCTION V002550	RESTROOM RENTAL	384359-6137 Repair Maint/Equipment	TK1108C	85.38	3051380	P03817	00070912	11/16/2010
MW IP	NAYLOR, ROBYN V003691	FALL CONTRACT INSTRUCTOR PA	104071-6060 / 79248-6060 Instructional Services	Vendor Total: ITK1104A	170.76 244.40	FALL 10	P04383	00070804	11/04/2010
MW IP	NGUYEN, MICHAEL V005291	NOV MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	244.40 50.00	NOV 10		00070805	11/04/2010
MW OH	NICHOLS, PATTI V007304	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK1108C	50.00 100.00	65428		00070913	11/16/2010
MW IP	NICKEY PETROLEUM COMI V000696	FUEL	0043-1515 Gasoline Inventory	Vendor Total: ITK1027A	100.00 1,298.45	295745	P03802	00070731	10/28/2010
MW OH	NICKEY PETROLEUM COMI V000696	FUEL	0043-1515 Gasoline Inventory	TK1108E	23,416.31	296010	P03802	00070914	11/16/2010
MW OH	NICKEY PETROLEUM COMI V000696	OIL & SUPPLIES	0043-1505 Auto Supply Inventory	TK1108C	126.39	296012	P03804	00070914	11/16/2010
MW IP	NICKS, JONATHAN V004909	NOV MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	24,841.15 50.00	NOV 10		00070806	11/04/2010
MW OH	NIKPOUR, MOHAMMED V006632	SUMMER REFEREE FEES	104071-6275 / 79105-6275 Officiating	Vendor Total: TK1108C	50.00 156.00	PCSD 54	P04304	00070915	11/16/2010
MW IP	NOVAPRO RISK SOLUTIONS V004397	3RD PARTY ADMIN SRVS	404582-6025 Third Party Administration	Vendor Total: ITK1104A	156.00 1,452.00	AX00008687	P04298	00070807	11/04/2010
MW IP	NOVAPRO RISK SOLUTIONS V004397	3RD PARTY ADMIN SRVS	404582-6025 Third Party Administration	ITK1104A	1,510.00	AX00008747	P04298	00070807	11/04/2010
MW IP	NOVAPRO RISK SOLUTIONS	3RD PARTY ADMIN SRVS	404582-6025	ITK1104A	1,481.00	AX00008788	P04298	00070807	11/04/2010

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	V004397		Third Party Administration						
MW IP	OC PLUMBING V004312	EMERGENCY PLUMBING REPAIRS	484376-6120 R & M/Sewer & Storm Drain	Vendor Total: ITK1027A	4,443.00 217.25	9086	P03869	00070732	10/28/2010
MW IP	OGAWA, KAREN V005894	NOV MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	217.25 75.00	NOV 10		00070808	11/04/2010
MW OH	OGAWA, KAREN V005894	REIMBURSEMENT-EMPLOYEE BR	101512-6301 Special Department Supplies	TK1108D	109.22	110410	P04406	00070916	11/16/2010
MW IP	OPENSHAW, GEOFFREY V007260	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	Vendor Total: ITK1027A	184.22 34.00	11007416		00070733	10/28/2010
MW IP	OPENSHAW, GEOFFREY V007260	PARKING CITATION REFUND	0044-2038 Parking Fines	ITK1027A	5.00	11007416		00070733	10/28/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/16/10 PD DATE	0043-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY10022	39.00 19.24	2610/1001022		00070675	10/22/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/16/10 PD DATE	0037-2176 PCEA/OCEA Assoc Dues	PY10022	12.51	2610/1001022		00070675	10/22/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/16/10 PD DATE	0048-2176 PCEA/OCEA Assoc Dues	PY10022	24.53	2610/1001022		00070675	10/22/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/16/10 PD DATE	0010-2176 PCEA/OCEA Assoc Dues	PY10022	280.30	2610/1001022		00070675	10/22/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/16/10 PD DATE	0029-2176 PCEA/OCEA Assoc Dues	PY10022	9.74	2610/1001022		00070675	10/22/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/30/10 PD DATE	0037-2176 PCEA/OCEA Assoc Dues	PY10023	10.58	2610/1001023		00070776	11/05/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/30/10 PD DATE	0043-2176 PCEA/OCEA Assoc Dues	PY10023	19.24	2610/1001023		00070776	11/05/2010
MW OH	ORANGE COUNTY EMPLOY	P/E 10/30/10 PD DATE	0029-2176 PCEA/OCEA Assoc Dues	PY10023	10.51	2610/1001023		00070776	11/05/2010

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/30/10 PD DATE 11/5/10	0010-2176 PCEA/OCEA Assoc Dues	PY10023	278.16	2610/1001023		00070776	11/05/2010
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 10/30/10 PD DATE 11/5/10	0048-2176 PCEA/OCEA Assoc Dues	PY10023	27.83	2610/1001023		00070776	11/05/2010
			<b>Vendor Total:</b>		<b>692.64</b>				
MW IP	ORANGE COUNTY FIRE AU V000704	PLACENTIA VEHICLE REPLACE FI	103044-6190 Fire Authority Services	ITK1014	27,866.50	S0228904	P04082	00070641	10/20/2010
MW IP	ORANGE COUNTY FIRE AU V000704	1ST QTR FIRE & PARAMEDIC SRV	103044-6190 Fire Authority Services	ITK1014	1,169,145.75	S0228904	P04082	00070641	10/20/2010
MW IP	ORANGE COUNTY FIRE AU V000704	PLACENTIA FACILITIES MAINTEN	103044-6190 Fire Authority Services	ITK1014	5,265.50	S0228904	P04082	00070641	10/20/2010
			<b>Vendor Total:</b>		<b>1,202,277.75</b>				
MW OH	ORANGE COUNTY REGISTE V003211	SEPT LEGAL ADVERTISING	101002-6225 Advertising/Promotional	TK1108D	508.52	SEPT 2010	P03960	00070917	11/16/2010
MW OH	ORANGE COUNTY REGISTE V003211	ANNUAL NEWSPAPER SUBSCRIPT	103040-6320 Books & Periodicals	TK1108D	311.03	092310	P04284	00070918	11/16/2010
			<b>Vendor Total:</b>		<b>819.55</b>				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 10/16/10 PD DATE 10/22/10	0010-2196 Garnishments W/H	PY10022	112.50	2714/1001022		00070676	10/22/2010
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 10/16/10 PD DATE 10/22/10	0029-2196 Garnishments W/H	PY10022	15.00	2714/1001022		00070676	10/22/2010
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 10/16/10 PD DATE 10/22/10	0048-2196 Garnishments W/H	PY10022	22.50	2714/1001022		00070676	10/22/2010
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 10/30/10 PD DATE 11/5/10	0029-2196 Garnishments W/H	PY10023	15.00	2714/1001023		00070777	11/05/2010
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 10/30/10 PD DATE 11/5/10	0010-2196 Garnishments W/H	PY10023	112.50	2714/1001023		00070777	11/05/2010
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 10/30/10 PD DATE 11/5/10	0048-2196 Garnishments W/H	PY10023	22.50	2714/1001023		00070777	11/05/2010

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MW OH	ORANGE COUNTY SHERIFF V006998	P/E 10/16/10 PD DATE 10/22/10	0010-2196 Garnishments W/H	Vendor Total: PY10022	300.00				
MW OH	ORANGE COUNTY SHERIFF V006998	P/E 10/30/10 PD DATE 11/5/10	0010-2196 Garnishments W/H	PY10023	581.82	2715/1001022		00070677	10/22/2010
MW IP	ORANGE COUNTY TREASURY V007306	SEPT PARKING CITATIONS	0044-2038 Parking Fines	Vendor Total: ITK1104A	1,163.64				
MW IP	PAPCO IRRIGATION V000799	IRRIGATION SUPPLIES	103655-6199 Other Purchased Property Svc	ITK1021A	5,367.50	090110	P04005	00070809	11/04/2010
MW IP	PAPCO IRRIGATION V000799	IRRIGATION SUPPLIES	103655-6199 Other Purchased Property Svc	ITK1021A	250.00	10763	P04005	00070657	10/20/2010
MW IP	PAPCO IRRIGATION V000799	IRRIGATION SUPPLIES	103655-6199 Other Purchased Property Svc	ITK1021A	171.10	10764	P04005	00070657	10/20/2010
MW IP	PAPCO IRRIGATION V000799	IRRIGATION SUPPLIES	103655-6199 Other Purchased Property Svc	ITK1021A	125.00	10765	P04005	00070657	10/20/2010
MW IP	PAPCO IRRIGATION V000799	IRRIGATION SUPPLIES	103655-6199 Other Purchased Property Svc	ITK1021A	437.35	10770	P04005	00070657	10/20/2010
MW IP	PARK PLACE ELITE CATERI V006355	RECEPTION-COMMISSION/COMMI	101001-6301 Special Department Supplies	Vendor Total: ITK1027A	983.45				
MW IP	PARKER, EVA V005887	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	ITK1027A	1,582.14	091610	P04302	00070735	10/28/2010
MW IP	PARKER, LIZ V005071	QUARTERLY PRINTING/MAIL HAN	104070-6230 Printing & Binding	Vendor Total: ITK1027A	100.00	102810			
MW IP	PARKER, LIZ V005071	QUARTERLY GRAPHIC DESIGN	104070-6230 Printing & Binding	ITK1027A	3,810.00	092910PPQ	P04272	00070737	10/28/2010
MW IP	PARKHOUSE TIRE INC.	TIRES	0043-1505	Vendor Total: ITK1021A	1,680.00	092910DPQ	P04273	00070737	10/28/2010
MW IP	PARKHOUSE TIRE INC.	TIRES	0043-1505	ITK1021A	5,490.00	1020074467	P03801	00070658	10/20/2010

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	V004472		Auto Supply Inventory						
MW IP	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	ITK1021A	46.22	1020074641	P03801	00070658	10/20/2010
MW IP	PARS V006999	OCT ADMIN SRVS	102020-6296 Admin Service Fee	<b>Vendor Total:</b> ITK1021A	<b>2,715.45</b> 400.00	18640		00070659	10/20/2010
MW OH	PARS V006999	NOV TRUST ADMIN SRVS	102020-6296 Admin Service Fee	TK1108E	400.00	18870		00070919	11/16/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	<b>Vendor Total:</b> ITK1104A	<b>800.00</b> 17.22	34545	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	12.25	36394	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	VEHICLE PARTS	0043-1505 Auto Supply Inventory	ITK1104A	17.23	38334	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	60.36	41806	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	36.08	44200	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	26.08	46356	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	2.65	49471	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	11.82	49548	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	34.76	49550	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	9.48	50495	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	12.66	50702	P03929	00070810	11/04/2010

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	V000817		Auto Supply Inventory						
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	17.18	51083	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	10.15	53760	P03929	00070810	11/04/2010
MW IP	PARTS SOURCE V000817	PARTS	0043-1505 Auto Supply Inventory	ITK1104A	26.88	56126	P03929	00070810	11/04/2010
			<b>Vendor Total:</b>		<b>294.80</b>				
MW OH	PASH, STAN V003505	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK1108D	100.00	65353		00070920	11/16/2010
			<b>Vendor Total:</b>		<b>100.00</b>				
MW IP	PATRICKS' MUSIC SCHOOL V006887	FALL CONTRACT INSTRUCTOR PA	104071-6060 / 79228-6060 Instructional Services	ITK1104A	315.90	FALL 10	P04385	00070811	11/04/2010
			<b>Vendor Total:</b>		<b>315.90</b>				
MW OH	PAULL, SHERRIE V007310	FULL/FINAL SETTLEMENT	404582-6210 Liability Claims	TK1108E	500.00	75-4980-186	P04394	00070921	11/16/2010
			<b>Vendor Total:</b>		<b>500.00</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/16/10 PD DATE 10/22/10	0037-2176 PCEA/OCEA Assoc Dues	PY10022	0.33	2615/1001022		00070678	10/22/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/16/10 PD DATE 10/22/10	0029-2176 PCEA/OCEA Assoc Dues	PY10022	0.24	2615/1001022		00070678	10/22/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/16/10 PD DATE 10/22/10	0043-2176 PCEA/OCEA Assoc Dues	PY10022	0.50	2615/1001022		00070678	10/22/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/16/10 PD DATE 10/22/10	0048-2176 PCEA/OCEA Assoc Dues	PY10022	0.63	2615/1001022		00070678	10/22/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/16/10 PD DATE 10/22/10	0010-2176 PCEA/OCEA Assoc Dues	PY10022	7.30	2615/1001022		00070678	10/22/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/30/10 PD DATE 11/5/10	0048-2176 PCEA/OCEA Assoc Dues	PY10023	0.70	2615/1001023		00070779	11/05/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/30/10 PD DATE 11/5/10	0043-2176 PCEA/OCEA Assoc Dues	PY10023	0.50	2615/1001023		00070779	11/05/2010

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	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/30/10 PD DATE 11/5/10	0037-2176 PCEA/OCEA Assoc Dues	PY10023	0.28	2615/1001023		00070779	11/05/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/30/10 PD DATE 11/5/10	0029-2176 PCEA/OCEA Assoc Dues	PY10023	0.27	2615/1001023		00070779	11/05/2010
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 10/30/10 PD DATE 11/5/10	0010-2176 PCEA/OCEA Assoc Dues	PY10023	7.25	2615/1001023		00070779	11/05/2010
			<b>Vendor Total:</b>		<b>18.00</b>				
MW OH	PEREZ, FRANK V001550	REIMBURSEMENT-U-HAUL RENT/	0044-2067 / 79392-2067 Heritage Committee	TK1108D	69.57	100910	P04306	00070922	11/16/2010
			<b>Vendor Total:</b>		<b>69.57</b>				
MW IP	PEREZ, MARIA V001597	REIMBURSEMENT-ENTERTAINME	101001-6301 Special Department Supplies	ITK1027A	150.00	091510	P04293	00070738	10/28/2010
			<b>Vendor Total:</b>		<b>150.00</b>				
MW IP	PERRY, BRIAN V002942	POLICE OFFICERS BILL OF RIGHT	103041-6250 Staff Training	ITK1027A	30.88	102910	P04317	00070739	10/28/2010
			<b>Vendor Total:</b>		<b>30.88</b>				
MW OH	PHSI PURE WATER FINANCI V006551	OCT WATER SRVS	103043-6301 Special Department Supplies	TK1108D	269.88	498976	P03654	00070923	11/16/2010
			<b>Vendor Total:</b>		<b>269.88</b>				
MW OH	PICTURE THIS FRAMING IN V000850	21X20 AR208 COLLAGE PLAQUE	213041-6301 / 50095-6301 Special Department Supplies	TK1108D	121.77	57152	P04164	00070924	11/16/2010
			<b>Vendor Total:</b>		<b>121.77</b>				
MW OH	PINEDA, MATEO V002647	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK1108D	64.99	102210	P04339	00070925	11/16/2010
			<b>Vendor Total:</b>		<b>64.99</b>				
MW IP	PISCHEL, STEVE V002520	NOV MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	ITK1104A	100.00	NOV 10		00070812	11/04/2010
			<b>Vendor Total:</b>		<b>100.00</b>				

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MW IP	PLACENTIA CITY OF V000778	DENTAL CLAIMS#7440-7506	395083-5130 Dental Claim	ING1020A	15,249.70	0909-1014		00070645	10/20/2010
			<b>Vendor Total:</b>		<b>15,249.70</b>				
MW OH	PLACENTIA CITY OF V000822	PETTY CASH REIMBURSEMENT	103041-6250 Staff Training	TK1108D	55.33	110810		00070926	11/16/2010
MW OH	PLACENTIA CITY OF V000822	PETTY CASH REIMBURSEMENT	103041-6301 Special Department Supplies	TK1108D	15.77	110810		00070926	11/16/2010
MW OH	PLACENTIA CITY OF V000822	PETTY CASH REIMBURSEMENT	103043-6250 Staff Training	TK1108D	18.00	110810		00070926	11/16/2010
MW OH	PLACENTIA CITY OF V000822	PETTY CASH REIMBURSEMENT	103040-6245 Meetings & Conferences	TK1108D	24.00	110810		00070926	11/16/2010
MW OH	PLACENTIA CITY OF V000822	PETTY CASH REIMBURSEMENT	103043-6301 Special Department Supplies	TK1108D	17.36	110810		00070926	11/16/2010
			<b>Vendor Total:</b>		<b>130.46</b>				
MW OH	PLACENTIA LITTLE LEAGUE V007305	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	TK1108D	25.00	100910		00070927	11/16/2010
			<b>Vendor Total:</b>		<b>25.00</b>				
MW OH	PLACENTIA NEIGHBORHOOD V000803	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	TK1108D	25.00	100910		00070928	11/16/2010
			<b>Vendor Total:</b>		<b>25.00</b>				
MW OH	PLACENTIA POLICE MANAGER V000839	P/E 10/16/10 PD DATE 10/22/10	0010-2180 Police Mgmt Assn Dues	PY10022	995.66	2625/1001022		00070679	10/22/2010
MW OH	PLACENTIA POLICE MANAGER V000839	P/E 10/30/10 PD DATE 11/5/10	0010-2180 Police Mgmt Assn Dues	PY10023	995.66	2625/1001023		00070780	11/05/2010
			<b>Vendor Total:</b>		<b>1,991.32</b>				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 10/16/10 PD DATE 10/22/10	0022-2178 Placentia Police Assoc Dues	PY10022	46.14	2620/1001022		00070680	10/22/2010
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 10/16/10 PD DATE 10/22/10	0010-2178 Placentia Police Assoc Dues	PY10022	2,920.68	2620/1001022		00070680	10/22/2010
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 10/30/10 PD DATE 11/5/10	0010-2178 Placentia Police Assoc Dues	PY10023	2,920.38	2620/1001023		00070781	11/05/2010

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	V003519		Placentia Police Assoc Dues						
MW OH	PLACENTIA POLICE OFFICE P/E 10/30/10 PD DATE 11/5/10 V003519		0022-2178 Placentia Police Assoc Dues	PY10023	46.44	2620/1001023		00070781	11/05/2010
MW OH	PLACENTIA ROUND TABLE V006507	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	<b>Vendor Total:</b> TK1108D	<b>5,933.64</b> 25.00	100910		00070929	11/16/2010
MW OH	PLACENTIA STEELERS V005833	DEPOSIT REFUND-HERITAGE	100000-4385 / 79161-4385 Facility Rental	<b>Vendor Total:</b> TK1108D	<b>25.00</b> 150.00	65429		00070930	11/16/2010
MW OH	PLACENTIA YORBA LINDA V006702	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	<b>Vendor Total:</b> TK1108D	<b>150.00</b> 25.00	100910		00070931	11/16/2010
MW IP	PLACENTIA, CITY OF V000782	WRKS COMP REIMB CK#13919-139	404580-5165 Workers' Compensation Claims	<b>Vendor Total:</b> ING1020A	<b>25.00</b> 51,260.60	831-1007		00070646	10/20/2010
MW OH	PLACITA SANTA FE MERCH V001296	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	<b>Vendor Total:</b> TK1108D	<b>51,260.60</b> 25.00	100910		00070932	11/16/2010
MW OH	PONCE, JOSE V002656	BOOT REIMBURSEMENT	103650-6360 Uniforms	<b>Vendor Total:</b> TK1108D	<b>25.00</b> 110.00	093010	P04289	00070933	11/16/2010
MW IP	PRE-PAID LEGAL SERVICES V000847	OCT LEGAL SERVICES	0022-2192 Police Legal Services	<b>Vendor Total:</b> ITK1027A	<b>110.00</b> 8.47	102110A		00070740	10/28/2010
MW IP	PRE-PAID LEGAL SERVICES V000847	OCT LEGAL SERVICES	0029-2192 Police Legal Services	<b>Vendor Total:</b> ITK1027A	<b>11.45</b> 11.45	102110A		00070740	10/28/2010
MW IP	PRE-PAID LEGAL SERVICES V000847	OCT LEGAL SERVICES	0010-2192 Police Legal Services	<b>Vendor Total:</b> ITK1027A	<b>542.13</b> 542.13	102110A		00070740	10/28/2010
MW IP	PRE-PAID LEGAL SERVICES V000847	OCT LEGAL SERVICES	0037-2192 Police Legal Services	<b>Vendor Total:</b> ITK1027A	<b>13.57</b> 13.57	102110A		00070740	10/28/2010

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	V000847		Police Legal Services						
MW IP	PRE-PAID LEGAL SERVICES V000847	OCT LEGAL SERVICES	0048-2192 Police Legal Services	ITK1027A	32.02	102110A		00070740	10/28/2010
MW IP	PRE-PAID LEGAL SERVICES V000847	OCT LEGAL SERVICES	0043-2192 Police Legal Services	ITK1027A	14.96	102110A		00070740	10/28/2010
			<b>Vendor Total:</b>		<b>622.60</b>				
MW IP	PRINCIPAL LIFE INSURANC V000844	NOV LIFE INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	ITK1021A	234.87	NOVEMBER 10		00070660	10/20/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	NOV LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	ITK1021A	86.73	NOVEMBER 10		00070660	10/20/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	NOV LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	ITK1021A	202.50	NOVEMBER 10		00070660	10/20/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	NOV LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	ITK1021A	244.32	NOVEMBER 10		00070660	10/20/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	NOV LIFE INSURANCE PREMIUMS	104072-5163 Life Insurance Premiums	ITK1021A	55.94	NOVEMBER 10		00070660	10/20/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	NOV LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	ITK1021A	286.92	NOVEMBER 10		00070660	10/20/2010
MW IP	PRINCIPAL LIFE INSURANC V000844	NOV LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	ITK1021A	126.23	NOVEMBER 10		00070660	10/20/2010
			<b>Vendor Total:</b>		<b>1,237.51</b>				
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK1108D	157.45	R501763600011	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK1108D	1.96	R501763700019	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK1108D	155.49	R501763801015	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK1108D	117.43	R501771700019	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORMS V005761	PATROL DIVISION UNIFORMS	103041-6360 Uniforms	TK1108D	8.66	R501771901013	P03668	00070934	11/16/2010

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	V005761		Uniforms						
MW OH	QUARTERMASTER UNIFORM PATROL DIVISION UNIFORMS V005761		103041-6360 Uniforms	TK1108D	226.16	R501782601016	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORM PATROL DIVISION UNIFORMS V005761		103041-6360 Uniforms	TK1108D	58.71	R501782601024	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORM PATROL DIVISION UNIFORMS V005761		103041-6360 Uniforms	TK1108D	11.68	R501782601032	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORM PATROL DIVISION UNIFORMS V005761		103041-6360 Uniforms	TK1108D	247.91	R501794700012	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORM PATROL DIVISION UNIFORMS V005761		103041-6360 Uniforms	TK1108D	300.01	R501813700019	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORM PATROL DIVISION UNIFORMS V005761		103041-6360 Uniforms	TK1108D	9.33	R537061101013	P03668	00070934	11/16/2010
MW OH	QUARTERMASTER UNIFORM PATROL DIVISION UNIFORMS V005761		103041-6360 Uniforms	TK1108D	9.33	R537061201011	P03668	00070934	11/16/2010
				<b>Vendor Total:</b>	<b>1,304.12</b>				
MW OH	QUELLA, LAURISA V007283	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1108D	100.00	65282		00070935	11/16/2010
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	RAINBOWWAY GOODIES V007313	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	TK1108D	25.00	100910		00070936	11/16/2010
				<b>Vendor Total:</b>	<b>25.00</b>				
MW OH	REGER, JASON V004017	FUEL REIMBURSEMENT	433658-6345 Gasoline & Diesel Fuel	TK1108D	52.36	KE78112	P04311	00070937	11/16/2010
				<b>Vendor Total:</b>	<b>52.36</b>				
MW OH	RICARDEZ, ROWENA V007284	DEPOSIT REFUND-BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	TK1108D	150.00	65280		00070938	11/16/2010
				<b>Vendor Total:</b>	<b>150.00</b>				
MW IP	RJ NOBLE V006779	PLACENTIA AVE PAVEMENT REH.	333552-6185 / 6103140202-6185 Construction Services	ITK1027A	21,426.25	23097 RETN	P03907	00070741	10/28/2010

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MW IP	RJ NOBLE V006779	PLACENTIA AVE PAVEMENT REH.	333552-6185 / 6103140011-6185 Construction Services	ITK1027A	52,377.50	23097 RETN	P03907	00070741	10/28/2010
			<b>Vendor Total:</b>		<b>73,803.75</b>				
MW OH	ROACH, MICHAEL V002758	REIMBURSEMENT - BOOT REPAIR	103041-6360 Uniforms	TK1108D	75.00	81506B	P04316	00070939	11/16/2010
			<b>Vendor Total:</b>		<b>75.00</b>				
MW OH	ROBLES, DAVID V007285	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1108D	100.00	65355		00070940	11/16/2010
			<b>Vendor Total:</b>		<b>100.00</b>				
MW IP	ROMERO, JAMES V007289	REFUND - PARKING CITATION	100000-4325 Parking Permit Fees	ITK1027A	100.00	102810		00070742	10/28/2010
			<b>Vendor Total:</b>		<b>100.00</b>				
MW IP	ROSE, RUSS V006492	FIELD SEARCH CERTIFICATION-TI	103042-6250 Staff Training	ITK1027A	17.38	120610	P04324	00070743	10/28/2010
			<b>Vendor Total:</b>		<b>17.38</b>				
MW IP	RUBALCAVA, SANTOS V002671	UNIFORM CLEANING ALLOWANC	103041-6360 Uniforms	ITK1027A	100.00	102810		00070744	10/28/2010
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	RUBY'S DINER V007314	REFUND DEPOSIT - HERITAGE	0044-2067 / 79392-2067 Heritage Committee	TK1108E	25.00	100910		00070941	11/16/2010
			<b>Vendor Total:</b>		<b>25.00</b>				
MW IP	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	ITK1027A	142.50	202786		00070745	10/28/2010
			<b>Vendor Total:</b>		<b>142.50</b>				
MW IP	SA AQUATICS V002842	SEPT FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	ITK1027A	142.50	202852		00070745	10/28/2010
			<b>Vendor Total:</b>		<b>142.50</b>				
MW IP	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	103655-6115 Landscaping	ITK1027A	142.50	202786	P03853	00070745	10/28/2010
			<b>Vendor Total:</b>		<b>142.50</b>				
MW IP	SA AQUATICS V002842	SEPT FOUNTAIN MAINT	103655-6115 Landscaping	ITK1027A	142.50	202852	P03853	00070745	10/28/2010
			<b>Vendor Total:</b>		<b>142.50</b>				

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MW IP	SCHLIEDER, BEVERLY V002503	UNIFORM CLEANING ALLOWANC	103043-6360 Uniforms	Vendor Total: ITK1027A	570.00	100.00 102810		00070746	10/28/2010
MW IP	SCHWARTZ, MONIQUE V004447	NOV MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	100.00	50.00 NOV 10		00070813	11/04/2010
MW IP	SCOTT, JOANNE V007038	CLASS REFUND	100000-4340 / 79132-4340 Recreation Programs	Vendor Total: ITK1014	50.00	55.00 65260		00070642	10/20/2010
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE	374386-6299 Other Purchased Services	Vendor Total: TK1108E	55.00	140.40 00333646581	P03933	00070942	11/16/2010
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE	374386-6299 Other Purchased Services	TK1108E	140.40	00333646582	P03933	00070942	11/16/2010
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE	374386-6299 Other Purchased Services	TK1108E	500.00	333698696	P03933	00070942	11/16/2010
MW OH	SIECKE, WARREN C V000925	TRAFFIC ENGINEER SERVICES	103550-6015 Engineering Services	Vendor Total: TK1108E	780.80	222.00 6029	P04165	00070943	11/16/2010
MW IP	SIGALOS, DENNIS A. V007072	OCT,NOV,DEC LEASE PAYMENT F	103041-6160 Facility Rental	Vendor Total: ITK1021A	222.00	15,000.00 102010	P04265	00070661	10/20/2010
MW IP	SMITH, DONNA V001269	FALL CONTRACT INSTRUCTOR PA	104071-6060 / 79208-6060 Instructional Services	Vendor Total: ITK1104A	15,000.00	755.30 FALL 10	P04377	00070814	11/04/2010
MW IP	SMITH, WARD V002806	NOV MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	755.30	50.00 NOV 10		00070815	11/04/2010
		Vendor Total:			50.00				

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MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	0010-1224 AR/City of Fullerton	ITK1021A	152.41	100110		00070662	10/20/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	0010-1226 AR/City of Yorba Linda	ITK1021A	115.88	100110		00070662	10/20/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK1021A	6,571.72	100110		00070662	10/20/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	0010-1228 AR/County of Orange	ITK1021A	14.11	100110		00070662	10/20/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	383559-6330 Electricity	ITK1021A	6,689.07	100110		00070662	10/20/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	296561-6330 Electricity	ITK1021A	335.11	100110		00070662	10/20/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	0010-1232 Accts Rec/Other Agencies	ITK1021A	24.20	100110		00070662	10/20/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRIC CHARGES	431010-6330 Electricity	ITK1021A	70,166.95	100110		00070662	10/20/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	0010-1224 AR/City of Fullerton	ITK1104A	160.96	102910		00070816	11/04/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	431010-6330 Electricity	ITK1104A	18,002.86	102910		00070816	11/04/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	296561-6330 Electricity	ITK1104A	238.32	102910		00070816	11/04/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	0010-1232 Accts Rec/Other Agencies	ITK1104A	23.84	102910		00070816	11/04/2010
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	0010-1220 Accts Rec/Plac Library Dist	ITK1104A	4,688.88	102910		00070816	11/04/2010
MW OH	SOUTHERN CALIFORNIA G/ V000993	REPAIR NG STATION	384359-6137 Repair Maint/Equipment	TK1108E	1,722.83	91063192	P03815	00070944	11/16/2010
MW IP	SOUTHERN CALIFORNIA G/ V000910	NGV STATION FUEL	384359-6340	ITK1027A	12,466.47	0124664711	P03841	00070747	10/28/2010

Vendor Total: 107,184.31

Vendor Total: 1,722.83

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	V002682		Natural Gas						
MW OH	SPARKLETT'S V000967	WATER DELIVERY	431010-6301 Special Department Supplies	<b>Vendor Total:</b> TK1108E	<b>12,466.47</b> 107.44	4106122 101710	P03631	00070945	11/16/2010
MW IP	SPRINT V006126	MONTHLY SERVICE	431010-6215 Telephone	<b>Vendor Total:</b> ITK1021A	<b>107.44</b> 557.06	9509110100257		00070663	10/20/2010
MW IP	SPRINT V006533	SEPT PD AIR CARD CHARGES	431010-6215 Telephone	<b>Vendor Total:</b> ITK1027A	<b>557.06</b> 787.86	521311782-031		00070748	10/28/2010
MW OH	ST. JOSEPH'S CHURCH BOY V006712	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	<b>Vendor Total:</b> TK1108E	<b>787.86</b> 25.00	100910		00070946	11/16/2010
MW IP	STANDARD INSURANCE CO NOV LIFE INSURANCE PREMIUM V000904		395000-4725 ISF Life Ins Reimbursements	<b>Vendor Total:</b> ITK1104A	<b>25.00</b> 1,805.25	NOV 10		00070817	11/04/2010
MW IP	STANDARD INSURANCE CO NOV LIFE INSURANCE PREMIUM V000904		395083-5163 Life Insurance Premiums	ITK1104A	1,034.85	NOV 10		00070817	11/04/2010
MW IP	STANDARD INSURANCE CO NOV LIFE INSURANCE PREMIUM V000904		395000-4730 ISF LTD Ins Reimbursements	ITK1104A	4,713.92	NOV 10		00070817	11/04/2010
MW IP	STANLEY CONVERGENT SE ALARM MONITORING V005591		433654-6127 Alarm Monitoring	<b>Vendor Total:</b> ITK1027A	<b>7,554.02</b> 3,988.38	7539914	P03872	00070749	10/28/2010
MW IP	STANLEY CONVERGENT SE ALARM MONITORING V005591		433654-6127 Alarm Monitoring	ITK1027A	1,081.38	7541049	P03872	00070749	10/28/2010
MW IP	STANLEY CONVERGENT SE ALARM MONITORING V005591		433654-6127 Alarm Monitoring	ITK1027A	204.36	7542409	P03872	00070749	10/28/2010
MW IP	STANLEY CONVERGENT SE ALARM MONITORING V005591		433654-6127 Alarm Monitoring	ITK1027A	120.69	7545527	P03872	00070749	10/28/2010
MW IP	STANLEY CONVERGENT SE ALARM MONITORING V005591		433654-6127 Alarm Monitoring	ITK1027A	394.14	7549520	P03872	00070749	10/28/2010

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	V005591		Alarm Monitoring						
MW IP	STANLEY CONVERGENT SE V005591	ALARM MONITORING	433654-6127 Alarm Monitoring	ITK1027A	562.56	7554342	P03872	00070749	10/28/2010
MW IP	STANLEY CONVERGENT SE V005591	ALARM MONITORING	433654-6127 Alarm Monitoring	ITK1027A	105.00	7718672	P03872	00070749	10/28/2010
			<b>Vendor Total:</b>		<b>6,456.51</b>				
MW OH	STATE FARM INSURANCE C V007309	SHERRIE PAULL CLAIM-FINAL PA	404582-6210 Liability Claims	TK1108E	91.43	75-4980-186	P04392	00070947	11/16/2010
			<b>Vendor Total:</b>		<b>91.43</b>				
MW OH	STEPHEN, JEFFREY V002891	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK1108E	29.99	100810	P04338	00070948	11/16/2010
			<b>Vendor Total:</b>		<b>29.99</b>				
MW IP	SUBURBAN PROPANE V000971	PROPANE	0043-1505 Auto Supply Inventory	ITK1027A	20.55	440198	P03834	00070750	10/28/2010
MW IP	SUBURBAN PROPANE V000971	PROPANE	0043-1505 Auto Supply Inventory	ITK1027A	83.85	441006	P03834	00070750	10/28/2010
MW IP	SUBURBAN PROPANE V000971	PROPANE	0043-1505 Auto Supply Inventory	ITK1027A	3.62	441032	P03834	00070750	10/28/2010
MW OH	SUBURBAN PROPANE V000971	PROPANE	0043-1505 Auto Supply Inventory	TK1108E	8.33	441127	P03834	00070949	11/16/2010
MW IP	SUBURBAN PROPANE V000971	PROPANE	0043-1505 Auto Supply Inventory	ITK1027A	8.81	441338	P03834	00070750	10/28/2010
MW IP	SUBURBAN PROPANE V000971	PROPANE	0043-1505 Auto Supply Inventory	ITK1027A	104.07	644445	P03834	00070750	10/28/2010
			<b>Vendor Total:</b>		<b>229.23</b>				
MW OH	SULLIVAN HILL LEWIN REZ V003555	LEGAL SERVICES-MEGAWAY VS C	101005-6005 Legal Services	TK1108E	2,632.45	132570	P04333	00070950	11/16/2010
			<b>Vendor Total:</b>		<b>2,632.45</b>				
MW IP	SUNGARD PUBLIC SECTOR V005987	NOV IFAS-ASP MAINT	422023-6136 Software Maintenance	ITK1027A	5,000.00	26998	P03780	00070751	10/28/2010

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	SUNGARD PUBLIC SECTOR V005987	ANNUAL SOFTWARE MAINT	422023-6136 Software Maintenance	ITK1027A	21,969.10	26831	P04271	00070751	10/28/2010
MW IP	T-MOBILE V004339	JULY/AUG CHARGES	431010-6215 Telephone	<b>Vendor Total:</b> ITK1021A	26,969.10	090110		00070664	10/20/2010
MW IP	T-MOBILE V004339	JULY/AUG CHARGES	431010-6215 Telephone	ITK1021A	1,345.59	090210		00070664	10/20/2010
MW IP	T-MOBILE V004339	SEPT CHARGES	431010-6215 Telephone	ITK1021A	1,445.96	100110		00070664	10/20/2010
MW IP	T-MOBILE V004339	SEPT CHARGES	431010-6215 Telephone	ITK1021A	1,492.39	100210		00070664	10/20/2010
MW IP	TODD, LARRY V002103	FALL CONTRACT INSTRUCTOR	104071-6060 / 79224-6060 Instructional Services	<b>Vendor Total:</b> ITK1104A	6,181.18	FALL 10	P04380	00070818	11/04/2010
MW OH	TORRES, MANUEL V005350	PERMIT REFUND-AGUIRRE BLDG	100000-4385 / 79160-4385 Facility Rental	<b>Vendor Total:</b> TK1108E	1,219.40	65330		00070951	11/16/2010
MW OH	TOVAR, MANUEL V003703	BOOT REIMBURSEMENT	103650-6360 Uniforms	<b>Vendor Total:</b> TK1108E	290.00		P04308	00070952	11/16/2010
MW OH	TRAFFIC CONTROL SERVIC V001039	DELIVERY	0044-2067 / 79392-2067 Heritage Committee	<b>Vendor Total:</b> TK1108E	76.11		P04146	00070953	11/16/2010
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC CONTROL CONES/BARRI	0044-2067 / 79392-2067 Heritage Committee	TK1108E	1,700.00	997452	P04146	00070953	11/16/2010
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC CONES & MATERIAL	103652-6301 Special Department Supplies	TK1108E	538.53	995992	P04327	00070953	11/16/2010
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC CONES & MATERIAL	103652-6301 Special Department Supplies	TK1108E	1,274.55	995993	P04327	00070953	11/16/2010
				<b>Vendor Total:</b>	3,613.08				

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MW OH	TRAMUTOLA V007233	TRAVEL REIMBURSEMENT B. MO:	1015111-6001 Management Consulting Services	TK1108E	305.15	956186	P04305	00070954	11/16/2010
				<b>Vendor Total:</b>	<b>305.15</b>				
MW OH	TRAUMA INTERVENTION PI V001049	ANNUAL USER FEE	103044-6099 Other Professional Services	TK1108E	6,192.00	2010-2011	P04345	00070955	11/16/2010
				<b>Vendor Total:</b>	<b>6,192.00</b>				
MW OH	TROOP 783 & LDS CHURCH V007315	DEPOSIT REFUND-HERITAGE	0044-2067 / 79392-2067 Heritage Committee	TK1108E	25.00	100910		00070956	11/16/2010
				<b>Vendor Total:</b>	<b>25.00</b>				
MW IP	TRU ONE PRODUCTIONS V007262	HERITAGE GAMES	0044-2067 / 79392-2067 Heritage Committee	ITK1014	451.26	100910	P04261	00070643	10/20/2010
				<b>Vendor Total:</b>	<b>451.26</b>				
MW OH	TURBO DATA SYSTEMS INC V001238	SEPT CITE PROCESSING	103041-6099 Other Professional Services	TK1108E	1,777.11	17043	P03655	00070957	11/16/2010
				<b>Vendor Total:</b>	<b>1,777.11</b>				
MW IP	UNITED RENTALS NORTHW V001082	EQUIPMENT RENTAL	103652-6301 Special Department Supplies	ITK1027A	132.31	88664639-001	P04176	00070753	10/28/2010
MW IP	UNITED RENTALS NORTHW V001082	EQUIPMENT RENTAL	103652-6301 Special Department Supplies	ITK1027A	169.29	89050277-002	P04176	00070753	10/28/2010
MW IP	UNITED RENTALS NORTHW V001082	EQUIPMENT RENTAL	103652-6301 Special Department Supplies	ITK1027A	169.29	89072927-001	P04176	00070753	10/28/2010
MW IP	UNITED RENTALS NORTHW V001082	EQUIPMENT RENTAL	103652-6301 Special Department Supplies	ITK1027A	169.29	89403438-002	P04176	00070753	10/28/2010
MW IP	UNITED RENTALS NORTHW V001082	EQUIPMENT RENTAL	103652-6301 Special Department Supplies	ITK1027A	249.00	90135142-001	P04176	00070753	10/28/2010
MW IP	UNITED RENTALS NORTHW V001082	EQUIPMENT RENTAL	103652-6301 Special Department Supplies	ITK1027A	249.00	90135396-002	P04176	00070753	10/28/2010
MW IP	UNITED RENTALS NORTHW V001082	EQUIPMENT RENTAL	103652-6301 Special Department Supplies	ITK1027A	-326.26	CREDIT 008	P04176	00070753	10/28/2010
MW IP	UNITED RENTALS NORTHW V001082	EQUIPMENT RENTAL	103652-6301 Special Department Supplies	ITK1027A	-163.13	CREDIT 009	P04176	00070753	10/28/2010

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	V001082		Special Department Supplies						
	<b>Vendor Total:</b>				<b>648.79</b>				
MW OH	UNITED SITE SERVICES V006796	DOUBLE BASIN HANDWASH SINK	0044-2067 / 79392-2067 Heritage Committee	TK1108E	174.00	107-183725	P04143	00070959	11/16/2010
MW OH	UNITED SITE SERVICES V006796	ENVIRONMENTAL FEE	0044-2067 / 79392-2067 Heritage Committee	TK1108E	148.20	107-183725	P04143	00070959	11/16/2010
MW OH	UNITED SITE SERVICES V006796	REGUALR PARTABLE RESTROOM	0044-2067 / 79392-2067 Heritage Committee	TK1108E	1,322.40	107-183725	P04143	00070959	11/16/2010
MW OH	UNITED SITE SERVICES V006796	ADA PORTABLE RESTROOM	0044-2067 / 79392-2067 Heritage Committee	TK1108E	652.50	107-183725	P04143	00070959	11/16/2010
	<b>Vendor Total:</b>				<b>2,297.10</b>				
MW IP	UNITED STATES POSTAL SE V001085	WINTER POSTAGE	104070-6325 Postage	ITK1104A	3,300.00	WINTER 10	P03722	00070819	11/04/2010
	<b>Vendor Total:</b>				<b>3,300.00</b>				
MW OH	UNITED WAY OF ORANGE C V001062	P/E 10/16/10 PD DATE	0010-2193 Charity	PY10022	18.00	2635/1001022		00070681	10/22/2010
MW OH	UNITED WAY OF ORANGE C V001062	P/E 10/16/10 PD DATE	0037-2193 Charity	PY10022	2.00	2635/1001022		00070681	10/22/2010
MW OH	UNITED WAY OF ORANGE C V001062	P/E 10/30/10 PD DATE	0037-2193 Charity	PY10023	2.00	2635/1001023		00070782	11/05/2010
MW OH	UNITED WAY OF ORANGE C V001062	P/E 10/30/10 PD DATE	0010-2193 Charity	PY10023	18.00	2635/1001023		00070782	11/05/2010
	<b>Vendor Total:</b>				<b>40.00</b>				
MW OH	URBAN GRAFFITI ENTERPR V001077	SEPT GRAFFITI REMOVAL	103652-6290 Dept. Contract Services	TK1108E	6,394.50	PLA21009	P03861	00070960	11/16/2010
	<b>Vendor Total:</b>				<b>6,394.50</b>				
MW IP	URBAN, ASHLEY V004861	UNIFORM CLEANING ALLOWANC	103040-6360 Uniforms	ITK1027A	100.00	102810		00070754	10/28/2010
	<b>Vendor Total:</b>				<b>100.00</b>				
MW IP	URRUTIA, JULIO	REFUND - PARKING CITATION	100000-4325	ITK1027A	10.00	102810		00070755	10/28/2010

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	V007290		Parking Permit Fees						
MW OH	US ARMOR V006673	VEST CARRIER	103042-6360 / 50070-6360 Uniforms	TK1108E	10.00 327.72	57836	P03708	00070961	11/16/2010
		<b>Vendor Total:</b>			<b>327.72</b>				
MW IP	US BANK V001073	SERIES 2001A PUBLIC FINANCING	476562-6030 Trustee Fees	ITK1027A	2,750.00	2673095	P04342	00070756	10/28/2010
MW IP	US BANK V001073	2009 SPECIAL TAX REF REV BONE	476562-6030 Trustee Fees	ITK1027A	2,500.00	2676400	P04343	00070756	10/28/2010
MW IP	US BANK V001073	PFA 2009 LRB WORKING CAPITAL	105525-6030 Trustee Fees	ITK1027A	2,500.00	2676453	P04344	00070756	10/28/2010
		<b>Vendor Total:</b>			<b>7,750.00</b>				
MW IP	US BANK CORPORATE PAY; V005008	TONER	101512-6315 Office Supplies	ITK1021A	60.04	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY; V005008	GASOLINE	433658-6345 Gasoline & Diesel Fuel	ITK1021A	28.40	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY; V005008	STORAGE CONTAINER CHARGES	103043-6160 Facility Rental	ITK1021A	121.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY; V005008	SPARKLETT'S CHARGES	103043-6301 Special Department Supplies	ITK1021A	12.50	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY; V005008	DUI MEALS	103041-6301 Special Department Supplies	ITK1021A	170.97	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY; V005008	POSTAGE-PLACENTIA FRESH	501515-6355 Small Furniture & Fixture	ITK1021A	337.52	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY; V005008	DESIGN/PRINTING OF POSTCARD	501515-6230 Printing & Binding	ITK1021A	812.53	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY; V005008	POSTAGE/CODE ENFORCEMENT	102533-6325 Postage	ITK1021A	90.58	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY; V005008	WATER	101511-6245 Meetings & Conferences	ITK1021A	4.25	101810		00070666	10/20/2010

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MW IP	US BANK CORPORATE PAY: V005008	HOTEL-LEAGUE CONFERENCE	101511-6245 Meetings & Conferences	ITK1021A	546.87	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK1021A	51.30	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	DINNER AT CONFERENCE	101511-6345 Gasoline & Diesel Fuel	ITK1021A	30.73	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK1021A	56.95	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK1021A	56.34	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	FASTRAK	101511-6345 Gasoline & Diesel Fuel	ITK1021A	40.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK1021A	59.70	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	ITK1021A	60.84	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	TONER	103550-6315 Office Supplies	ITK1021A	153.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK1021A	250.76	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK1021A	369.86	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK1021A	0.11	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	AWARDS LUNCHEON	103040-6245 Meetings & Conferences	ITK1021A	150.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	101572-6315 Office Supplies	ITK1021A	58.70	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	101572-6315 Office Supplies	ITK1021A	291.73	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	REKEY LOCKING UNIT	433654-6130	ITK1021A	38.92	101810		00070666	10/20/2010

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	V005008		Repair & Maint/Facilities						
MW IP	US BANK CORPORATE PAY: MISC SUPPLIES V005008		433654-6130 Repair & Maint/Facilities	ITK1021A	118.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: LIGHT FIXTURE V005008		433654-6130 Repair & Maint/Facilities	ITK1021A	125.58	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: PRESSURE BULB V005008		433654-6130 Repair & Maint/Facilities	ITK1021A	93.27	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: GRINDER BELT V005008		433654-6130 Repair & Maint/Facilities	ITK1021A	65.01	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: PAINT/TRAFFIC V005008		433654-6130 Repair & Maint/Facilities	ITK1021A	328.53	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: TRANSFORMER V005008		433654-6130 Repair & Maint/Facilities	ITK1021A	40.32	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: HERITAGE PARKING TAGS V005008		0044-2067 / 79392-2067 Heritage Committee	ITK1021A	120.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: HERITAGE SIGNS V005008		104071-6301 / 79392-6301 Special Department Supplies	ITK1021A	101.65	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: SCPPOA MEMBERSHIP V005008		104071-6255 Dues & Memberships	ITK1021A	32.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: CONCRETE/TOOLS V005008		103652-6301 Special Department Supplies	ITK1021A	47.81	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: ROAD SIGNS V005008		103652-6310 Street Signs	ITK1021A	108.71	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: PAINT/TRAFFIC V005008		103652-6301 Special Department Supplies	ITK1021A	328.53	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: BREAKROOM SUPPLIES V005008		103043-6301 Special Department Supplies	ITK1021A	59.95	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: WEEDEATER STRING V005008		103652-6301 Special Department Supplies	ITK1021A	118.12	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: DIGITAL RECORDERS V005008		102020-6315 Office Supplies	ITK1021A	135.36	101810		00070666	10/20/2010

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MW IP	US BANK CORPORATE PAY: TRUCK REPAIR V005008		0043-1505 Auto Supply Inventory	ITK1021A	217.72	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: A/C REPAIR V005008		0043-1505 Auto Supply Inventory	ITK1021A	390.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: THERMO PUMP V005008		0043-1505 Auto Supply Inventory	ITK1021A	180.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: PAINT/TRAFFIC V005008		103652-6301 Special Department Supplies	ITK1021A	328.53	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: OIL/CNG STATION V005008		0043-1505 Auto Supply Inventory	ITK1021A	253.78	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: HAND DISPENSER V005008		103655-6301 Special Department Supplies	ITK1021A	163.13	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: ELECTRICAL SUPPLIES V005008		103655-6301 Special Department Supplies	ITK1021A	8.05	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: MISC SUPPLIES V005008		103655-6301 Special Department Supplies	ITK1021A	109.48	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: ELECTRICAL SUPPLIES V005008		103655-6301 Special Department Supplies	ITK1021A	29.60	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: LIGHTBULBS V005008		103655-6301 Special Department Supplies	ITK1021A	122.25	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: FAUCET V005008		103655-6301 Special Department Supplies	ITK1021A	96.31	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: WINDOW HANDLES V005008		433654-6130 Repair & Maint/Facilities	ITK1021A	50.02	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: FLAG POLE SUPPLIES V005008		103655-6301 Special Department Supplies	ITK1021A	13.05	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: FLAG POLE SUPPLIES V005008		103655-6301 Special Department Supplies	ITK1021A	14.79	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: MISC SUPPLIES V005008		433654-6130 Repair & Maint/Facilities	ITK1021A	389.98	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: TRASH BAGS V005008		433654-6137	ITK1021A	43.33	101810		00070666	10/20/2010

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005008		Repair Maint/Equipment						
MW IP	US BANK CORPORATE PAY: V005008	USB FLASH DRIVE	422023-6301 Special Department Supplies	ITK1021A	32.60	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	101511-6315 Office Supplies	ITK1021A	105.70	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	TONER	433654-6301 Special Department Supplies	ITK1021A	76.82	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	103652-6301 Special Department Supplies	ITK1021A	13.91	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	PAINT/TRAFFIC	103652-6301 Special Department Supplies	ITK1021A	657.07	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	TEMP SENSOR FOR JEEP	0043-1505 Auto Supply Inventory	ITK1021A	1,352.94	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	PAINT/TRAFFIC	103652-6301 Special Department Supplies	ITK1021A	328.53	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	NRSC MEMBERSHIP RENEWEL	103652-6301 Special Department Supplies	ITK1021A	345.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	TRASH BAGS	103655-6301 Special Department Supplies	ITK1021A	80.43	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	PESTICIDE SEMINAR	103655-6301 Special Department Supplies	ITK1021A	70.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	LIGHTBULBS	103655-6301 Special Department Supplies	ITK1021A	130.50	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	LIGHTBULBS	103655-6301 Special Department Supplies	ITK1021A	108.75	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	CHAINSAW OIL	103655-6301 Special Department Supplies	ITK1021A	55.17	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	CREDIT	101511-6315 Office Supplies	ITK1021A	-27.19	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	MIXER REFRESHMENTS	101001-6301 Special Department Supplies	ITK1021A	28.00	101810		00070666	10/20/2010

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	101511-6315 Office Supplies	ITK1021A	83.70	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	ENTERTAINMENT/MIXER	101001-6301 Special Department Supplies	ITK1021A	50.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	RECYCLED PAPER	101511-6315 Office Supplies	ITK1021A	123.95	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	INVITATIONS	101001-6301 Special Department Supplies	ITK1021A	17.39	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	SEPT CAL CARD PURCHASES	101002-6299 Other Purchased Services	ITK1021A	57.79	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	FANS	104071-6301 Special Department Supplies	ITK1021A	64.73	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	SPRAY CANNISTERS	103041-6301 Special Department Supplies	ITK1021A	30.43	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	SHREDDER MACHINE	103042-6301 / 50050-6301 Special Department Supplies	ITK1021A	32.61	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	PHONE LABELS	213041-6301 / 50095-6301 Special Department Supplies	ITK1021A	171.10	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	FIRST AID SUPPLIES	103043-6301 / 50040-6301 Special Department Supplies	ITK1021A	74.21	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	SYRINGE TUBES	103043-6301 / 50100-6301 Special Department Supplies	ITK1021A	98.38	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	BLANK CDS/JEWEL CASES	103043-6301 Special Department Supplies	ITK1021A	483.94	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	EXAM GLOVES	103043-6301 / 50100-6301 Special Department Supplies	ITK1021A	281.35	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	UNIFORM CLEANING	103040-6360 / 50040-6360 Uniforms	ITK1021A	8.58	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-PARKS PROGRAM	104071-6301 Special Department Supplies	ITK1021A	18.94	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301	ITK1021A	5.44	101810		00070666	10/20/2010

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: SUPPLIES-MOVIES IN THE PARK V005008		104071-6301 Special Department Supplies	ITK1021A	24.08	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: CLASS REGISTRATION V005008		103041-6250 Staff Training	ITK1021A	226.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: CLASS REGISTRATION V005008		103041-6250 Staff Training	ITK1021A	110.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: AIRLINE TICKETS V005008		103042-6250 Staff Training	ITK1021A	717.60	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: CLASS REGISTRATION V005008		103042-6250 Staff Training	ITK1021A	300.00	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: COPY PAPER V005008		103040-6315 Office Supplies	ITK1021A	313.10	101810		00070666	10/20/2010
MW IP	US BANK CORPORATE PAY: OFFICE SUPPLIES V005008		103040-6315 Office Supplies	ITK1021A	198.35	101810		00070666	10/20/2010
				<b>Vendor Total:</b>	<b>14,936.36</b>				
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/16 PD 10/22	0043-2126 Employee PARS/ARS W/H	ITK1027A	76.00	102010N		00070752	10/28/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/16 PD 10/22	0010-2126 Employee PARS/ARS W/H	ITK1027A	2,136.27	102010N		00070752	10/28/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/16 PD 10/22	0010-2131 Employer PARS/ARS Payable	ITK1027A	2,136.27	102010N		00070752	10/28/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/16 PD 10/22	0042-2126 Employee PARS/ARS W/H	ITK1027A	3.24	102010N		00070752	10/28/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/16 PD 10/22	0043-2131 Employer PARS/ARS Payable	ITK1027A	76.00	102010N		00070752	10/28/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/16 PD 10/22	0042-2131 Employer PARS/ARS Payable	ITK1027A	3.24	102010N		00070752	10/28/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/2 PD 10/8	0010-2131 Employer PARS/ARS Payable	ITK1021A	1,863.11	106100		00070665	10/20/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/2 PD 10/8	0010-2126	ITK1021A	1,863.11	106100		00070665	10/20/2010

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006596		Employee PARS/ARS W/H						
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/2 PD 10/8	0042-2126 Employee PARS/ARS W/H	ITK1021A	4.14	106100		00070665	10/20/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/2 PD 10/8	0043-2131 Employer PARS/ARS Payable	ITK1021A	74.11	106100		00070665	10/20/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/2 PD 10/8	0042-2131 Employer PARS/ARS Payable	ITK1021A	4.14	106100		00070665	10/20/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/2 PD 10/8	0043-2126 Employee PARS/ARS W/H	ITK1021A	74.11	106100		00070665	10/20/2010
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/30 PD 11/5	0043-2131 Employer PARS/ARS Payable	TK1108E	77.41	11210M		00070958	11/16/2010
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/30 PD 11/5	0043-2126 Employee PARS/ARS W/H	TK1108E	77.41	11210M		00070958	11/16/2010
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/30 PD 11/5	0042-2131 Employer PARS/ARS Payable	TK1108E	3.24	11210M		00070958	11/16/2010
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/30 PD 11/5	0010-2131 Employer PARS/ARS Payable	TK1108E	1,918.41	11210M		00070958	11/16/2010
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/30 PD 11/5	0010-2126 Employee PARS/ARS W/H	TK1108E	1,918.41	11210M		00070958	11/16/2010
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/30 PD 11/5	0042-2126 Employee PARS/ARS W/H	TK1108E	3.24	11210M		00070958	11/16/2010
MW IP	VALENTINE, THOMAS V003076	DRIVING FORCE-REG, TRAVEL, ME	103041-6250 Staff Training		<b>Vendor Total:</b>				
					12,311.86				
MW IP				ITK1027A	22.33	102610	P04319	00070757	10/28/2010
MW IP	VANTAGEPOINT TRANSFER V007191	P/E 10/2 PD 10/8	0010-2170 Deferred Comp Payable - ICMA	ITK1021A	73.40	10610M		00070667	10/20/2010
MW IP	VANTAGEPOINT TRANSFER V007191	P/E 10/2 PD 10/8	0048-2170 Deferred Comp Payable - ICMA	ITK1021A	2.02	10610M		00070667	10/20/2010
MW IP	VANTAGEPOINT TRANSFER V007191	P/E 10/2 PD 10/8	0029-2170	ITK1021A	1.34	10610M		00070667	10/20/2010

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	V007191		Deferred Comp Payable - ICMA						
MW IP	VANTILBORG, KIMBERLY V002630	UNIFORM CLEANING ALLOWANC	103040-6360 Uniforms	Vendor Total: ITK1027A	76.76	100.00 102810		00070758	10/28/2010
MW IP	VISTA PAINT CORP V001091	PAINT HOSE	0043-1505 Auto Supply Inventory	Vendor Total: ITK1027A	100.00	73.50 2010-924228-00	P04286	00070759	10/28/2010
MW IP	VOIGT, SARAH V004058	UNIFORM CLEANING ALLOWANC	103040-6360 Uniforms	Vendor Total: ITK1027A	73.50	100.00 102810		00070760	10/28/2010
MW IP	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	Vendor Total: ITK1021A	100.00	285.25 178071	P03875	00070668	10/20/2010
MW IP	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	ITK1021A	282.43	178072	P03875	00070668	10/20/2010
MW IP	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	ITK1027A	285.95	234999	P03875	00070761	10/28/2010
MW IP	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	ITK1027A	285.25	245109	P03875	00070761	10/28/2010
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK1108E	355.23	253140	P03875	00070962	11/16/2010
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK1108E	89.18	253141	P03875	00070962	11/16/2010
MW IP	WAGE WORKS V006513	OCT FLEXABLE SPENDING ACCO	395083-6025 Third Party Administration	Vendor Total: ITK1027A	1,583.29	101.48 88102	P04281	00070762	10/28/2010
MW OH	WEST COAST ARBORISTS IN V001124	TREE TRIMMING	103655-6115 Landscaping	Vendor Total: TK1108E	101.48	4,941.48 68346	P04007	00070963	11/16/2010

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	WEST COAST LIGHTS & SIR V006106	REPLACE LIGHT BAR ON UNIT 251	0043-1505 Auto Supply Inventory	Vendor Total: ITK1027A	4,941.48				
					486.04	3607	P04248	00070763	10/28/2010
MW IP	WEST COAST LIGHTS & SIR V006106	REPLACE LIGHTBAR ON UNIT 251	0043-1505 Auto Supply Inventory	ITK1027A	480.94	3606	P04249	00070763	10/28/2010
MW OH	WIELAND, AILENE V007317	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	Vendor Total: TK1108E	966.98				
					113.00	65418		00070964	11/16/2010
MW OH	WILLDAN ENGINEERING V006688	CITY ENGINEERING SRVS	484356-6015 Engineering Services	Vendor Total: TK1108E	113.00				
					2,736.72	003-10658	P03626	00070965	11/16/2010
MW OH	WILLDAN ENGINEERING V006688	CITY ENGINEERING SRVS	484356-6015 Engineering Services	TK1108E	6,020.00	003-10659	P03626	00070965	11/16/2010
MW IP	WILLDAN ENGINEERING V006689	JULY TRAFFIC ENGINEERING	103550-6015 Engineering Services	Vendor Total: ITK1027A	8,756.72				
					1,470.00	006-10368	P03625	00070764	10/28/2010
MW OH	WILLDAN ENGINEERING V006689	SEPT TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK1108E	4,060.00	006-10491	P03625	00070966	11/16/2010
MW IP	WILLDAN ENGINEERING V006831	APRIL VAN BUREN IMPROVE	PROJ 333552-6015 / 6105715600-6015 Engineering Services	Vendor Total: ITK1027A	5,530.00				
					4,863.08	006-10158	P04255	00070765	10/28/2010
MW IP	WILLDAN ENGINEERING V006831	MAY VAN BUREN IMPROVE	PROJ 333552-6015 / 6105715600-6015 Engineering Services	ITK1027A	3,147.50	006-10208	P04255	00070765	10/28/2010
MW IP	WILLDAN ENGINEERING V006831	5/31-7/2 VAN BUREN IMPROV	PROJ 333552-6015 / 6105715600-6015 Engineering Services	ITK1027A	3,310.00	006-10274	P04255	00070765	10/28/2010
MW IP	WILLDAN ENGINEERING V006831	JULY VAN BUREN IMPROV	PROJ 333552-6015 / 6105715600-6015 Engineering Services	ITK1027A	2,364.85	006-10327	P04255	00070765	10/28/2010
MW IP	WILLDAN ENGINEERING V006831	AUG VAN BUREN IMPROV	PROJ 333552-6015 / 6105715600-6015 Engineering Services	ITK1027A	360.00	006-10391	P04255	00070765	10/28/2010
MW OH	WILLDAN ENGINEERING	AUG-OCT PLACENTIA AVE REPAV	103550-6015	TK1108E	2,155.00	004-10470	P04409	00070967	11/16/2010

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006831		Engineering Services						
MW IP	WILLDAN FINANCIAL SERV V005723	YEARLY ARBITRAGE REBATE SEF	102021-6099 Other Professional Services	Vendor Total: ITK1027A	16,200.43 1,300.00	010-11959	P04268	00070766	10/28/2010
MW IP	WOLFLEY, CHRISTOPHER V002623	UNIFORM CLEANING ALLOWANC	103040-6360 Uniforms	Vendor Total: ITK1027A	1,300.00 100.00	102810		00070767	10/28/2010
MW IP	WOODLING, VAUGHN V007259	PARKING CITAITON REFUND	0044-2038 Parking Fines	Vendor Total: ITK1027A	100.00 5.00	PK429906		00070768	10/28/2010
MW IP	WOODLING, VAUGHN V007259	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	ITK1027A	38.00	PK429906		00070768	10/28/2010
MW IP	WOW INFLATABLES V007261	HERITAGE FESTIVAL	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: ITK1014	43.00 3,497.27	100910	P04260	00070644	10/20/2010
MW IP	WU, JONATHAN V006550	NOV MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	Vendor Total: ITK1104A	3,497.27 50.00	NOV 10		00070820	11/04/2010
MW OH	WUNDERLICH, FRANCIS V007287	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK1108E	50.00 100.00	65356		00070968	11/16/2010
MW IP	XCS DOCUMENT MANAGEN V006561	PLOTTER/PRINTER ANNUAL MAIN	103550-6135 Repair/Maint Off Furn & Equip	Vendor Total: ITK1027A	100.00 340.55	024050	P04290	00070769	10/28/2010
MW IP	YORBA LINDA WATER DIST V001148	MONTHLY WATER CHARGES	431010-6335 Water	Vendor Total: ITK1021A	340.55 1,744.92	101410		00070669	10/20/2010
MW IP	YORBA LINDA WATER DIST V001148	MONTHLY WATER CHARGES	431010-6335 Water	ITK1104A	1,940.69	102510		00070821	11/04/2010

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	YORBA LINDA WATER DIST V006633	AUG SEWER CHARGES	431010-6335 Water	Vendor Total: ITK1027A	3,685.61	250.00 5425		00070770	10/28/2010
MW IP	YOUNG REMBRANDTS V005204	FALL CONTRACT INSTRUCTOR PA	104071-6060 / 79248-6060 Instructional Services	Vendor Total: ITK1104A	250.00	148.20 FALL 10	P04384	00070822	11/04/2010
MW OH	YU, MING V005536	DEPOSIT REFUND-OBERLE GYM	100000-4385 / 79179-4385 Facility Rental	Vendor Total: TK1108E	148.20	100.00 65284		00070969	11/16/2010
MW OH	ZEP MANUFACTURING COM V001155	CLEANING SUPPLIES	433558-6301 Special Department Supplies	Vendor Total: TK1108E	100.00	202.51 53381237	P03827	00070970	11/16/2010
MW OH	ZEP MANUFACTURING COM V001155	CLEANING SUPPLIES	433558-6301 Special Department Supplies	Vendor Total: TK1108E	84.99	53382704	P03827	00070970	11/16/2010
MW OH	ZUMAR INDUSTRIES INC V001156	STREET SIGNS	103652-6310 Street Signs	Vendor Total: TK1108E	287.50	2,378.36 0124948	P04287	00070971	11/16/2010
MW OH	ZUMAR INDUSTRIES INC V001156	STREET SIGNS	103652-6310 Street Signs	Vendor Total: TK1108E	2,470.52	0124560	P04309	00070971	11/16/2010
<b>Vendor Total:</b>					<b>4,848.88</b>				
<b>Type Total:</b>					<b>2,498,054.94</b>				
<b>Warrant Total:</b>					<b>2,570,555.20</b>				

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Redevelopment Agency Warrant Register  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 32,551.34

<b>Fund Name</b>	<u>Warrant Totals by Fund</u>
405-Low & Moderate Housing	286.00
410-RDA Capital Projects	32,265.34

Void Total: 0.00  
Warrant Total: 32,551.34

Warrant Total: 32,551.34

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 10/16/10 PD DATE 10/22/10	0035-2170 Deferred Comp Payable - ICMA	PY10022	388.47	2995/1001022		00001644	10/22/2010
EP	ICMA RETIREMENT TRUST V000496	P/E 10/30/10 PD DATE 11/5/10	0035-2170 Deferred Comp Payable - ICMA	PY10023	388.47	2995/1001023		00001738	11/04/2010
MW IP	ARCZYNSKI, ANDREW V V005588	LEGAL SERVICES	347536-6005 Legal Services	ITK1104A	286.00	103110A	P04139	00070783	11/04/2010
		<b>Vendor Total:</b>			<b>776.94</b>				
		<b>Type Total:</b>			<b>776.94</b>				
MW IP	CONCEPTUAL DESIGN & PL PROFESSIONAL SERVICES - RETAI V006761		357536-6099 Other Professional Services	ITK1027A	5,190.00	2	P04276	00070692	10/28/2010
		<b>Vendor Total:</b>			<b>286.00</b>				
MW IP	CONCEPTUAL DESIGN & PL PROFESSIONAL SERVICES - RETAI V006761		357536-6099 Other Professional Services	ITK1027A	2,595.00	3	P04276	00070692	10/28/2010
		<b>Vendor Total:</b>			<b>7,785.00</b>				
MW IP	DOMER, KEN V005932	NOV MONTHLY EXPENSES	357536-5001 Salaries/Full-Time Regular	ITK1104A	100.00	NOV 10		00070794	11/04/2010
		<b>Vendor Total:</b>			<b>100.00</b>				
MW OH	LOOPNET INC V007267	LOOPLINK SETUP FEE	357536-6499 Other Program Expenditures	TK1108C	550.00	12341768	P04330	00070901	11/16/2010
		<b>Vendor Total:</b>			<b>100.00</b>				
MW OH	LOOPNET INC V007267	LOOPLINK PACKAGE	357536-6499 Other Program Expenditures	TK1108C	1,945.00	12341767	P04332	00070901	11/16/2010
		<b>Vendor Total:</b>			<b>2,495.00</b>				
MW IP	OGAWA, KAREN V005894	NOV MONTHLY EXPENSES	357536-5001 Salaries/Full-Time Regular	ITK1104A	25.00	NOV 10		00070808	11/04/2010
		<b>Vendor Total:</b>			<b>25.00</b>				
MW IP	ORANGE COUNTY TREASURY PROPERTY TAX-132 E. CROWTHER V007152		357536-6401 Community Programs	ITK1027A	20,924.00	339-091-08	P04331	00070734	10/28/2010
		<b>Vendor Total:</b>			<b>20,924.00</b>				
MW IP	Union Bank PARS #674602240	PARS/ARS P/E 10/16 PD 10/22	0035-2126	ITK1027A	23.96	102010N		00070752	10/28/2010
		<b>Vendor Total:</b>			<b>23.96</b>				

**City of Placentia  
Warrant Register  
For 11/16/2010**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006596		Employee PARS/ARS W/H						
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/16 PD 10/22	0035-2131 Employer PARS/ARS Payable	ITK1027A	23.96	102010N		00070752	10/28/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/2 PD 10/8	0035-2131 Employer PARS/ARS Payable	ITK1021A	28.95	106100		00070665	10/20/2010
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/2 PD 10/8	0035-2126 Employee PARS/ARS W/H	ITK1021A	28.95	106100		00070665	10/20/2010
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/30 PD 11/5	0035-2126 Employee PARS/ARS W/H	TK1108E	26.79	11210M		00070958	11/16/2010
MW OH	Union Bank PARS #674602240 V006596	PARS/ARS P/E 10/30 PD 11/5	0035-2131 Employer PARS/ARS Payable	TK1108E	26.79	11210M		00070958	11/16/2010

Vendor Total: 159.40

Type Total: 31,774.40

Warrant Total: 32,551.34



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: NOVEMBER 16, 2010

**SUBJECT:** SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.03, 20.04, 20.08, 20.12, 20.16, AND 20.20 OF TITLE 20 OF THE PLACENTIA MUNICIPAL CODE AND ADOPTING BY REFERENCE, THE CALIFORNIA FIRE CODE, 2010 EDITION, THE CALIFORNIA BUILDING CODE, 2010 EDITION, THE CALIFORNIA RESIDENTIAL CODE, 2010 EDITION, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2010 EDITION, THE CALIFORNIA PLUMBING CODE, 2010 EDITION, THE CALIFORNIA MECHANICAL CODE, 2010 EDITION, AND THE CALIFORNIA ELECTRICAL CODE, 2010 EDITION, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES.

**FINANCIAL  
IMPACT:** NONE

### **INTRODUCTION:**

On October 19, 2010 a Public Hearing was held to receive public comment on the proposed 2010 Building, Fire, Mechanical, Electrical, Plumbing, Residential and Green Building code updates as put forward in the attached ordinance. No public comment was received and the City Council unanimously approved the First Reading of the ordinance. This action will approve a resolution adopting the ordinance which will take effect thirty days thereafter.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Conduct a Second Reading and Adopt "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.03, 20.04, 20.08, 20.12, 20.16, AND 20.20 OF TITLE 20 OF THE PLACENTIA MUNICIPAL CODE AND ADOPTING BY REFERENCE, THE CALIFORNIA FIRE CODE, 2010 EDITION, THE CALIFORNIA BUILDING CODE, 2010 EDITION, THE CALIFORNIA RESIDENTIAL CODE, 2010 EDITION, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2010 EDITION, THE CALIFORNIA PLUMBING CODE, 2010 EDITION, THE CALIFORNIA MECHANICAL CODE, 2010 EDITION, AND THE CALIFORNIA ELECTRICAL CODE, 2010 EDITION, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES."

2. Approve Resolution R-2010-\_\_\_\_, making required findings pertaining to modifications to the uniform fire and construction codes adopts as O-2010-\_\_\_\_.
3. Authorize a 10% building permit fee reduction incentive for voluntary Tier 1 level participation for Title 24 Part 6 (California Energy Code) compliance and direct staff to develop documentation and implement incentive program after January 1, 2010 effective date.

### **BACKGROUND:**

As discussed during the staff presentation of the Public Hearing, the California Building Standards Commission (“Commission”) is required by law to promulgate state-wide codes for use by municipalities every three (3) years. The Commission adopted model codes in July 2010, with an effective date of January 1, 2011.

As described in the Staff Report for the introduction of this code amendment process on September 21, 2010 and again on October 19, 2010 during the Public Hearing, the City, through its Building Official, participated with all member cities of the Orange County Fire Authority, as well as a representative of the Building Industry Association, Orange County, to review the six (6) model codes adopted by the Commission and the Fire Code as adopted by the State Fire Marshal.

The amendments as contained in the ordinance are allowed based on local conditions, such as climatic and geologic conditions, and must be made at the time of adoption to be effective. The proposed amendments in the Fire and Building Codes are virtually identical to the amendments made to the model codes by the City Council in the 2007 enactments (See: Ordinance Nos. O-2007-05 and O-2007-06 and Resolution No. R-2007-51). Accordingly, while the number of modifications seems quite substantial, the changes are essentially the same as previously made. As a result, contractors and homeowners will find little, if any, difference between the existing codes and the codes proposed for adoption at this time.

Further, the City Council provided direction to staff regarding the Green Building Standards Code. The purpose of the Green Building Standards Code (CalGreen) is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, building systems, materials and appurtenances in order to optimize use of renewable resources and minimize effects on the environment.

Beyond the mandatory measures within CalGreen are two 'tiers' that local governments may choose to adopt. Each tier adds a further set of green building measures that go above and beyond the mandatory measures of the Code. Based on direction by the City Council, the City will set a voluntary approach to achieve the Tier 1 level which seeks for developer to achieve a 15% improvement over the current Title 24 Part 6 code (California energy code). Tier 1 requires additional non-energy prerequisites, as well as a certain number of elective measures in each green building category (energy efficiency, water efficiency, resource conservation, indoor air quality and community).

As directed by Council, this Tier 1 will be voluntary for developers/contractors. However, to encourage voluntary achievement of increased energy efficiencies, a 10%

reduction in applicable building permit fees was recommended and accepted by the Council. As such, upon verification of achieving the Tier 1 level, 10% of the applicable building permit fees will be refunded for the project. Staff will develop the appropriate documentation, procedures and material to encourage participation in anticipation of a January 1, 2011 effective date.

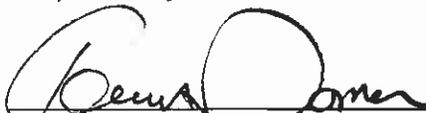
**CEQA:**

Not applicable.

**FINANCIAL IMPACT:**

No fiscal impact of code implementation. The 10% reduction in applicable, per project building permit fees based on achieving a voluntary Tier 1 efficiency improvement is deemed a minimal, though unknown cost impact at this time.

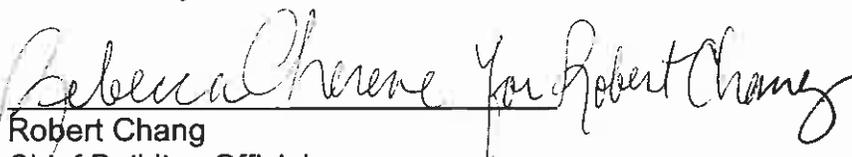
Prepared by:

  
\_\_\_\_\_  
Kenneth A. Damer  
Assistant City Administrator,  
Development Services

Reviewed and approved:

  
\_\_\_\_\_  
Troy L. Butzleff, CMA-CM  
City Administrator

Submitted by:

  
\_\_\_\_\_  
Robert Chang  
Chief Building Official

Attachment: Ordinance O-2010-\_\_\_\_  
Resolution R-2010-\_\_\_\_

ORDINANCE NO. O-2010-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.03, 20.04, 20.08, 20.12, 20.16, AND 20.20 OF TITLE 20 OF THE PLACENTIA MUNICIPAL CODE AND ADOPTING BY, REFERENCE, THE CALIFORNIA FIRE CODE, 2010 EDITION, THE CALIFORNIA BUILDING CODE, 2010 EDITION, THE CALIFORNIA RESIDENTIAL CODE, 2010 EDITION, THE CALIFORNIA PLUMBING CODE, 2010 EDITION, THE CALIFORNIA ELECTRICAL CODE, 2010 EDITION, CALIFORNIA MECHANICAL CODE, 2010 EDITION, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2010 EDITION, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES.

City Attorney's Summary

This Ordinance repeals existing provisions of Titles 18 and 20 of the Placentia Municipal Code and adopts new standards and codes regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City as well as prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures. This Ordinance adopts, by reference, the California Fire Code, 2010 Edition, and codes adopted by the California Building Standards Commission, including the California Building Code, 2010 Edition, the California Residential Code, 2010 Edition, the California Green Building Standards Code, 2010 Edition; the California Plumbing Code, 2010 Edition, the California Mechanical Code, 2010 Edition, and the California Electrical Code, 2010 Edition and provides for the issuance of permits and collection of fees therefor and establishing penalties for violation(s) thereof.

**A. Recitals.**

(i) California Health and Safety Code § 17922 requires cities within the state to adopt standardized building and construction codes, subject to permitted local amendments thereto, within specified timelines.

(ii) Article 2 of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code (§§ 50022.2, et seq.) authorizes the adoption by reference of standardized codes, including the above-entitled Codes.

(iii) A duly noticed public hearing, as required by California Government Code § 50022.3, has been conducted and concluded prior to the adoption of this ordinance.

(iv) 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. Chapters 18.04 of Title 18 and Chapters 20.03, 20.04, 20.08, 20.12, 20.16, and 20.20 of Title 20 of the Placentia Municipal Code hereby are repealed, in their entirety provided, however, that said repeal shall not vitiate any permit or entitlement issued thereunder and, further, said repeal shall not apply to or excuse any violation(s) thereof occurring prior to the effective date of this ordinance and provided further that the codes thereby adopted, as previously adopted by reference and amended by ordinances of this City, shall continue to be applicable to construction wherein plans have been submitted for plan check as of the effective date of this ordinance so long as the initial permit therefor is issued no later than thirty (30) days after the effective date of this Ordinance.

Section 3. A new Chapter 18.04 hereby is added to Title 18 of the Placentia Municipal Code to read, in words and figures, as follows:

"Chapter 18.04

"California Fire Code, 2010 Edition

"Sections:

"18.04.010	Title
"18.04.020	Purpose
"18.04.030	Adoption of Fire Code
"18.04.040	Definition of Terms
"18.04.050	Amendments to Fire Code
"18.04.060	Enforcement and Inspections
"18.04.070	Fees
"18.04.080	Copy filed

"Section 18.04.010 - Title.

"This Chapter shall be known as the 'Placentia Fire Code.'

"Section 18.04.020 - Purpose.

"The purpose of this Chapter is to prescribe regulations and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Section 18.04.030 - Adoption of Fire Code.

"There hereby is adopted as the 'Placentia Fire Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Fire Code, 2010 Edition, based on the 2009 International Fire Code as published by the International Code Council, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Fire Code of the City of Placentia, to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Fire Code, said State regulations shall prevail over the provisions of the Placentia Fire Code except as specifically modified herein.

**"Section 18.04.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Fire Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building and safety division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

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

"(D) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(E) 'Jurisdiction' means the City of Placentia.

"(F) "Local Enforcing Agency" means the Orange County Fire Authority or the Building Official of City.

"(G) 'OCFA' means the Orange County Fire Authority.

**"Section 18.04.050 - Amendments to Fire Code.**

"The following provisions of the California Fire Code hereby are amended to read, in words and figures, as follows:

"Section 105.3. Right of Entry.

"A. The fire code official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the fire code official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"B. Except in emergency situations, the fire code official shall not enter any building or premises without the consent of

the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the fire code official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

"Section 105.6.29. Miscellaneous combustible storage. An operational permit is required to store in any building or upon any premises in excess of 2500 cubic feet (71 m<sup>3</sup>) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork, green waste, composting, yard waste, or similar combustible material.

"Section 105.6.35. Private fire hydrants hereby is deleted, in its entirety.

"Section 109.3. Violation - Penalties hereby is deleted, in its entirety.

"Section 202. General Definitions hereby is amended by the addition of the terms 'Flow-line' and 'Hazardous Fire Area', and revising "High-Rise Building" to read, in words and figures, as follows:

"Flow-Line. is the lowest continuous elevation on a rolled curb defined by the path traced by a particle in a moving body of water at the bottom of the rolled curb.

"Hazardous Fire Area shall include all areas identified within § 4906.2 of this code and other areas as determined by the fire code official due to the presence of combustible vegetation, or the proximity of the property to an area that contains combustible vegetation.

"High Rise Building, in other than Group 1-2 occupancies shall mean:

"1. 'Existing high-rise structure' means a high-rise structure, the construction of which commenced or was completed prior to July 1, 1974.

"2. 'High-rise structure' means every building of any type

of construction or occupancy having floor(s) used for human occupancy located more than 55 feet above the lowest floor level having building access except buildings used as hospitals as defined by California Health and Safety Code § 1250.

"3. 'New high-rise structure' means a high-rise structure, the construction of which commenced on or after July 1, 1974.

"Section 304.1.2(7). Vegetation hereby is amended by the addition of subsection '(E)' to read, in words and figures, as follows:

"(E) OCFA Vegetation Management Guidelines.

"Section 305.5. Chimney spark arrestors hereby is amended to read, in words and figures, as follows:

"All chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrestor, the spark arrester shall meet all of the following requirements:

"(A) The net free area of the spark arrester shall not be less than four times the net area of the outlet of the chimney.

"(B) The spark arrester screen shall have heat or corrosion resistance equivalent to 12 gage steel wire, 19 gage galvanized wire or 24 gage stainless steel.

"(C) Openings shall not permit the passage of spheres having a diameter larger than ½ inch and shall not block the passage of spheres having a diameter of less than 3/8 inch.

"(D) The spark arrester shall be accessible for cleaning and the screen or chimney cap shall be removable to allow for cleaning of the chimney flue.

"A new § 318 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 318. Development On Or Near Land Containing Or Emitting Toxic, Combustible or Flammable Liquids, Gases or Vapors. The fire code official may require the submittal for approval of geological studies, evaluations, reports, remedial recommendations and/or similar documentation from a state-licensed and department-approved individual or firm, on any parcel of land to be developed which has, or is adjacent to, or

within 1,000 feet (304.8 m) of a parcel of land that has an active, inactive, or abandoned oil or gas well operation, petroleum or chemical refining facility, petroleum or chemical storage, or may contain or give off toxic, combustible or flammable liquids, gases or vapors.

"A new § 319 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 319. Fuel Modification Requirements for New Construction. All new buildings to be built or installed in areas containing combustible vegetation shall comply with the following:

"(A) Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative map.

"(B) Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.

"(C) The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of the OCFV Vegetation Management Guidelines.

"(D) The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval by the fire code official.

"(E) All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process set forth in this code.

"A new § 320 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 320. Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces .

"Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

"A new § 321 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 321. Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

"(A) Difficult terrain.

"(B) Danger of erosion.

"(C) Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.

"(D) Stands or groves of trees or heritage trees.

"(E) Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

"A new § 322 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 322. Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated, in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in § 322.(A) maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

"Exception:

"(A) Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the California Vehicle Code.

"(B) Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

"A new § 322.1 hereby is added to the California Fire Code

to read, in words and figures, as follows:

"Section 322.1. Spark arrestors. Spark arrestors shall comply with the following:

"(A) A spark arrester is a device constructed of nonflammable material specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch (0.58 mm) in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.

"(B) Spark arresters affixed to the exhaust system of engines or vehicles subject to § 322 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

"A new § 323 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 323. Restricted Entry. The fire code official shall determine and publicly announce when hazardous fire areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of hazardous fire areas, except public roadways, inhabited areas or established trails and camp sites which have not been closed during such time when the hazardous fire area is closed to entry, is prohibited.

"Exception:

"(A) Residents and owners of private property within hazardous fire areas and their invitees and guests going to or being upon their lands.

"(B) Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the United States Forest Service.

"A new § 324 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 324. Trespassing on posted property. When the fire code official determines that a specific area within a hazardous fire area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be closed until changed conditions warrant

termination of closure. Such areas shall be posted as hereinafter provided.

"Signs. Approved signs prohibiting entry by unauthorized persons and referring to applicable fire code chapters shall be placed on every closed area.

"Trespassing. Entering and remaining within areas closed and posted is prohibited.

"Exception: Owners and occupiers of private or public property within closed and posted areas, their guests or invitees, and local, state and federal public officers and their authorized agents acting in the course of duty.

"A new § 325 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 325. Outdoor fires. Outdoor fires shall not be built, ignited or maintained in or upon hazardous fire areas, except by permit from the fire code official.

"Exception: Outdoor fires within habited premises or designated campsites where such fires are built in a permanent barbecue, portable barbecue, outdoor fireplace, incinerator or grill and are a minimum of 30 feet (9144 mm) from a grass, grain, brush, or forest-covered area. Permanent barbecues, portable barbecues, outdoor fireplaces or grills shall not be used for the disposal of rubbish, trash or combustible waste material.

"A new § 325.1 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 325.1. Outdoor fire permits. Outdoor fire permits shall incorporate such terms and conditions which will reasonably safeguard public safety and property. Outdoor fires shall not be built, ignited or maintained in or upon hazardous fire areas under the following conditions:

"(A) When predicted sustained winds exceed 20 MPH at the ground level, or a 'red flag' condition has been declared,

"(B) When a person age 17 or over is not present at all times to watch and tend such fire, or

"(C) When a public announcement is made that open burning is prohibited.

"Partial adoption of Chapter 4.

"Chapter 4 of the California Fire Code relating to Emergency Planning and Preparedness shall include only §§ 401, 402, 403 and 407 thereof. All remaining provisions of said Chapter 4 hereby are deleted in their entirety.

"Section 503.1.1. Buildings and Facilities hereby is amended to read, in words and figures, as follows:

"Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

"Exception: The fire code official is authorized to increase the dimension of 150 feet (45720 mm) where:

"(A) The building is equipped throughout with an approved automatic sprinkler system installed in accordance with §§ 903.3.1.1, 903.3.1.2 or 903.3.1.3.

"(B) Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

"(C) There are not more than two (2) Group R-3 or Group U occupancies.

"(D) For Group R-3 and Group U occupancies equipped throughout with an approved automatic sprinkler system installed in accordance with § 6 903.3.1.1 or 903.3.1.2, or 903.3.1.3, the fire apparatus access road shall comply with the requirements of this section and shall extend to within 300 feet (91 m) of the main entry door to the building.

"Section 503.2.1. Dimensions hereby is amended to read, in words and figures, as follows:

"Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved gates in accordance with § 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). Street widths are to be measured from top

face of curb to top face of curb, on streets with curb and gutter, and from flow-line to flow-line on streets with rolled curbs.

"A new § 503.2.1.1 hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 503.2.1.1. Hazardous Areas. In areas defined as State Responsibility Area: Very High Fire Hazard Severity Zones, and Local Responsibility Area: Very High Fire Hazard Severity Zones Area as adopted by OCFA, the minimum fire apparatus road width shall be 28 feet (8.53 m).

"Exception: When the road serves no more than 3 dwelling units and the road does not exceed 150 feet (45.7 m) in length, the road width may be 24 feet (7.3 m).

"Section 503.4. Obstruction of Fire Apparatus Access Roads hereby is amended to read, in words and figures, as follows:

"Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in § 503.2.1 shall be maintained at all times. Speed Bumps and speed humps, shall be approved prior to installation.

"Section 503.6. Security Gates hereby is amended to read, in words and figures, as follows:

"The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. Vehicle access gates or barriers shall be in accordance with the OCFA Guidelines "Fire Master Plan for Commercial and Residential Development". All electrically operated vehicle access gates shall be equipped with an automatic opening device in addition to a key opening switch.

"Section 505.1. Address Identification hereby is amended to read, in words and figures, as follows:

"Address identification. New and existing buildings shall

have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for R-3 occupancies, for all other occupancies the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where access is by a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.

"Section 507.5.1. Where Required hereby is amended to read, in words and figures, as follows:

"Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than allowed in APPENDIX C - FIRE HYDRANT LOCATIONS AND DISTRIBUTION from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

"Exception:

"(A) For Group R-3 and Group U occupancies equipped throughout with an approved automatic sprinkler system installed in accordance with §§ 903.3.1.1 or 903.3.1.2, or 903.3.1.3, the distance requirement shall be not more than 600 feet (183 m).

"Section 510.1 Emergency Responder Radio Coverage in Buildings hereby is amended to read, in words and figures, as follows:

"All new buildings shall have radio coverage for emergency responders in accordance with the city's digital radio ordinance or the OCFA Emergency Responder Digital Radio Guidelines as applicable. This section shall not require improvement of existing public safety communication systems.

"Exception: Where it is determined by the fire code official that the radio coverage system is not needed.

"Section 510.2. Radio Signal Strength hereby is deleted, in its entirety.

"Section 604.2.15.1.1. Standby Power Loads, hereby is

amended to read, in words and figures, as follows::

"The following loads are classified as standby power loads:

"(A). Smoke control system.

"(B). Fire pumps.

"Standby power shall be provided for elevators in accordance with § 3003 of the Placentia Building Code.

"Section 604.2.15.2.1. (§ 403.1.1 Placentia Building Code). Emergency Power Loads, hereby is amended by the addition of a subsection 6 to read, in words and figures, as follows:

"Ventilation and automatic fire detection equipment for smoke proof enclosures.

"Section 606.8. Refrigerant Detector, hereby is amended to read, in words and figures, as follows::

"Machinery rooms shall contain a refrigerant detector with an audible and visual alarm. The detector, or a sampling tube that draws air to the detector, shall be located in an area where refrigerant from a leak will concentrate. The alarm shall be actuated at a value not greater than the corresponding TLV-TWA values shown in the California Mechanical Code for the refrigerant classification. Detectors and alarms shall be placed in approved locations. Emergency shutoff shall also be automatically activated when the concentration of refrigerant vapor exceeds 25 percent of LFL. The detector shall transmit a signal to an approved location.

"Section 606.10.1.2. Manual Operation, hereby is amended to read, in words and figures, as follows::

"When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room, in a secure metal box or equivalent and marked as 'Emergency Controls.'

"Section 608.1. Scope, hereby is amended to read, in words and figures, as follows::

"Stationary storage battery systems having an electrolyte capacity of more than 50 gallons (189 L) for flooded lead acid, nickel cadmium (Ni-Cd) and valve-regulated lead acid (VRLA), or

1,000 pounds (454 kg) for lithium-ion and lithium metal polymer, used for facility standby power, emergency power or, uninterrupted power supplies, shall comply with this section and Table 608.1. Indoor charging of electric carts/cars with more than 50 gallons (189 L) shall comply with § 608.10,

"A new § 608.10 hereby is added to the California Fire Code to read, in words and figures, as follows::

"608.10. Indoor Charging of Electric Carts/Cars. Indoor charging of electric carts/cars where the combined volume of all electric/cars battery electrolyte exceeds 50 gallons shall comply with following:

"1. Spill control and neutralization shall be provided and comply with § 608.5.

"2. Room ventilation shall be provided and comply with § 608.6.1.

"3. Signage shall be provided and comply with § 608.7.

"4. Smoke detection shall be provided and comply with § 907.2.

"A new § 6.10 hereby is added to the California Fire Code to read, in words and figures, as follows::

"Section 610.1. Photovoltaic Systems. Manual Operation. Photovoltaic systems shall comply with Orange County Fire Chief's Association Guideline for Fire Safety Elements of Solar Photovoltaic Systems. The provisions of this section may be applied by either the fire code official or the building official.

"Partial adoption of Chapter 8.

"Chapter 8 of the California Fire Code relating to Interior Finish, Decorative Materials and Furnishings shall include only §§ 801, 802, 803, 804, 806.2, 807.1, 807.1.2, 807.4.2.4, 807.4.2.4.1, 807.4.5, 807.4.5.1, and Table 803.3 thereof. All remaining provisions of said Chapter 8 hereby are deleted in their entirety.

"Section 903.2. Fire Protections Systems, hereby is amended to read, in words and figures, as follows::

"Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following

conditions exists

"(A) New buildings: Notwithstanding any applicable provisions of §§ 903.2.1 through 903.2.12, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m<sup>2</sup>) as defined in § 202, regardless of fire areas or allowable area.

"Exception: Group R-3 occupancies. Group R-3 occupancies shall comply with § 903.2.8.

"(B) Existing Buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

"(1) When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet (465 m<sup>2</sup>) as defined in Section 202; or

"(2) When an addition exceeds 2000 square feet (186 m<sup>2</sup>) and the resulting building area exceeds 5000 square feet (465 m<sup>2</sup>) as defined in § 202.

"Section 903.2.8 Group R, hereby is amended to read, in words and figures, as follows::

"An automatic sprinkler system installed in accordance with § 902.1 shall be provided throughout all buildings with a Group R fire area as follows:

"(A) New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.

"(B) Existing Buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

"(1) When an addition is 33% or more of the existing building area as defined in § 202, and greater than 1000 square feet (93 m<sup>2</sup>) within a two (2) year period; or

"(2) An addition when the existing building is already provided with automatic sprinklers; or.

"(3) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the building official determines that the

complexity of installing a sprinkler system would be similar as in a new building.

"Section 903.3.1.1.1 Exempt Locations, Exception 4 hereby is amended to read, in words and figures, as follows::

"(4) When approved by the fire code official, spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, and associated electrical power distribution equipment, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with § 907.2 and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire barriers constructed in accordance with § 707 or not less than 2-hour horizontal assemblies constructed in accordance with § 712, or both.

"Section 903.4. Sprinkler System Supervision and Alarms hereby is amended by modifying item 1, deleting item 3 and 5, and renumbering the 'Exceptions' to read, in words and figures, as follows:

"1 Automatic sprinkler systems protecting one- and two-family dwellings.

"2 Limited area systems serving fewer than 20 sprinklers.

"3 Jockey pump control valves that are sealed or locked in the open position.

"4 Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.

"5 Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

"Section 904.3.5 hereby is amended to read, in words and figures, as follows:

"Where a building fire alarm or monitoring system is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm or monitoring system in accordance with NFPA 72.

"Section 905.4. Location of Class I Standpipe Hose Connections hereby is amended by the addition of Items 7 and 8 to read, in words and figures, as follows:

"7 The centerline of the 2.5 inches (63.5 mm) outlet shall be no less than 18 inches (457.2 mm) above and no more than 24 inches above the finished floor.

"8 Every new building with any horizontal dimensions greater than 300 feet (91440 mm) shall be provided with either access doors or a 2.5 inches outlets so that all portions of the building can be reached with 150 feet (46 m)) of hose from an access door or hose outlet. Required access doors shall be located in the exterior of the building and shall be accessible without the use of a ladder. The door dimensions shall be not less than 3 feet (914 mm) in width, and not less than 6 feet 8 inches (2032 mm) in height. These doors are for fire department access only.

"Section 907.2.13. High-rise Buildings hereby is amended to read, in words and figures, as follows:

"High-rise buildings having occupied floors located more than 55 feet (16769 mm) above the lowest level of fire department vehicle access and Group I-2 occupancies having floors located more than 75 feet (22860 mm) above the lowest level fire department vehicle access. High-rise buildings having occupied floors located more than 55 feet (16769 mm) above the lowest level of fire department vehicle access and Group I-2 occupancies having floors located more than 75 feet (22860 mm) above the lowest level fire department vehicle access shall be provided with an automatic smoke detection in accordance with § 907.2.13.1, a fire department communication system in accordance with § 907.2.13.2 and an emergency voice/alarm communication system in accordance with § 907.6.2.2.

"Exceptions:

"1. Airport traffic control towers in accordance with §§ 907.2.22 and 412 of the California Building Code.

"2. Open parking garages in accordance with § 406.3 of the California Building Code.

"3. Buildings with an occupancy in Group A-5 in accordance with § 303.1 of the California Building Code.

"4. Low-hazard special occupancies in accordance with § 503.1.1 of the California Building Code.

"5. In Group I-2 and R-2.1 occupancies, the alarm shall sound at a constantly attended location and general occupant notification shall be broadcast by the emergency voice/alarm communication system

"Section 907.4.1. Duct Smoke Detectors hereby is amended to read, in words and figures, as follows:

"Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is installed. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal at a constantly attended location and shall perform the intended fire safety function in accordance with this code and the California Mechanical Code. Duct smoke detectors shall not be used as a substitute for required open area detection.

"Exception:

"1. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.

"Section 907.6.2.2. Emergency Voice/Alarm Communication System hereby is amended to read, in words and figures, as follows:

"Emergency voice/alarm communication systems required by this code shall be designed and installed in accordance with NFPA 72. The operation of any automatic fire detector, sprinkler water-flow device or manual fire alarm box shall automatically sound an alert tone followed by voice instructions giving approved information and directions for a general or staged evacuation in accordance with the building's plans required by § 404. In high-rise buildings having occupied floors located more than 55 feet, and Group I-2 occupancies having floors located more than 75 feet (22 860 mm) above the lowest level fire department vehicle access, the system shall operate on a minimum of the alarming floor, the floor above and the floor below. Speakers shall be provided throughout the building by paging zones. At a minimum, paging zones shall be provided as follows:

- "1. Elevator groups.
- "2. Exit stairways.
- "3. Each floor.
- "4. Areas of refuge as defined in § 1002.1.
- "5. Dwelling Units in apartment houses.
- "6. Hotel guest rooms or suites.

"Exception: In Group I-1 and R-2.1 occupancies, the alarm shall sound in a constantly attended area and a general occupant notification shall be broadcast over the overhead page.

"Section 907.7.3.2. High-rise Buildings, hereby is amended to read, in words and figures, as follows:

"High-rise buildings having occupied floors located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access and Group I-2 occupancies having occupied floors located more than 75 feet (22 860 mm) above the lowest level fire department vehicle access, a separate zone by floor shall be provided for all of the following types of alarm-initiating devices where provided:

- "1. Smoke detectors.
- "2. Sprinkler water-flow devices.
- "3. Manual fire alarm boxes
- "4. Other approved types of automatic detection devices or suppression systems.

"Section 910.3.2.2. Sprinklered Buildings hereby is amended to read, in words and figures, as follows:

"Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically by actuation of a heat-responsive device rated at least 100° F above the operating temperature of the sprinkler, unless otherwise approved.

"Section 1102.1. Definitions hereby is amended by the addition of the following definitions to read, in words and figures, as follows:

" 'Approach-Departure Path' The flight path of the helicopter as it approaches or departs from the landing pad.

" 'Emergency Helicopter Landing Facility' ('EHLF') A landing area on the roof of a high rise building that is not intended to function as a heliport or helistop but is capable of accommodating fire or medical helicopters engaged in emergency operations.

" 'Safety Area' A defined area surrounding the landing pad which is free of obstructions.

" 'Takeoff and Landing Area' The combination of the landing pad centered within the surrounding safety area.

"Section 1108. Emergency Helicopter Landing Facility hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 1108. Emergency Helicopter Landing Facility.

"Section 1108.1. General. Every building of any type of construction or occupancy having floors used for human occupancy located more than 75 ft above the lowest level of the fire department vehicle access shall have a rooftop EHLF in a location approved by the fire code official for use by fire, police, and emergency medical helicopters only.

"Section 1108.1.1. Rooftop Landing Pad. The landing pad shall be 50 ft. x 50 ft. or a 50 ft. diameter circle that is pitched or sloped to provide drainage away from access points and passenger holding areas at a slope of 0.5 percent to 2 percent. The landing pad surface shall be constructed of approved non-combustible, nonporous materials. It shall be capable of supporting a helicopter with a maximum gross weight of 15,000 lbs. For structural design requirements, see: Placentia Building Code.

"Section 1108.1.2. Approach-Departure Path. The emergency helicopter landing facility shall have two approach-departure paths separated from each other by at least 90 degrees. No objects shall penetrate above the approach-departure paths. The approach-departure path begins at the edge of the landing pad, with the same width or diameter as the landing pad and is a rising slope extending outward and upward at a ratio of eight (8) feet horizontal distance for every one (1) foot of vertical height.

"Section 1108.1.3. Safety Area. The safety area is a horizontal plane level with the landing pad surface and shall extend 25 ft in all directions from the edge of the landing pad. No objects shall penetrate above the plane of the safety area.

"Section 1108.1.4. Safety Net. If the rooftop landing pad is elevated more than 30 in. (2'-6") above the adjoining surfaces, a 6 ft in wide horizontal safety net capable of supporting 25 lbs/psf shall be provided around the perimeter of the landing pad. The inner edge of the safety net attached to the landing pad shall be slightly dropped (greater than 5 in. but less than 18 in.) below the pad elevation. The safety net shall slope upward but the outer safety net edge shall not be above the elevation of the landing pad.

"Section 1108.1.5. Take-off and Landing Area. The takeoff and landing area shall be free of obstructions and 100 ft x 100 ft. or 100 ft. diameter.

"Section 1108.1.6. Wind Indicating Device. An approved wind indicating device shall be provided but shall not extend into the safety area or the approach-departure paths.

"Section 1108.1.7. Special Markings. The emergency helicopter landing facility shall be marked as indicated in Figure 1108.1.7

"Section 1108.1.8. EHLF Exits. Two stairway exits shall be provided from the landing platform area to the roof surface. For landing areas less than 2,501 square feet in area, the second exit may be a fire escape or ladder leading to the roof surface below. The stairway from the landing facility platform to the floor below shall comply with CFC § 1009.4.2 for riser height and tread depth. Handrails shall be provided, but shall not extend above the platform surface.

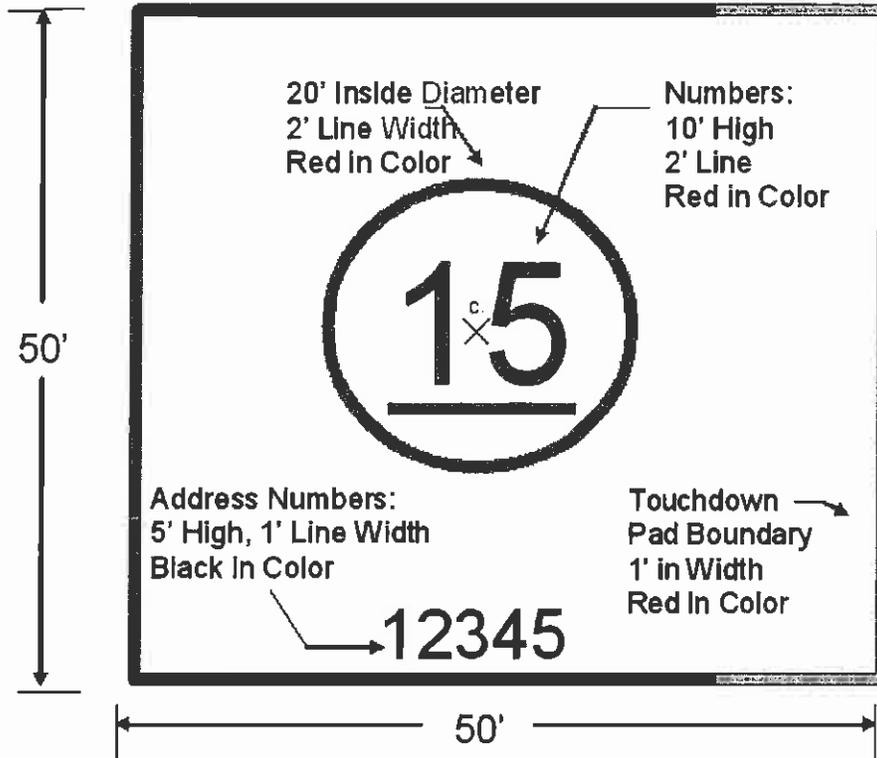
"Section 1108.1.9. Standpipe systems. The standpipe system shall be extended to the roof level on which the EHLF is located. All portions of the EHLF area shall be within 150 feet of a 2.5-inch outlet on a Class I or III standpipe.

"Section 1108.1.10. Fire extinguishers. A minimum of one portable fire extinguisher having a minimum 80-B:C rating shall be provided and located near the stairway or ramp to the landing pad. The fire extinguisher cabinets shall not penetrate the approach-departure paths, or the safety area. Installation, inspection, and maintenance of extinguishers shall be in accordance with the CFC, § 906.

"Section 1108.1.11. EHLF. Fueling, maintenance, repairs, or storage of helicopters is prohibited.

"Figure 1108.1.7. Figure 1108.1.7 hereby is added to the California Fire Code to read, in words and figures, as follows:

**Figure 1108.1.7 Helicopter Landing Pad Markings**



1. The preferred background is white or tan.
2. The circled, red numbers indicate the allowable weight that the facility is capable of supporting in thousands of pounds.
3. The numbers shall be oriented towards the preferred flight (typically facing the prevailing wind).

"Section 1901.2. Permit. hereby is amended by the addition of the following statement to the last sentence thereof to read, in words and figures, as follows:

"Permits shall be required as set forth in § 105.6. For Miscellaneous Combustible Storage Permit, see: § 105.6.29.

"Section 1908.1. General, hereby is amended to read, in words and figures, as follows:

"The storage and processing of more than 400 cubic feet of wood chips, hogged materials, fines, compost, green waste, and raw product produced from yard waste, debris and recycling facilities shall comply with §§ 1908.2 through 1908.10.

"Section 1908.2. Storage Site, hereby is amended to read, in words and figures, as follows:

"Storage sites shall be level and on solid ground or other all-weather surface. Sites shall be thoroughly cleaned and approval from fire code official is obtained before transferring products to the site.

"Section 1908.3. Size of Piles, hereby is amended to read, in words and figures, as follows:

"Piles shall not exceed 15 feet (4572 mm) in height, 50 feet (15 240 mm) in width and 100 feet (30 480 mm) in length.

"Section 1908.7. Pile Fire Protection, hereby is amended by the addition of the following statement after the last sentence thereof to read, in words and figures, as follows:

"Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

"Section 1908.9. Material-handling Equipment, hereby is amended by the addition of the following statement at the commencement thereof to read, in words and figures, as follows:

"All material handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

"Section 2308.3. Flue Spaces, hereby is amended by the addition of the following statement at the conclusion thereof to read, in words and figures, as follows:

"Flue spaces shall be provided in accordance with Table 2308.3. Required flue spaces shall be maintained. In double-row racks a pallet/commodity stop shall be provided along the longitudinal flue space at each level. The stop shall be steel or other ferrous material ¼ inch thick and in the mounted position shall extend a minimum of 4 inches above the shelve or cross member, or other method approved by fire code official. In double row racks and where products are hand-stacked chain link

shall be securely attached to the rear of both racks. Chain link shall be a minimum of 12 gauge. Attachment method shall be in compliance with Figure 2308.3 or other methods as approved by the fire code official.

"Table 2308.3. Required Flue Spaces for Rack Storage, hereby is amended to read, in words and figures, as follows:

TABLE 2308.3: REQUIRED FLUE SPACES FOR RACK STORAGE

RACK CONFIGURATION	FIRE SPRINKLER PROTECTION Storage Height		SPRINKLER AT THE CEILING WITH OR WITHOUT MINIMUM IN-RACK SPRINKLERS			IN-RACK SPRINKLERS AT EVERY TIER	NON-SPRINKLERED
			≤ 25 feet		> 25 feet		
			Option 1	Option 2		Any Height	Any Height
Single-row Rack	Transverse Flue Space	Size <sup>b</sup>	3 inch	NA	3 inch	NR	NR
		Vertically Aligned	NR	NA	Yes	NA	
	Longitudinal Flue Space		NR	NA	NR	NR	
Double-row Rack	Transverse Flue Space	Size <sup>b</sup>	6 inch <sup>a, c</sup>	3 inch	3 inch	NR	
		Vertically Aligned	NR	NR	Yes	NA	
	Longitudinal Flue Space		NR	6 inch	6 inch	NR	
Multi-row Rack	Transverse Flue Space	Size <sup>b</sup>	6 inch <sup>c</sup>	NA	6 inch	NR	
		Vertically Aligned	NR	NA	Yes	NA	
	Longitudinal Flue Space		NR	NA	NR	NR	

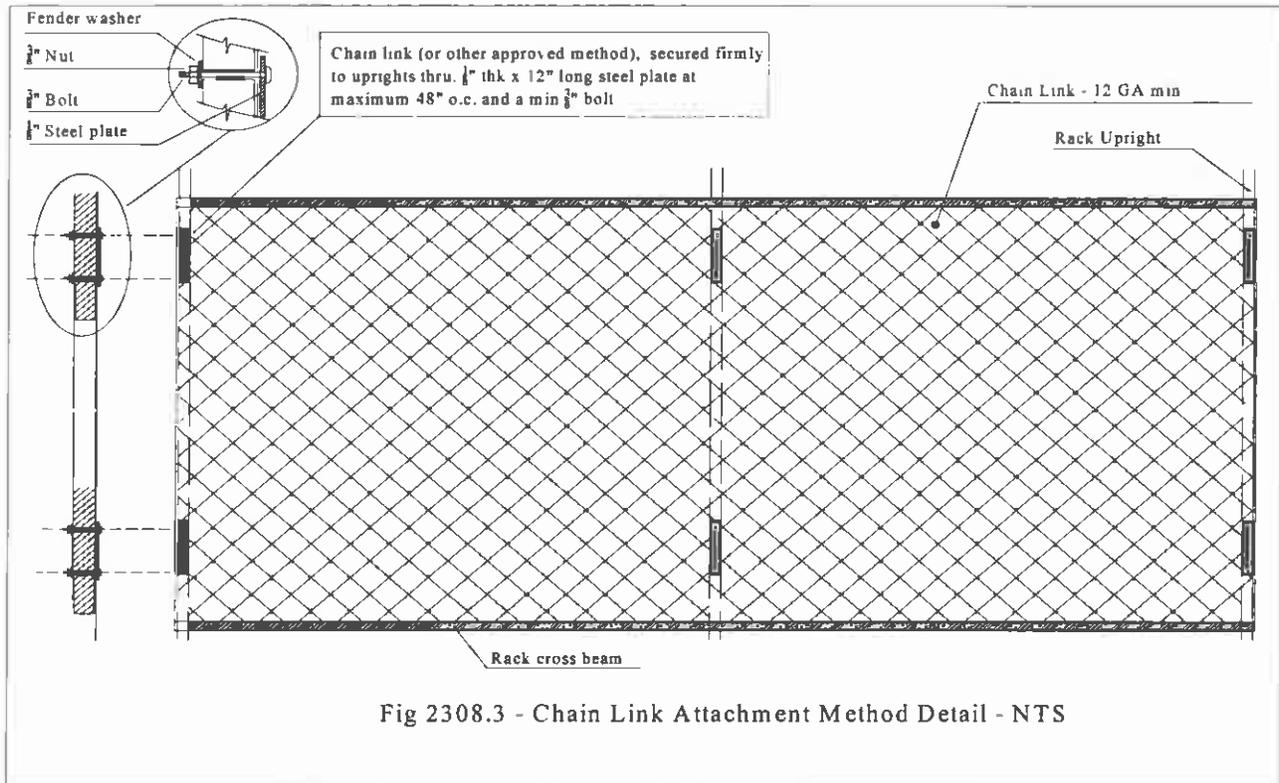
NR = "not required" NA means "not applicable"

<sup>a</sup> Three-inch transverse flue spaces shall be provided at least every 10 feet where ESFR sprinkler protection is provided.

<sup>b</sup> Random variations are allowed, provided that the configuration does not obstruct water penetration.

<sup>c</sup> Transverse flue space shall be maintained by mechanical means as approved.

"Figure 2308.3. Chain Link Attachment Method Detail. Figure 2308.3 Chain Link Attachment Method Detail. hereby is amended to read, in words and figures, as follows:



"Section 2701.5.2. Hazardous Materials Inventory Statement, hereby is amended to read, in words and figures, as follows:

"When required by the fire code official, an application for a permit shall include the OCFA Chemical Classification Packet which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Hazardous Materials Inventory Statement ('HMIS') shall include the following information:

- "1. Product Name.
- "2. Component.
- "3. Chemical Abstract Service ('CAS') number.
- "4. Location where stored or used.
- "5. Container size.
- "6. Hazard classification.
- "7. Amount in storage.

"8. Amount in use-closed systems.

"9. Amount in use-open systems.

"Table 2703.1.1(1). Maximum Allowable Quantity per Control Area, hereby is amended by the deletion, in its entirety, of Footnote 'K' thereto.

"A new § 2703.1.1.1. Extremely Hazardous Substances hereby is added to the California Fire Code to read, in words and figures, as follows:

"No person shall use or store any amount of extremely hazardous substances ('EHS') in excess of the disclosable amounts (see California Health and Safety Code § 25500, *et seq.*) in a residential zoned or any residentially developed property.

"Section 2703.5. Hazard Identification Signs, hereby is amended to read, in words and figures, as follows:

"Unless otherwise exempted by the fire code official, visible hazard identification signs as specified in the OCFCA Signage Guidelines for the specific material contained shall be placed on stationary containers and above-ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the fire code official.

"Section 3203.4.1. Identification Signs, hereby is amended to read, in words and figures, as follows:

"Visible hazard identification signs in accordance with the OCFCA Signage Guidelines shall be provided at entrances to buildings or areas in which cryogenic fluids are stored, handled or used.

"Section 3301.2. Retail Fireworks, hereby is amended to read, in words and figures, as follows:

"The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as 'Safe & Sane') and fireworks 1.3G is prohibited.

"Exception - Fireworks 1.3G and fireworks 1.4G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator.

"Section 3308.1. General, hereby is amended to read, in words and figures, as follows:

"Outdoor fireworks displays, use of pyrotechnics before proximity audience and pyrotechnic special effects in theatrical, and group entertainment productions, shall comply with California Code of Regulations, Title 19 , Division 1, Chapter 6 - Fireworks, OCFDA Guidelines for Public Fireworks Displays, and with the conditions of the permit as approved by the fire code official.

"A new § 3308.2. Firing, hereby is added to the California Fire Code to read, in words and figures, as follows:

"Section 3308.2. Firing. All fireworks displays shall be electrically fired.

"Section 3404.2.3.2. Label or Placard, hereby is amended to read, in words and figures, as follows:

"Tanks more than 100 gallons (379 L) in capacity, which are permanently installed or mounted and used for the storage of Class I, II or III liquids, shall bear a label and placard identifying the material therein. Placards shall be in accordance with the OCFDA Signage Guidelines.

"Section 3704.2.2.7. Treatment System - Exception, hereby is amended to read, in words and figures, as follows:

"Exception:

"1. Toxic gases - storage/use. Treatment systems are not required for toxic gases supplied by cylinders or portable tanks not exceeding 1,700 pounds (772 Kg) water capacity when the following are provided:

"1.1. A listed or approved gas detection system with a sensing interval not exceeding 5 minutes.

"1.2. For storage, valve outlets are equipped with gas-tight outlet plugs or caps.

"1.3. For use, an approved listed or approved automatic-closing fail-safe valve located immediately adjacent to cylinder valves. The fail-safe valve shall close when gas is detected at the permissible exposure limit ('PEL') by a gas detection system monitoring the exhaust system at the point of discharge from the gas cabinet, exhausted enclosure, ventilated enclosure or gas

room. The gas detection system shall comply with § 3704.2.2.10.

"Partial adoption of Chapter 46.

"Chapter 46 of the California Fire Code relating to Construction Requirements for Existing Buildings shall include §§ 4606, 4603.6, 4603.6.3, 4603.6.3.1, 4603.6.8 through 4603.6.8.2, 4603.6.9 through 4603.6.9.10 and 4603.7 through 4603.7.5.3 thereof. All remaining provisions of said Chapter 46 hereby are deleted in their entirety.

"Section 6.8.3 of Chapter 47 of the California Fire Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"Fire department connection ('FDC') shall be of an approved type. The FDC shall contain a minimum of two 2 ½" inlets. The location shall be approved and be no more than 150 feet from a public hydrant. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2 ½" inlets shall be provided. FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official.

"Section 8.3.3.1 of Chapter 47 of the California Fire Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the permit is issued. Sprinklers in light hazard occupancies shall be one of the following:

"(A) Quick-response type as defined in § 3.6.4.7.

"(B) Residential sprinklers in accordance with the requirements of § 8.4.5.

"(C) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers.

"(D) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems.

"A new § 8.17.1.1.1 Residential Water flow Alarms hereby is added to Chapter 47 of the California Fire Code to read, in words and figures, as follows:

"Section 8.17.1.1.1. Residential Water flow Alarms. A local water-flow alarms shall be provided on all sprinkler systems and shall be connected to the building fire alarm or water-flow monitoring system where provided. Group R occupancies not requiring a fire alarm system by the California Fire Code shall be provided with a minimum of one approved interior alarm device in each unit. Sound levels in all sleeping areas shall be a minimum of 15 DBA above the average ambient sound or a minimum of 75 DBA with all intervening doors closed. Alarms shall be audible within all other living areas within each dwelling unit. When not connected to a fire alarm or water-flow monitoring system, audible devices shall be powered from an uninterruptible circuit (except for over-current protection) serving normally operated appliances in the residence.

"Section 8.17.2.4.6 of Chapter 47 of the California Fire Code to read, in words and figures, as follows:

"Fire department connections shall be on the street side of buildings and shall be located and arranged so that they are immediately adjacent to the approved fire department access road and that hose lines can be readily and conveniently attached to the inlets without interference from nearby objects including buildings, fence, posts, or other fire department connections.

"A new § 11.1.1.2 hereby is added to Chapter 47 of the California Fire Code to read, in words and figures, as follows:

"When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction/s in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve 'G'. Use is considered undetermined if a specific tenant/occupant is not identified at the time the permit is issued. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the

system to the required density for the new occupancy.

"A new § 11.2.3.1.1.1 hereby is added to Chapter 47 of the California Fire Code to read, in words and figures, as follows:

"11.2.3.1.1.1. The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

"(A) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiplying the result by 0.433;

"(B) Use a maximum of 40 psi, if available;

"(C) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or a professional engineer licensed in the State of California. The result shall be adjusted in accordance with the graduated scaled found in the guideline.

"Section 22.1.3 (43) of Chapter 47 of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Size and location of hydrants, showing size and number of outlets and if outlets are to be equipped with independent gate valves. Whether hose houses and equipment are to be provided, and by whom, shall be indicated. Static and residual hydrants that were used in the flow tests shall be shown. Flow test shall be completed within six (6) months of the plan submittal to the authority having jurisdiction.

"Section 6.16.1 of NFPA 13R, Installation of Sprinkler System in Residential Occupancies up to and Including Four Stories in Height, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Local water-flow alarms shall be provided on all sprinkler systems and shall be connected to the building fire alarm or water-flow monitoring system where provided. Group R occupancies containing less than the number of stories, dwelling units or occupant load specified in § 907.2.8 of this code as requiring a fire alarm system shall be provided with a minimum of one approved interior alarm device in each unit. Sound levels in all sleeping areas shall be a minimum of 15 dba above the average ambient sound or a minimum of 75 dba with all intervening doors closed. Alarms shall be audible within all

other living areas within each dwelling unit. When not connected to a fire alarm or water-flow monitoring system, audible devices shall be powered from an uninterruptible circuit (except for over-current protection) serving normally operated appliances in the residence.

"There shall also be a minimum of one (1) exterior alarm indicating device, listed for outside service and audible from the access roadway that serves that building.

"Section 6.6.6 of NFPA 13R, Installation of Sprinkler System in Residential Occupancies up to and Including Four Stories in Height, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Sprinklers shall not be required in penthouse equipment rooms, elevator machine rooms, concealed spaces dedicated exclusively to containing only dwelling unit ventilation equipment, crawl spaces, floor/ceiling spaces, noncombustible elevator shafts where the elevator cars comply with ANSI A17.1, Safety Code for Elevators and Escalators, and other concealed spaces that are not used or intended for living purposes or storage and do not contain fuel fired equipment.

"A new § 6.6.9 hereby is added to NFPA 13R, Installation of Sprinkler System in Residential Occupancies up to and Including Four Stories in Height, of the California Fire Code to read, in words and figures, as follows:

"Section 6.6.9. Sprinklers shall not be required in attics that are not located over dwelling units. When attics are separated by unit, each unit's attic space may be protected per NFPA 13D § 8.6.4.2. All other attics shall be protected per NFPA 13.

"A new § 4.1.5 hereby is added to NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Fire Code to read, in words and figures, as follows:

"Section 4.1.5. Stock of Spare Sprinklers.

"Section 4.1.5.1. A supply of at least two (2) sprinklers for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

"Section 4.1.5.2. The sprinklers shall correspond to the

types and temperature ratings of the sprinklers in the property.

"Section 4.1.5.3. The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100° F (38°C).

"Section 4.1.5.4. A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One (1) sprinkler wrench shall be provided for each type of sprinkler installed.

"Section 7.1.2 of NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"7.1.2. The system piping shall not have a separate control valve unless supervised by a central station, proprietary or remote station alarm service.

"Section 7.3.1., Pressure Gauges, of NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"At least one (1) water pressure gauge shall be installed on the riser assembly.

"Section 7.6, Alarms, of NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Exterior alarm indicating device shall be listed for outside service and audible from the street from which the house is addressed. Exterior audible devices shall be placed on the front or side of the structure and the location subject to final approval by the fire code official. Additional interior alarm devices shall be required to provide audibility throughout the structure. Sound levels in all sleeping areas with all intervening doors closed shall be a minimum of 15 dba above the average ambient sound level but not less than 75 dba. Audible devices shall be powered from an uninterruptible circuit (except for over-current protection) serving normally operated appliances in the residence.

"Exception:

"(A) When an approved water flow monitoring system is installed, interior audible devices may be powered through the fire alarm control panel.

"(B) When smoke detectors specified under Placentia Building Code § 310.9 are used to sound an alarm upon water flow switch activation.

"A new § 8.6.4.2 hereby is added to NFPA 13D, Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, of the California Fire Code to read, in words and figures, as follows:

"Section 8.6.4.2. All attics shall be protected with an intermediate temperature quick response sprinkler which shall be located to protect attic penetrations created by the access scuttles or mechanical equipment.

"Section 6.4.5.4.1 of NFPA 14, 2007 Edition, Installation of Standpipe and Hose Systems, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"The fire department connection shall have a minimum of two 2 ½ inches, internal threaded ('NHS') inlets. Additional inlets shall be provided on a 250 GPM per inlet ratio to meet the system demand. The inlets shall be provided with approved caps to protect the system from entry of debris. The location of the FDC shall be approved and be no more than 150 feet from a public hydrant. If acceptable to the water authority, it may be installed on the backflow assembly. fire department inlet connections shall be painted OSHA safety red.

"Section 7.3.1.1, Hose Connection Height, of NFPA 14, 2007 Edition, Installation of Standpipe and Hose Systems, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches, or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than three (3) feet or more than five (5) feet above the finished floor.

"Section 5.9.1.3 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"5.9.1.3. The fire department connection shall be of an approved type and contain a minimum of two 2 ½ inch inlets. The location shall be approved and be no more than 150 feet from a public fire hydrant. If acceptable to the water authority, it may be installed on the backflow assembly. The supply pipe shall be painted OSHA safety red.

"5.9.1.3.1. When the sprinkler density design is 500 gpm (including the interior hose stream demand) or greater, or a standpipe system is included, four 2 ½" inlets shall be provided.

"5.9.1.3.2. The fire department connection (FDC) may be located within 150 feet of a private fire hydrant provided the FDC connects down-stream of an aboveground sprinkler system check valve.

"A new § 6.2.1.1 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code to read, in words and figures, as follows:

"The closest upstream indicating valve to the riser shall be painted OSHA red.

"Section 6.2.11 (5) of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code hereby is deleted, in its entirety.

"Section 6.2.11 (6) of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Control valves in a one-hour fire-rated room accessible from the exterior.

"Section 6.2.11 (7) of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code hereby is deleted, in its entirety.

"A new § 6.3.3 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, to the California Fire Code to read, in words and figures, as follows:

"All post indicator valves controlling fire suppression water supplies shall be painted OSHA red.

"A new § 10.1.6.3 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, to the California Fire Code to read, in words and figures, as follows:

"All ferrous pipe shall be coated and wrapped. Joints shall be coated and wrapped after assembly. All fittings shall be protected with a loose 8-mil polyethylene tube. The ends of the tube shall extend past the joint by a minimum of 12 inches and be sealed with two (2) inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

"Exception: 316 Stainless Steel pipe and fittings.

"Section 10.3.5.2 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material, prior to poly-tube, and after installation.

"A new § 10.3.5.3 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code to read, in words and figures, as follows:

"All bolts used in pipe-joint assembly shall be 316 stainless steel.

"Section 10.6.3.1 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 18 inches, as measured from the interior of the exterior wall. The pipe under the building or building foundation shall be 316 stainless steel and shall not contain mechanical joints or comply with § 10.6.2.

"Section 10.6.5 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Pipe Joints shall not be located under foundation footings. The pipe under the building or building foundation shall be 316 stainless steel and shall not contain mechanical joints.

"Section 14.2.1.2.3 of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"If a defect or malfunction is not corrected at the conclusion of system inspection, testing, or maintenance, the system owner or the owner's designated representative and fire code official shall be informed of the impairment in writing within 24 hours.

"Section 23.8.2, Fire Alarm Control Units, of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Except as permitted in § 23.8.2.3, the fire alarm systems components shall be permitted to share control equipment or shall be able to operate as stand-alone subsystems, but in any case, they shall be arranged to function as a single system and send a single signal to a central, remote, or proprietary station.

"Section 23.8.2.3 of Fire Alarm Control Units, of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Fire Code hereby is deleted, in its entirety.

"Section 26.2.3.1, Fire Alarm Control Units, of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Fire Code hereby is amended to read, in words and figures, as follows:

"Supervising station customers or clients and the fire code official shall be notified in writing within seven (7) days of any scheduled change in service that results in signals from their property being handled by a different supervising station facility.

"Subsection (5) of § 4906.3. Vegetation, of Chapter 49 of the California Fire Code hereby is amended to read, in words and figures, as follows:

"OCFA Vegetation Management Guideline.

"A new § 4908. Fuel Modification Requirements for New

Construction hereby is added to Chapter 49 of the California Fire Code to read, in words and figures, as follows:

"Section 4908. Fuel Modification Requirements for New Construction. All new buildings to be built or installed in hazardous fire areas shall comply with the following:

"(1) Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative map.

"(2) Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.

"(3) The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of the OCFA Vegetation Management Guidelines.

"(4) The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval of the fire code official.

"(5) All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process set forth in the fire code.

"A new § 4909. Explosives and Blasting hereby is added to Chapter 49 of the California Fire Code to read, in words and figures, as follows:

"Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within wildland-urban interface areas, or hazardous fire areas except by permit from the fire code official.

"A new § B105.1. One- and two-family dwellings hereby is added to Appendix B of the California Fire Code to read, in words and figures, as follows:

"The minimum fire-flow and flow duration requirements for one- and two-family dwellings having a fire-flow calculation area that does not exceed 3,600 square feet (344.5m<sup>2</sup>) shall be 1,000 gallons per minute (3785.4 L/min) for one (1) hour. Fire-flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5m<sup>2</sup>) shall not be less than that specified in Table B105.1.

"Exception: When the building is equipped with an approved automatic sprinkler system, the fire flow requirements of Table B105.1 are reduced by 50%, provided that the resulting fire flow is not less than 1,000 gallons per minute (3785.4 L/min) for one (1) hour.

**"Section 18.04.060 - Enforcement and Inspections.**

"The Placentia Fire Code, as set forth in this Chapter 18.04 shall be enforced by the Director of Fire Services of the Orange County Fire Authority, or his or her designee. The Director of Fire Services, or his or her designee, may detail such members of the Fire Authority as shall be deemed necessary from time to time.

**"Section 18.04.070 - Fees.**

"Notwithstanding any provision of the Placentia Fire Code as hereby adopted, all fees for services provided pursuant to the Placentia Fire Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia or the Orange County Fire Authority Board of Directors, as the case may be, pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 18.04.080 - Copy filed.**

"One (1) copy of the California Fire Code, 2010 Edition, based on the 2009 International Fire Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official and the Orange County Fire Authority pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 4. A new Chapter 20.04 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.04**

**"California Building Code, 2010 Edition**

**"Sections:**

"20.04.010	Title
"20.04.020	Purpose
"20.04.030	Adoption of Building Code
"20.04.040	Definition of Terms
"20.04.050	Amendments to Building Code
"20.04.060	Enforcement and Inspections
"20.04.070	Fees
"18.04.080	Copy filed

**"Section 20.04.010 - Title.**

"This Chapter shall be known as the 'Placentia Building Code.'

**"Section 20.04.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 20.04.030 - Adoption of Building Code.**

"There hereby is adopted as the 'Placentia Building Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Building Code, 2010 Edition, based on the 2009 International Building Code as published by the International Code Council, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Building Code of the City of Placentia, governing the erection, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Building Code, said State regulations shall prevail over the provisions of the Placentia Building Code except as specifically modified herein.

**"Section 20.04.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building and safety division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

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

"(D) 'Fire Code' means the Placentia Fire Code. 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(E) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(F) 'Local enforcing agency' means the City.

**"Section 20.04.050 - Amendments to Building Code.**

"The following provisions of the California Building Code hereby are amended to read, in words and figures, as follows:

"Section 110.A. Right of Entry.

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building

official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

"Section 403.1. High-Rise Buildings - Applicability hereby is amended to read, in words and figures, as follows:

"The provisions of this code relative to high-rise buildings shall be governed by the provisions of § 907.2.13 of the Placentia Fire Code.

"Section 403.4.7.2. Standby Power Loads hereby is amended to read, in words and figures, as follows:

"The following are classified as standby power loads:

"1. Power and lighting for the fire command center required by § 403.4.5;

"2. Standby power shall be provided for elevators in accordance with §§ 1007.4, 3003, 3007 and 3008.

"Section 403.4.8.1.1 Emergency Power Loads hereby is amended to read, in words and figures, as follows:

"The following are classified as emergency power loads:

"1. Exit signs and means of egress illumination required by Chapter 10;

"2. Elevator car lighting;

"3. Emergency voice/alarm communications system;

"4. Automatic fire detection systems;

"5. Fire alarm systems;

"6. Electrically powered fire pumps; and

"7. Ventilation and automatic fire detection equipment for smoke proof enclosures.

"Section 412.2. Definitions hereby is amended to read, in words and figures, as follows:

"Additional definitions relative to helicopter flight paths, landing facilities, safety and take off and landing areas shall be as set forth in § 1102.1 of the Placentia Fire Code.

"Section 412.7. Emergency Helicopter Landing Facility hereby is added to the California Building Code to read, in words and figures, as follows:

"Emergency Helicopter Landing Facilities shall be governed by the provisions of §§ 1108 - 1108.1.7 of the Placentia Fire Code.

"Section 903.2. Automatic Sprinkler Systems of the California Building Code hereby is amended to read, in words and figures, as follows:

"Approved automatic sprinkler systems in buildings and structures shall be provided in accordance with the provisions of § 903.2 of the Placentia Fire Code.

"Section 903.2.8 Group R of the California Building Code hereby is amended to read, in words and figures, as follows:

"Approved automatic sprinkler systems in buildings and structures shall be provided in accordance with the provisions of § 903.2.8 of the Placentia Fire Code.

"Section 903.3.1.1.1 Exempt Locations of the California Building Code hereby is amended to read, in words and figures, as follows:

"Exempt Locations, Exception 4 shall be governed by the provisions of § 903.3.1.1.1 of the Placentia Fire Code.

"Section 903.4 Sprinkler System Supervision and Alarms of the California Building Code hereby is amended to read, in words and figures, as follows:

"Sprinkler System Supervision and Alarms shall be governed by the provisions of § 903.4 of the Placentia Fire Code.

"Section 904.3.5. Monitoring of the California Building Code hereby is amended to read, in words and figures, as follows:

"Monitoring shall be provided in accordance with the requirements of § 904.3.5 of the Placentia Fire Code.

"Section 905.4. Location of Class I Standpipe Hose Connections of the California Building Code hereby is amended to read, in words and figures, as follows:

"Location of Class I Standpipe Hose Connections shall be governed by the provisions of § 905.4 of the Placentia Fire Code.

"Section 907.2.13. High-rise Buildings of the California Building Code hereby is amended to read, in words and figures, as follows:

"High-rise Buildings shall be governed by the provisions of § 907.2.13 of the Placentia Fire Code.

"Section 907.4.1. Duct Smoke Detectors of the California Building Code hereby is amended to read, in words and figures, as follows:

"Duct Smoke Detectors shall be governed by the provisions of § 907.4.1 of the Placentia Fire Code.

"Section 907.6.2.2. Emergency Voice/Alarm Communication System of the California Building Code hereby is amended to read, in words and figures, as follows:

"Emergency Voice/Alarm Communication System shall be governed by the provisions of § 907.6.2.2 of the Placentia Fire Code.

"Section 907.7.3.2. High-rise Buildings of the California Building Code hereby is amended to read, in words and figures, as follows:

"High-rise Buildings shall be governed by the provisions of § 907.7.3.2 of the Placentia Fire Code.

"Section 910.3.2.2. Sprinklered Buildings of the California Building Code hereby is amended to read, in words and figures, as follows:

"Sprinklered Buildings shall be governed by the provisions of § 910.3.2.2 of the Placentia Fire Code.

"Table 1505.1 of the California Building Code hereby is amended to read, in words and figures, as follows:

TABLE 1505.1<sup>a</sup>  
 MINIMUM ROOF COVERING CLASSIFICATIONS  
 TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm; 1 square foot = 0.0929 m<sup>2</sup>.

a. Unless otherwise required in accordance with Chapter 7A.

"Section 1505.1.3 of the California Building Code hereby is amended to read, in words and figures, as follows:

"Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

"Section 1505.5 of the California Building Code hereby is deleted in its entirety.

"Section 1505.7 of the California Building Code hereby is deleted in its entirety.

"Section 6.8.3 of Chapter 35 of the California Building Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"Section 6.8.3 shall be governed by the provisions of § 6.8.3 of the Placentia Fire Code.

"Section 8.3.3.3 of Chapter 35 of the California Building Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"Section 8.3.3.3 shall be governed by the provisions of § 8.3.3.3 of the Placentia Fire Code.

"Section 8.17.1.1.1 of Chapter 35 of the California Building Code relating to Referenced Standards hereby is amended to read,

in words and figures, as follows:

"Section 8.17.1.1.1 shall be governed by the provisions of § 8.17.1.1.1 of the Placentia Fire Code.

"Section 8.17.2.4.6 of Chapter 35 of the California Building Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"Section 8.17.2.4.6 shall be governed by the provisions of § 8.17.2.4.6 of the Placentia Fire Code.

"A new § 11.1.1.2 hereby is added to Chapter 35 of the California Building Code relating to Sprinkler Systems to read, in words and figures, as follows:

"Section 11.1.1.2 shall be governed by the provisions of § 11.1.1.2 of the Placentia Fire Code.

"A new § 11.2.3.1.1.1 hereby is added to Chapter 35 of the California Building Code relating to Sprinkler Systems to read, in words and figures, as follows:

"Section 11.2.3.1.1.1 shall be governed by the provisions of § 11.2.3.1.1.1 of the Placentia Fire Code.

"Section 22.1.3 (43) of Chapter 35 of the California Building Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"Section 22.1.3 (43) shall be governed by the provisions of § 22.1.3 (43) of the Placentia Fire Code.

"Section 6.16.1 of NFPA 13R, Installation of Sprinkler System in Residential Occupancies up to and Including Four Stories in Height, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 6.16.1 shall be governed by the provisions of § 6.16.1 of the Placentia Fire Code.

"Section 6.6.6 of NFPA 13R, Installation of Sprinkler System in Residential Occupancies up to and Including Four Stories in Height, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 6.6.6 shall be governed by the provisions of § 6.6.6 of the Placentia Fire Code.

"A new § 6.6.9 hereby is added to NFPA 13R, Installation of Sprinkler System in Residential Occupancies up to and Including Four Stories in Height, of the California Building Code to read, in words and figures, as follows:

"Section 6.6.9 shall be governed by the provisions of § 6.6.9 of the Placentia Fire Code.

"A new § 4.1.5 hereby is added to NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Building Code to read, in words and figures, as follows:

"Section 4.1.5 shall be governed by the provisions of § 4.1.5 of the Placentia Fire Code.

"Section 7.1.2 of NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 7.1.2 shall be governed by the provisions of § 7.1.2 of the Placentia Fire Code.

"Section 7.3, Pressure Gauges, of NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 7.3 shall be governed by the provisions of § 7.3 of the Placentia Fire Code.

"Section 7.6, Alarms, of NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 7.6 shall be governed by the provisions of § 7.6 of the Placentia Fire Code.

"A new § 8.6.4.2 hereby is added to NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Building Code to read, in words and figures, as follows:

"Section 8.6.4.2 shall be governed by the provisions of § 8.6.4.2 of the Placentia Fire Code.

"Section 6.4.5.4.1 of NFPA 14, 2007 Edition, Installation of

Standpipe and Hose Systems, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 6.4.5.4.1 shall be governed by the provisions of § 6.4.5.4.1 of the Placentia Fire Code.

"Section 7.3.1.1, Hose Connection Height, of NFPA 14, 2007 Edition, Installation of Standpipe and Hose Systems, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 7.3.1.1 shall be governed by the provisions of § 7.3.1.1 of the Placentia Fire Code.

"Section 5.9.1.3 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 5.9.1.3 shall be governed by the provisions of § 5.9.2.3 of the Placentia Fire Code.

"A new § 6.2.1.1 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code to read, in words and figures, as follows:

"Section 6.2.1.1 shall be governed by the provisions of § 6.2.1.1 of the Placentia Fire Code.

"Section 6.2.11 (5) of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is deleted, in its entirety.

"Section 6.2.11 (6) of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 6.2.11 (6) shall be governed by the provisions of § 6.2.11 (6) of the Placentia Fire Code.

"Section 6.2.11 (7) of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is deleted, in its entirety.

"A new § 6.3.3 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their

Appurtenances, of the California Building Code to read, in words and figures, as follows:

"Section 6.3.3 shall be governed by the provisions of § 6.3.3 of the Placentia Fire Code.

"A new § 10.1.6.3 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code to read, in words and figures, as follows:

"Section 10.1.6.3 shall be governed by the provisions of § 10.1.6.3 of the Placentia Fire Code.

"Section 10.3.5.2 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 10.3.5.2 shall be governed by the provisions of § 10.3.5.2 of the Placentia Fire Code.

"Section 10.6.3.1 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 10.6.3.1 shall be governed by the provisions of § 10.6.3.1 of the Placentia Fire Code.

"Section 10.6.5 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 10.6.5 shall be governed by the provisions of § 10.6.5 of the Placentia Fire Code.

"Section 14.2.1.2.3 of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 14.2.1.2.3 shall be governed by the provisions of § 14.2.1.2.3 of the Placentia Fire Code.

"Section 23.8.2, Fire Alarm Control Units, of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Building

Code hereby is amended to read, in words and figures, as follows:

"Section 23.8.2 shall be governed by the provisions of § 23.8.2 of the Placentia Fire Code.

"Section 23.8.2.3 of Fire Alarm Control Units, of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Building Code hereby is deleted, in its entirety.

"Section 26.2.3.1, Fire Alarm Control Units, of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 26.2.3.1 shall be governed by the provisions of § 26.2.3.1 of the Placentia Fire Code.

**"Section 20.04.060 - Enforcement and Inspections.**

"The Placentia Building Code, as set forth in this Chapter 20.04 shall be enforced by the building official or his or her designee.

**"Section 20.04.070 - Fees.**

"Notwithstanding any provision of the Placentia Building Code as hereby adopted, all fees for services provided pursuant to the Placentia Building Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.04.080 - Copy filed.**

"One (1) copy of the California Building Code, 2010 Edition, based on the 2009 International Building Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 5. A new Chapter 20.08 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.08**

**"California Residential Code, 2010 Edition**

**"Sections:**

"20.08.010	Title
"20.08.020	Purpose
"20.08.030	Adoption of Residential Code
"20.08.040	Definition of Terms
"20.08.050	Amendments to Residential Code
"20.08.060	Enforcement and Inspections
"20.08.070	Fees
"20.08.080	Copy filed

**"Section 20.08.010 - Title.**

"This Chapter shall be known as the 'Placentia Residential Code.'

**"Section 20.08.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of residential buildings and premises as herein provided.

**"Section 20.08.030 - Adoption of Residential Code.**

"There hereby is adopted as the 'Placentia Residential Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Residential Code, 2010 Edition, based on the 2009 International Residential Code as published by the International Code Council, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Building Code of the City of Placentia, governing the erection, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of residential buildings and premises as herein

provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Residential Code, said State regulations shall prevail over the provisions of the Placentia Residential Code except as specifically modified herein.

**"Section 20.08.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Residential Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building and safety division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

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

"(D) 'Fire Code' means the Placentia Fire Code. 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(E) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(F) 'Jurisdiction' means the City.

"(G) 'Local enforcing agency' means the City.

**"Section 20.08.050 - Amendments to Residential Code.**

"The following provisions of the California Building Code hereby are amended to read, in words and figures, as follows:

**"Section 110.A. Right of Entry.**

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to

protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

"Table R301.2(1) of the California Residential Code hereby is amended to read, in words and figures, as follows:

**TABLE R301.2(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY <sup>i</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>g</sup>	ICE BARRIER UNDERLAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>o</sup>	AIR FREEZING INDEX <sup>l</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>		Weathering <sup>a</sup>	Frost line Depth <sup>b</sup>	Termite <sup>c</sup>					
Zero	85	No	D <sub>2</sub> or E	Negligible	12-24"	Very Heavy	43	No	See Exhibit B	0	60

"For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

"a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., 'negligible,' 'moderate' or 'severe') for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

"b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

"c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

"d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2( 4)]. Wind exposure category shall be determined on a site-specific basis in accordance with § R301.2.1.4.

"e. Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

"f. The jurisdiction shall fill in this part of the table with the seismic design category determined from § R301.2.2.1.

"g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

"h. In accordance with §§ R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with 'YES.' Otherwise, the jurisdiction shall fill in this part of the table with 'NO.'

"i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table 'Air Freezing Index-USA Method (Base 32°)' at [www.ncdc.noaa.gov/fpsf.html](http://www.ncdc.noaa.gov/fpsf.html).

"j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table 'Air Freezing Index-USA Method (Base 32°F)' at [www.ncdc.noaa.gov/fpsf.html](http://www.ncdc.noaa.gov/fpsf.html).

"k. In accordance with § R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with 'YES.' Otherwise, the jurisdiction shall indicate 'NO' in this part of the table.

"Section R 313.1 of the California Residential Code hereby is amended to read, in words and figures, as follows:

"R313.1 Townhouse automatic fire sprinklers systems. An automatic residential fire sprinkler system shall be installed in Townhouses as follows:

"New buildings: An automatic sprinkler system shall be installed throughout all new buildings.

"Existing buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

"1. When an addition is 33% or more of the existing building area, as defined in Section 502.1, and greater than 1000 square feet (92.903 m<sup>2</sup>) within a two year period; or

"2. An addition when the existing building is already provided with automatic sprinklers; or.

"3. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

"Section R 313.2 of the California Residential Code hereby is amended to read, in words and figures, as follows:

"R313.2 One- and two-family dwellings automatic fire sprinklers systems. An automatic residential fire sprinkler system installed in one- and two-family dwellings as follows:

"New buildings: An automatic sprinkler system shall be installed throughout all new buildings.

"Existing buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

"1. When an addition is 33% or more of the existing building area, as defined in Section 502.1, and greater than 1000 square feet (92.903 m<sup>2</sup>) within a two (2) year period; or

"2. An addition when the existing building is already provided with automatic sprinklers; or

"3. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

"Section R403.1.3 of the California Residential Code hereby is amended by deletion of the exception for masonry stem walls therein.

"Section R405.1 of the California Residential Code hereby is amended to read, in words and figures as follows:

"... at least one (1) sieve size larger than the tile joint opening or perforation and covered with not less than 6 inches of the same material.

"Section R405.1 of the California Residential Code hereby is amended by deletion of the following Exception: A drainage system is not required with the foundation is installed on well-drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group 1 Soils, as detailed in Table R405.1.

"Section R902.1 of the California Residential Code hereby is amended to read, in words and figures, as follows:

"R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

"Exceptions:

"1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.

"2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

"Section R902.1.3 of the California Residential Code hereby is amended to read, in words and figures, as follows:

"R902.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than

50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

"Paragraph 1 of Section R902.2, of the California Residential Code hereby is amended to read, in words and figures, as follows:

"R902.2 Fire-retardant-treated shingles and shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

**"Section 20.08.060 - Enforcement and Inspections.**

"The Placentia Residential Code, as set forth in this Chapter 20.08 shall be enforced by the building official or his or her designee.

**"Section 20.08.070 - Fees.**

"Notwithstanding any provision of the Placentia Residential Code as hereby adopted, all fees for services provided pursuant to the Placentia Residential Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.08.080 - Copy filed.**

"One (1) copy of the California Residential Code, 2010 Edition, based on the 2009 International Fire Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 6. A new Chapter 20.12 hereby is added to

Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.12**

**"California Plumbing Code, 2010 Edition**

**"Sections:**

"20.12.010	Title
"20.12.020	Purpose
"20.12.030	Adoption of Plumbing Code
"20.12.040	Definition of Terms
"20.12.050	Amendments to Plumbing Code
"20.12.060	Enforcement and Inspections
"20.12.070	Fees
"18.12.080	Copy filed

**"Section 20.12.010 - Title.**

"This Chapter shall be known as the 'Placentia Plumbing Code.'

**"Section 20.12.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, plumbing systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 18.12.030 - Adoption of Plumbing Code.**

"There hereby is adopted as the 'Placentia Plumbing Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Plumbing Code, 2010 Edition, based on the 2009 International Residential Code as published by the International Code Council, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Plumbing Code of the City of Placentia, governing the construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, plumbing systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State

Building Standards Code of Regulations differ from any provision of the Placentia Plumbing Code, said State regulations shall prevail over the provisions of the Placentia Plumbing Code except as specifically modified herein.

**"Section 20.12.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Plumbing Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building and safety division' of the City.

"(C) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

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

"(E) 'Fire Code' means the Placentia Fire Code. 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(F) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

**"Section 20.12.050 - Amendments to Plumbing Code.**

"The following provisions of the California Plumbing Code hereby are amended to read, in words and figures, as follows:

"Section 110.A. Right of Entry.

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to

protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

**"Section 20.12.060 - Enforcement and Inspections.**

"The Placentia Plumbing Code, as set forth in this Chapter 20.12 shall be enforced by the building official or his or her designee.

**"Section 20.12.070 - Fees.**

"Notwithstanding any provision of the Placentia Residential Code as hereby adopted, all fees for services provided pursuant to the Placentia Residential Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.12.080 - Copy filed.**

"One (1) copy of the California Plumbing Code, 2010 Edition, based on the 2009 International Plumbing Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 7. A new Chapter 20.16 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.16**

**"California Electrical Code, 2010 Edition**

**"Sections:**

"20.16.010	Title
"20.16.020	Purpose
"20.16.030	Adoption of Electrical Code
"20.16.040	Definition of Terms
"20.16.050	Amendments to Electrical Code
"20.16.060	Enforcement and Inspections
"20.16.070	Fees
"20.16.080	Copy filed

**"Section 20.16.010 - Title.**

"This Chapter shall be known as the 'Placentia Electrical Code.'

**"Section 20.16.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 20.16.030 - Adoption of Electrical Code.**

"There hereby is adopted as the 'Placentia Electrical Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Electrical Code, 2010 Edition, based on the 2009 International Electrical Code as published by the International Code Council, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Electrical Code of the City of Placentia, governing the construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Electrical Code, said State regulations shall prevail over the provisions of the Placentia Electrical Code except as specifically modified herein.

**"Section 20.16.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Electrical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building and safety division' of the City.

"(C) 'Chief Electrical Inspector' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

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

"(E) 'Fire Code' means the Placentia Fire Code. 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(F) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

**"Section 20.16.050 - Amendments to Electrical Code.**

"The following provisions of the California Electrical Code hereby are amended to read, in words and figures, as follows:

"Section 80.10. Right of Entry.

"A. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to

investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"B. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

**"Section 20.12.060 - Enforcement and Inspections.**

"The Placentia Electrical Code, as set forth in this Chapter 20.12 shall be enforced by the building official or his or her designee.

**"Section 20.12.070 - Fees.**

"Notwithstanding any provision of the Placentia Electrical Code as hereby adopted, all fees for services provided pursuant to the Placentia Electrical Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.12.080 - Copy filed.**

"One (1) copy of the California Electrical Code, 2010 Edition, based on the 2009 International Electrical Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on

file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 8. A new Chapter 20.20 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.20**

**"California Mechanical Code, 2010 Edition**

**"Sections:**

"20.20.010	Title
"20.20.020	Purpose
"20.20.030	Adoption of Mechanical Code
"20.20.040	Definition of Terms
"20.20.050	Amendments to Mechanical Code
"20.20.060	Enforcement and Inspections
"20.20.070	Fees
"20.20.080	Copy filed

**"Section 20.20.010 - Title.**

"This Chapter shall be known as the 'Placentia Mechanical Code.'

**"Section 20.20.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, mechanical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 20.20.030 - Adoption of Mechanical Code.**

"There hereby is adopted as the 'Placentia Mechanical Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Mechanical Code, 2010 Edition, based on the 2009 International Mechanical Code as published by the International Code Council, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Mechanical Code of the City of Placentia, governing the construction, enlargement, alteration,

repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Mechanical Code, said State regulations shall prevail over the provisions of the Placentia Mechanical Code except as specifically modified herein.

**"Section 20.20.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Mechanical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building and safety division' of the City.

"(C) 'Mechanical Inspector' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

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

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

**"Section 20.20.050 - Amendments to Mechanical Code.**

"The following provisions of the California Mechanical Code hereby are amended to read, in words and figures, as follows:

"A new Section 1.8.3A. Right of Entry hereby is added to the California Mechanical Code to read, in words and figures, as follows:

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

**"Section 20.20.060 - Enforcement and Inspections.**

"The Placentia Mechanical Code, as set forth in this Chapter 20.20 shall be enforced by the building official or his or her designee.

**"Section 20.20.070 - Fees.**

"Notwithstanding any provision of the Placentia Mechanical Code as hereby adopted, all fees for services provided pursuant to the Placentia Mechanical Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.20.080 - Copy filed.**

"One (1) copy of the California Mechanical Code, 2010 Edition, based on the 2009 International Electrical Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 9. A new Chapter 20.56 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.56**

**"California Green Building Standards Code, 2010 Edition**

**"Sections:**

"20.56.010	Title
"20.56.020	Purpose
"20.56.030	Adoption of Green Building Standards Code
"20.56.040	Definition of Terms
"20.56.050	Amendments to Green Building Standards Code
"20.56.060	Enforcement and Inspections
"20.56.070	Fees
"20.56.080	Copy filed

**"Section 20.56.010 - Title.**

"This Chapter shall be known as the 'Placentia Green Building Standards Code.'

**"Section 20.56.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, building systems, materials and appurtenances in order to optimize use of renewable resources and minimize effects on the environment.

**"Section 20.56.030 - Adoption of Green Building Standards Code.**

"There hereby is adopted as the 'Placentia Green Building

Standards Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Green Building Standards Code, 2010 Edition including all appendices thereto and including all amendments made herein, and such Code shall be and become the Green Building Standards Code of the City of Placentia, governing the construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances in order to optimize use of renewable resources and minimize effects on the environment.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Green Building Standards Code, said State regulations shall prevail over the provisions of the Placentia Green Building Standards Code except as specifically modified herein.

**"Section 20.56.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Green Building Standards Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building and safety division' of the City.

"(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

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

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

**"Section 20.56.050 - Amendments to Green Building Standards Code.**

"The following provisions of the California Green Building Standards Code hereby are amended to read, in words and figures, as follows:

"A new Section 101A. Right of Entry hereby is added to the California Green Building Standards Code to read, in words and figures, as follows:

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

"Section 202 of the California Green Building Standards Code hereby is amended to read, in words and figures, as follows:

"Sustainability. Consideration of present development and construction impacts on the community, the economy, and the environment without compromising the needs of the future.

"Section 4.304.1 of the California Green Building Standards Code hereby is amended to read, in words and figures, as follows:

"Irrigation controllers. Automatic irrigation system controllers for landscaping provided and installed at the time of final inspection and shall comply with the following:

"1. Controllers shall be weather- or soil moisture-based irrigation controllers that automatically adjust irrigation in response to changes in plants' needs as weather conditions change.

"2. Weather-based controllers without integral rain sensors or communication systems that account for local rainfall shall have a separate wired or wireless rain sensor which connects and communicates with the controller(s). Soil moisture-based controllers are not required to have rain sensor input.

**"Section 20.56.060 - Enforcement and Inspections.**

"The Placentia Green Building Standards Code, as set forth in this Chapter 20.56 shall be enforced by the building official or his or her designee.

**"Section 20.56.070 - Fees.**

"Notwithstanding any provision of the Placentia Green Building Standards Code as hereby adopted, all fees for services provided pursuant to the Placentia Green Building Standards Code shall be approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.56.080 - Copy filed.**

"One (1) copy of the California Green Building Standards Code, 2010 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

**Section 10. 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.

Section 11. 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 12. 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 16 day of November, 2010.

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JOSEPH V. AGUIRRE, MAYOR

ATTEST:

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PATRICK J. MELIA,  
CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 19<sup>th</sup> day of October, 2010 and was finally adopted at a regular meeting held on the 16<sup>th</sup> day of November, 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

RESOLUTION NO. R-2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA MAKING REQUIRED FINDINGS PERTAINING TO MODIFICATIONS TO THE UNIFORM FIRE AND CONSTRUCTION CODES ADOPTED BY ORDINANCE NO. O-2010-\_\_\_ BASED UPON LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS IN ACCORDANCE WITH THE REQUIREMENTS OF § 17958 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

A. Recitals.

(i) The State of California mandates all cities in the state to impose the same requirements as are contained in the most recent edition(s) of the California Building Code, the California Green Building Standards Code, the California Residential Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code ("Codes").

(ii) California Health and Safety Code § 17958.5(a) authorizes cities to make modifications or changes to the Codes which are reasonably necessary as a result of local climatic, geologic, or topographic conditions.

(iii) Prior to effecting any modifications or changes to the Codes, this City Council is required by the provisions of California Health and Safety Code § 17958.7 to make express findings that such changes or modifications are reasonably necessary due to local climatic, geologic, or topographic conditions.

(iv) The Development Services Department, through the City Administrator, has recommended changes and modifications be made to the Codes and has presented satisfactory evidence to this City Council that said changes and modifications to the Codes are reasonably necessary due to local conditions in the City and has further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or are concerned with subjects not covered by the Codes or are reasonably necessary to safeguard life and property within the City.

(v) The City Council desires to ensure that the changes and modifications to the Codes required for proper implementation of Ordinance No. O-2010- are in effect concurrently with effective date of Ordinance No. O-2010-

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

**B. Resolution.**

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

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

2. Pursuant to the provisions of California Health and Safety Code §§ 17958.5(a) and 17958.7, this City Council hereby finds and determines that the changes and modifications to the Codes as set forth in Ordinance No. O-2010- are reasonably necessary due to local climatic, geologic, or topographic conditions within the City as follows:

**A. Climatic Conditions**

(1) Hot, dry Santa Ana winds are common to all areas within the City of Placentia and Orange County in general. These winds, which can cause small fires to spread quickly, are a contributing factor to the high fire danger in the area, and create the need for an increased level of fire protection. This added protection will supplement normal fire department response available and provide immediate protection for life and safety of multiple occupants during fire occurrences.

(2) Orange County and the City of Placentia are located in a semi-arid Mediterranean type climate which predisposes all fuels, including wood shingles, to rapid ignition and spread of fire. Therefore, there exists a need for additional fire protection measures.

**B. Geologic Conditions**

(1) Orange County and the City of Placentia are

located in a highly active seismic area. There are earthquake faults that run along both the northeastern and southwestern boundaries of Orange County. The Newport-Inglewood Fault Zone which runs through Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude, epicenter off Newport Beach coast), which took 120 lives, with areas damaged from Laguna Beach to Marina del Rey and inland to Whittier, and poses one of the greatest hazards to lives and property in the nation. Regional planning for reoccurrence is recommended by the State of California, Department of Conservation. There was also an earthquake in December 1989, with the epicenter located near the City of Irvine. The fault on which this quake occurred was unknown prior to this activity. The October 17, 1989, Santa Cruz earthquake resulted in only one major San Francisco fire in the Marina district, but when combined with the 34 other fires and over 500 responses, the department was taxed to its full capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. If more fires had been ignited by the earthquake, it would have been difficult for the fire department to contain them. Experts predict a major earthquake in our area within the next 50 years. This situation creates the need for both additional fire protection measures and automatic on-site fire protection for building occupants since a multitude of fires may result from breakage of gas and electric lines as a result of an earthquake. As noted by *Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, 1988, State Department of Conservation, page 59*: "Unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

(2) Traffic and circulation congestion presently existing in the City of Placentia often places fire department response time to fire occurrences at risk. This condition will be exacerbated by any major disaster, including any earthquake wherein damage to the highway system will occur. This condition makes the need for additional on-site protection for property occupants necessary.

(3) Placement of multiple occupancy buildings, location of arterial roads, and fire department staffing constraints due to recent revenue-limiting state

legislation have made it difficult for the fire department to locate additional fire stations and provide manpower sufficient to concentrate fire companies and personnel to control fires in high density apartment or condominium buildings. Fire Department equipment does not allow easy access to areas of buildings greater than 55 feet above the level of Fire Department vehicle access. These conditions create the need for built-in on-site fire protection systems to protect occupants and property until fire fighting apparatus and personnel arrive on the scene.

The City of Placentia is located in an area subject to a climatic condition of high winds and low humidity. This combination of events creates an environment, which is conducive to rapidly spreading fires. Control of such fires requires rapid response. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb 75 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, Section 6, Figure 6-2 of ASCE 7 identifies a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type fire fighting apparatus above this height would place rescue personnel at increased risk of injury.

The City of Placentia is located in the middle of a seismically active area. The viability of the public water system would be questionable, at best, after a major seismic event. This would leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 55-foot level. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors.

(4) Untreated wood roofs cause or contribute to serious fire hazard and to the rapid spread of fires when such fires are accompanied by high winds. Pieces of burning wooden roofs become flying brands and are carried by the wind to other locations and thereby spread fire quickly. Recent Orange County Grand Jury Report findings support this conclusion.

3. Amendments to the 2010 Edition of the Codes hereby are found reasonably necessary based on the climatic and/or geologic conditions cited in Section 1 of this resolution and are listed as follows:

<u>Code Section</u>	<u>Findings in § 2</u>
California Building Code ("CBC") §§ 403, 403.4.7.2, 403.4.8.1, 907.2.13, 907.6.3.2	A(1), B(2), B(3)
CBC §§ 412.7, 905.4, 907. 2.13, 907.5.2.2, 907.6.3.2	B(1), B(2), B(3)
CBC §§ 903.2, 903.2.8,	A(1), A(2), B(2)
California Residential Code ("CRC") §§ 313.1, CRC 313.2	A(1), A(2), B(2)
CBC § 1505, CRC § R902.1	A(1), A(2), B(2), B(4)
CRC §§ R403.1.3, R405.1	B(1)

4. This City Council hereby finds that the facts supporting the findings reference herein are contained in the staff report and the oral and documentary evidence submitted to this City Council during the public hearing conducted regarding the adoption of Ordinance No. O-2010-

5. In accordance with the provisions of California Health and Safety Code § 17958.7, the City Clerk hereby is directed to forthwith file a certified copy of this Resolution and Ordinance O-2010- with the California Building Standards Commission.

6. A full, true and correct copy of this Resolution shall be maintained in the office of the building official for public inspection.

7. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 19<sup>th</sup> day of October, 2010.

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JOSEPH V. AGUIRRE, MAYOR

ATTEST:

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PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 19<sup>th</sup> day of October, 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: ASSISTANT CITY ADMINISTRATOR

DATE: NOVEMBER 16, 2010

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AMENDING CHAPTERS 23.04 AND 23.78 OF TITLE 23 (ZONING ORDINANCE) OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO PARKING STRUCTURES AND PARKING STRUCTURE DESIGN REGULATIONS AND APPROVAL OF CITY COUNCIL ADMINISTRATIVE POLICY AND PARKING STRUCTURE DESIGN REGULATIONS

FINANCIAL  
IMPACT: NONE

### **INTRODUCTION:**

The City of Placentia does not currently have an ordinance nor regulations regarding the construction and design of parking structures. The Planning Commission recommended the approval by the City Council of an ordinance as well as draft Parking Structure Design Regulations at its September 14, 2010 meeting. This action is the second reading and adoption of an ordinance pertaining to the development of parking structures. Additionally, the City Council is asked to approve City Council Administrative Policy Number 724 and Parking Structure Design Regulations as referenced by the administrative policy.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Hold a Second Reading and Adopt "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AMENDING CHAPTERS 23.04 AND 23.78 OF TITLE 23 (ZONING ORDINANCE) OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO PARKING STRUCTURES AND PARKING STRUCTURE DESIGN REGULATIONS;" and,
2. Approve City Council Administrative Policy Number 724 and Parking Structure Design Regulations.

### **BACKGROUND:**

At this time, there is no applicable definition, review process or development standard for parking structures within the Placentia Municipal Code nor does the City have general parking structure design guidelines or regulations in which to convey aesthetic and development features for any proposed parking structures.

As briefly discussed during the Public Hearing held on October 19, 2010, the Planning Division began researching other municipal codes related to parking structure designs in early 2010. The City also contracted with a consultant from Walker Parking Consultants in order to put in place an ordinance and set of development guidelines. Through these efforts, and through peer review by other City departments (Engineering and Police), the following ordinance and design regulations were drafted. The Planning Commission unanimously recommended the ordinance and regulations to the City Council and during the Public Hearing held before the City Council no public comments were received.

The draft parking structure ordinance is meant to be a fairly simple and straightforward ordinance regarding parking structures. The ordinance references a City Council administrative policy on parking structure design regulations and as an exhibit to the administrative policy, a standalone Parking Structure Design Regulation document contains current design guidelines. This process provides the design regulations connectivity to the municipal code and the authority necessary to implement them while maintaining the flexibility needed to amend the design regulations in the future through a subsequent single act of the City Council.

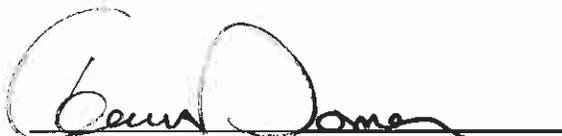
**CEQA:**

Section 15061(b)(3), the general rule exemption, states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment that the activity is not subject to CEQA.

**FINANCIAL IMPACT:**

None.

Prepared by:



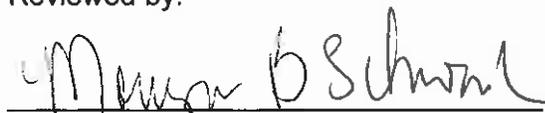
Kenneth A. Domer  
Assistant City Administrator,  
Development Services

Reviewed and approved:



Troy L. Butzlaff, CMA-CM  
City Administrator

Reviewed by:



Monique Schwartz  
Associate Planner

Attachment: Ordinance O-2010-\_\_\_\_  
Resolution R-2010-\_\_\_\_  
Draft Parking Structure Design Guidelines  
Draft City Council Administrative Policy 724

ORDINANCE NO. O-2010-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF PLACENTIA AMENDING CHAPTERS 23.04 AND  
23.78 OF TITLE 23 (ZONING ORDINANCE) OF THE  
PLACENTIA MUNICIPAL CODE PERTAINING TO PARKING  
STRUCTURES AND PARKING STRUCTURE DESIGN REGULATIONS

[Zoning Code Amendment 10-03]

City Attorney's Summary

This Ordinance amends Chapters 23.04 and 23.78 of Title 23 (Zoning Ordinance) of the Placentia Municipal Code pertaining to parking structures to allow for the development and construction of parking structures, when applicable, and requiring the establishment of City Council approved parking structure design regulations to provide development standards for construction of such structures.

**A. Recitals.**

(i) On September 14, 2010, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to amend Chapters 23.04 and 23.78 of Title 23 of the Placentia Municipal Code to allow for the development and construction of parking structures and requiring the establishment of parking structure design regulations to provide development standards for construction of such structures and recommended adoption of this Ordinance to the City Council [Zoning Code Amendment 10-03].

(ii) This City Council has reviewed and considered all elements of amendments to the Zoning Code as recommended by the Planning Commission, including written staff reports and verbal testimony presented during a duly noticed public hearing, which hearing was concluded prior to the adoption of this ordinance.

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

**B. Ordinance.**

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and 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 finds and certifies that the amendments, and the Regulations set forth in Policy No. PM 724 adopted concurrently herewith, set forth below have been reviewed and considered in accordance with the provisions of the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder and City Guidelines and, further, finds that it can be seen with certainty that there is no possibility that the amendments set forth below may have a significant effect on the environment and said amendments are therefore not subject to the requirements of the California Environmental Quality act pursuant to the provisions of Section 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations.

SECTION 3. Chapter 23.04 of Title 23 of the Placentia Municipal Code, hereby is amended by the addition of § 23.04.537 to read, in words and figures, as follows:

"Section 23.04.537 - Parking Structure Defined.

"*Parking structure* shall mean a building (or part thereof), which is designed specifically to be utilized for motor vehicle parking and where there are a number of floors or levels, either above or below ground level on which parking of motor vehicles shall take place. *Parking structure* shall not include a grade level parking area for which development standards are set forth in the Zoning or Building Codes."

SECTION 4. Chapter 23.78 of Title 23 of the Placentia Municipal Code, hereby is amended by the addition of § 23.78.180 (9) to read, in words and figures, as follows:

"Section 23.78.180 - Parking structures.

"(a) Development Plan Required. Parking structures may be permitted in commercial or industrial zones, specific plan districts or designated overlay zones, subject to the approval of a development plan review application in accordance with Chapter 23.75, Development Plan Review, and any other development applications required by the district in which a parking structure is proposed to be constructed.

"(b) Parking structure design regulations. Parking structures shall comply with the City Council approved Parking Structure Design Regulations for commercial or industrial zones, specific plan districts or designated overlay zones on file with the Department of Development Services."

SECTION 5. 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.

SECTION 8. 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 9. 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 10. 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

RESOLUTION NO. R-2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING AND ADOPTING THE CITY OF PLACENTIA PARKING STRUCTURE DESIGN REGULATIONS.

A. Recitals.

(i) The City of Placentia heretofore has adopted Ordinance No. 0-2010- establishing provisions regulating the development and construction of parking structures.

(ii) Said Ordinance No. 0-2010-\_\_ provides for the adoption of regulations to implement the purpose and intent of said Ordinance No. 0-2010-\_\_\_.

(iii) A full, true and correct copy of Policy No. PM 724, dated November 16, 2010, establishing the design regulations for parking structures within the City of Placentia is on file in the Office of the City Clerk.

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

B. Resolution.

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

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

2. That certain Policy No. PM 724 of the City of Placentia, dated November 16, 2010, on file in the Office of the City Clerk, and by this reference incorporated as though fully set forth herein, hereby is adopted as the design regulations for parking structures of the City of Placentia.

PASSED AND ADOPTED this 16th day of November, 2010.

---

JOSEPH V. AGUIRRE, MAYOR

ATTEST:

RESOLUTION NO. R-2010-  
PAGE 1 of 2

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PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16th day of November, 2010, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

---

PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

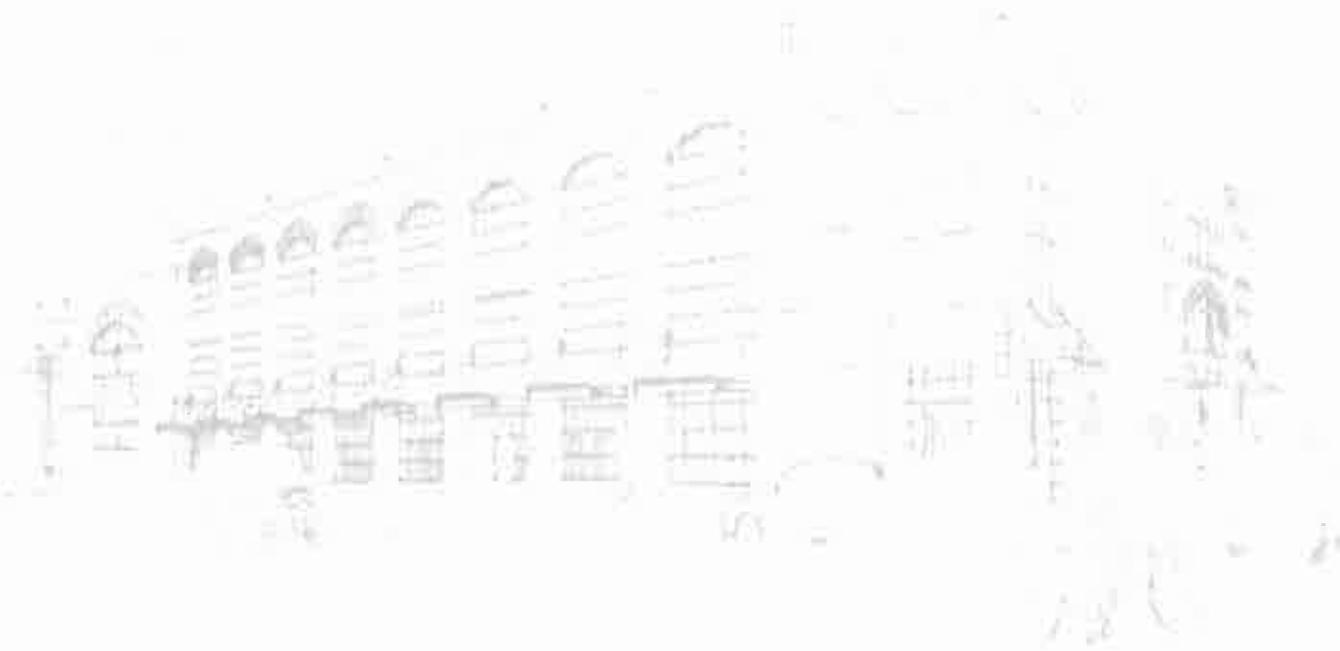
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ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# CITY OF PLACENTIA

## PARKING STRUCTURE DESIGN REGULATIONS



August 26, 2010

Recommended by the Planning Commission

September 14, 2010

Approved by City Council

XXXXXXXX XX, 20XX

Resolution R-2010-XX

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## **General Design Regulations**

The design of parking structures is an important consideration in the overall visual quality of the City of Placentia. The design regulations contained herein are intended to assure that parking structures incorporate design features which make them more attractive and blend them into the surrounding streetscape and natural landscape. The General Design Regulations are meant to guide proposed developers and assist City Staff in reviewing potential parking structures. The General Design and Specific Regulations may be enhanced with further location specific requirements through the Development Plan Review process. In general, parking structures should:

- Conceal views of motor vehicles parking in the parking structures through a combination of visual barriers, planting or other means; open-sided facilities, which allow complete views of parking motor vehicles, are discouraged.
- Articulate the building elevations of the parking structure visible from public streets; such articulation may consist of indentations in the parking structure, changes in color, addition of applied elements to the surface of the parking structure, or other devices, including the provision of a landscape buffer with a minimum width of 10 feet.
- In commercial areas include commercial or retail space at-grade to facilitate a more vibrant and animated streetscape.
- Construct parking structures of concrete or masonry materials that are predominately light in color.
- Consider adding planters or allowing climbing-type vines to grow on the surfaces of parking structures on building elevations that face public streets.
- Consider stepping back parking structures above the fourth level on building elevations adjacent to a public street, when such structure exceeds four levels in height. If a parking structure has frontage adjacent to two or more public streets, consider stepping the structure back on the street with the highest traffic volume.
- Consider creating openings in the upper decks that allow light to lower levels for parking structures that are only one or two levels above grade and permit trees to be planted on the grade under the openings that, when mature, will extend above the parking structure.
- Parking levels may be stepped or terraced to visually soften the overall mass of the parking structure.



- Parking structure façade articulation should:
  - create a sense of order through play of light, shadow and texture
  - minimize horizontal or vertical banding by balancing both horizontal and vertical elements
  - use openings, columns and beams to visually segment exterior surface and provide scale
  - spandrels are to be level and uniform when feasible
  - differentiate pedestrian and vehicular entrances
  - Façade openings should be designed so that at a minimum, the top of the headlights of parked vehicles are masked from horizontal view at every level.
  
- Pedestrian and vehicular entrances shall be clearly identified and easily accessible to minimize pedestrian/vehicular conflict.
  
- Parking structure façade should reflect a coordinated design concept that is complimentary with adjacent buildings, including portrayal of building function, structure and scale. Appropriate treatments include:
  - straightforward geometry, functional design
  - expression of structure with columns and beams
  - unity and scale reinforced through an integrated grid module
  - delineation of floor levels and structure
  - surface delineation through use of reveals, mullions and recesses
  
- Details should reinforce overall design unity, interest and scale. Appropriate treatment include:
  - coordinated mullions and details
  - delineation and alignment of structural connections
  - finishes commensurate with building materials
  - coordinate entry spaces and landscaping
  
- Street facades should be designed to be visually interesting and screen parked motor vehicles from exterior views.
  
- Landscape zones on the street level adjacent to the parking structure should be created for buffer and aesthetic purposes.



## **Specific Design Criteria**

Unless otherwise directed as a Condition of Approval through the Development Plan Review process, Parking Structures in all districts shall adhere to the following specific design criteria:

- (a) **Development Plan Requirement.** Parking structures may be permitted in Commercially or industrially-designated zones, subject to the approval of a development plan review application in accordance with Chapter 23.75, Development Plan Review, and any other development applications required by the district in which a parking structure is proposed to be constructed.
- (b) **Maximum Parking Aisle Length.** 450 feet shall be the maximum length of a parking aisle without being intersected by another parking aisle or driveway.
- (c) **Support Posts or Other Obstructions.** No curbs, walls, posts or other obstructions may be placed within 12 inches of any parking stall. However, support posts may be allowed to obstruct along the front of the parking stall by no more than two (2) feet.
- (d) **Mirrors for Sight Distance.** Blind corners shall be provided with viewing mirrors maintained in a position and condition to provide adequate sight distance.
- (e) **Interior Treatment.** The interior treatment shall include a coordinated interior sign program designed to identify parking levels and locate stairwells, elevators, telephones, exits and other interior features and improvements. Refer to the Parking Structure Design Regulations for additional detail.
- (f) **Exterior Treatment.** Exterior treatment of structures should adhere to the General Regulations unless otherwise conditioned or approved by the Director.
- (g) **Landscaping.** Landscaping features around the parking facility enhance its appearance and should be incorporated into the surrounding area. Flower beds, shrubbery, and grass plots should be well tended. Landscaping should be performed judiciously so as not to provide hiding places and reduce security requirements.
- (h) **Lighting.** Lighting for each deck of a parking structure shall be energy-efficient, low level and directed so as not to spill beyond the surface deck. In general, the Dark Sky Association's model lighting ordinance (MLO) should be consulted for issues related to light trespass.
- (i) **Lighting in General.** Adequate lighting shall be provided for all parking structures in accordance with the following provisions:



Area		Minimum Horizontal Illuminance <sup>2</sup> lux (fc)	Maximum Max-to-Min Ratio	Minimum Vertical Illuminance <sup>3</sup> lux (fc)
Basic <sup>1</sup>		10 (1.0)	10:1	5 (0.5)
Ramps <sup>4</sup>	Day <sup>5</sup>	20 (2.0)	10:1	10 (1.0)
	Night	10 (1.0)	10:1	5 (0.5)
Entrance Areas	Day <sup>5</sup>	500 (50)		250 (25)
	Night	10 (1.0)	10:1	5 (0.5)
Stairways		20 (2.0)		10 (1.0)

1 = Typical conditions  
 2 = Measured on the parking surface without any shadowing effects.  
 3 = Measured 1.5m above parking surface at point of lowest horizontal illuminance (not including points on the boundaries facing outward.)  
 4 = Applies to clearway ramps (no adjacent parking) but not to sloping floor designs.  
 5 = Daylight may be considered in the design calculation.

Prior to construction of a parking structure, a lighting plan shall be submitted identifying the type, location and height of proposed lighting fixtures, with an associated photometric analysis showing lighting illumination levels and spillover. Any lighting plan should conform to the Illuminating Engineering Society of North America (IESNA) regulations for parking facilities. The current recommended practice is *RP 20-98 Lighting for Parking Facilities*, unless updated and approved by the Director.

- (j) **Floor Treatment.** Parking structures shall include a swirl finish or other equivalent treatment to minimize tire squeal.
- (k) **Driveway Width.** Any driveway providing access to a parking structure shall have a minimum width of 24 feet. If a toll or fee booth is located in the driveway area, the driveways on either side of the toll or fee booth shall have a width of 10 feet.
- (l) **Increase in Parking Stall Width.** Where the side of the parking space abuts a building, fence, wall, or other obstruction, provide a minimum one (1) foot distance between the parking space and the obstruction.
- (m) **Minimum Floor Heights.** The minimum height from the floor to the lowest ceiling structure, support beam or overhead fixture, such as a conduit, pipeline, signage, lighting, or any other obstruction mounted on the ceiling shall follow the California Building Code (CBC) standards:
  - (1) 8 feet, 2 inches for areas providing ADA accessible parking; or
  - (2) 7 feet for all other parking areas; or
  - (3) As determined by the decision-making authority for providing appropriate access to loading areas.



- (n) **Parking Floor and Ramp Grades.** The parking areas of sloped floor parking structures shall not exceed a grade of 5 percent. The grade of a straight internal ramp shall not exceed 16 percent. The grade of a circular ramp shall not exceed 15 percent, as measured at the inside lane of a circular ramp.
- (o) **Ramp Transitions.** All ramps with greater than 10 percent grade shall be provided with transition zones at the top and bottom of the ramp. Ramps with a grade of greater than 10 percent shall have a transition zones at least 10 feet in length. The grade of a transition zone shall not exceed  $\frac{1}{2}$  the grade of the ramp it serves. Ramps with a grade of 10 percent or less do not require a transition zone.
- (p) **Ramp Width.** A straight one-way ramp shall be at least 14 feet in width. A two-way ramp shall be at least 23 feet in width. The minimum turning radius of a circular ramp, measured at the outside front wheel, shall be 30 feet.
- (q) **Elevators.** Parking structures of three (3) stories or more shall incorporate at least one passenger elevator to meet ADA accessibility requirements. The total number of elevators required should be determined by a flow capacity analysis based on peak hour loading and speed/type of elevator.
- (r) **Access.** Vehicular entrances on designated main streets are not encouraged unless site constraints or pre-existing conditions make it impossible to access the parking from a secondary street. Vehicular entrances on main streets exceeding a total of 30 feet width should be avoided.
- (s) **Setbacks.** Parking structures shall adhere to the base zone's setback standards unless otherwise approved by the Planning Commission with findings supporting a reduced setback.
- (t) **Pedestrian Entrances.** Pedestrian entrances to all parking lots and structures shall be directly from a frontage line so the street frontage is active with pedestrians. Only underground parking structures may be entered by pedestrians directly from a building.
- (u) **Bicycle Parking.** Bicycle parking shall be located on site or within 250 feet of the site. All publicly accessible parking structures shall provide one bicycle parking space per 20 vehicle spaces. At least 50% of the long-term bicycle parking must be enclosed and accessible to designated users, i.e. residents, employees, or in the case of public parking garages, available to the general public for parking. Spaces that are not enclosed must have access to a securely anchored rack to which the bicycle frame and at least one wheel can be locked.
- (v) **Restrictions.** Additional size, design, and access restrictions may be required by the decision making authority.

DRAFT

**PARKING STRUCTURE DESIGN REGULATIONS**

Definition

*Parking structure* shall mean a building (or part thereof), which is designed specifically to be for motor vehicle parking and where there are a number of floors or levels, either above or below ground level on which parking of motor vehicles shall take place. *Parking structure* shall not include a grade level parking area for which development standards are set forth in the Zoning or Building Codes.

Review Procedures

Parking structures may be permitted in commercial or industrial zones, specific plan districts or designated overlay zones, subject to the approval of a development plan review application in accordance with Chapter 23.75, Development Plan Review, and any other development applications required by the district in which a parking structure is proposed to be constructed.

Parking Structure Design Regulations

Parking Structures shall comply with the design regulations set forth in Exhibit "A" to this Policy.



# Placentia City

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: NOVEMBER 16, 2010

SUBJECT: APPROVE EASEMENT AGREEMENTS FOR PLACENTIA AVENUE AND KRAEMER BOULEVARD GRADE SEPARATION PROJECTS

FINANCIAL

IMPACT: EXPENSE: NONE

### **INTRODUCTION:**

The Orange County Transportation Authority (OCTA) is overseeing the right of way, design, and construction of five railroad grade separation projects along the Orangethorpe rail corridor, in the cities of Placentia, Anaheim, and Fullerton. The design for the Placentia Avenue and Kraemer Boulevard railroad grade separation projects is complete and both are scheduled to commence construction in early 2011. Prior to commencement of the construction phases all easements and right of way issues must be completed. This action will approve easement agreements between the Burlington Northern Santa Fe Railway Company (BNSF) and the City of Placentia for both the Placentia Avenue and Kraemer Boulevard Underpasses.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

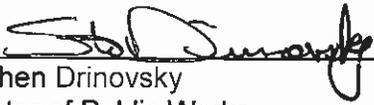
1. Approve the attached "EASEMENT AGREEMENT FOR PLACENTIA AVENUE UNDERPASS (C&M AGREEMENT)" between the City of Placentia and BNSF Railway Company for construction of the Placentia Avenue Underpass, Parcels KRA-047-4 (Temporary Construction Easement), PLA-003-01A (Street Easement), and PLA-003-01B (Street Easement).
2. Approve the attached "MEMORANDUM OF EASEMENT" between the City of Placentia and BNSF Railway Company for construction of the Placentia Avenue Underpass.
3. Approve the attached "EASEMENT AGREEMENT FOR CONSTRUCTION OF THE KRAEMER BOULEVARD UNDERPASS (C&M AGREEMENT)" between the City of Placentia and BNSF Railway Company for construction of the Kraemer Boulevard Underpass, Parcels KRA-047-1 (Bridge Easement), KRA-047-2 (Permanent Storm Drain Easement), KRA-047-3 (Footing Easement) and KRA-047-5 (Sewer Easement).
4. Authorize the Mayor to sign the subject easement agreements on behalf of the City.

5. Direct the City Clerk to endorse on the Certificate of Acceptance which embodies the acceptance of said right-of-way easement, and cause the document to be submitted to the County Recorder of the Orange County for recording of the document.

**DISCUSSION:**

On September 21, 2010, the City Council approved construction and maintenance agreements between the Burlington Northern Santa Fe Railway Company (BNSF) and the City of Placentia to define the specific terms, conditions, and funding responsibilities for the construction and maintenance of these projects. Under the terms of the C & M agreements the City of Placentia is obligated to maintain the bridge structures at both Placentia Avenue and Kraemer Boulevard and appurtenances adjacent to the local street at both crossing locations, including retaining walls, highway drainage, pump house facilities and lighting. In order for the City to comply with its obligations it is necessary for the BNSF Railway Company to grant the City of Placentia several easements. These easements include temporary construction easements, street easements, bridge easements, permanent storm drain easements, footing easements and a sewer easement. These right of way easements for the Placentia Avenue and Kraemer Boulevard Underpasses must be secured prior to OCTA advertising for construction bids.

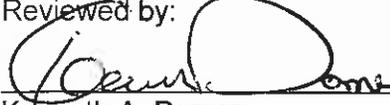
Submitted by:

  
\_\_\_\_\_  
Stephen Drinovsky  
Director of Public Works

Reviewed and approved:

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

Reviewed by:

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

**EASEMENT AGREEMENT  
FOR CONSTRUCTION OF THE KRAEMER BOULEVARD UNDERPASS  
(C&M Agreement)**

**THIS EASEMENT AGREEMENT FOR CONSTRUCTION OF THE KRAEMER BOULEVARD UNDERPASS, ("Easement Agreement")** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2010 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **THE CITY OF PLACENTIA**, a California Charter Municipal Corporation ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Placentia, County of Orange, State of California, at Mile Post 42+3883.62 as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of \_\_\_\_\_ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1     Granting of Easement.**

1.1 **Easement Purpose.** The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 **Grant.** Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 **Reservations by Grantor.** Grantor accepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

**Section 2** **Term of Easement.** The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

2.1 Grantee and Grantor agree that the just compensation for the Temporary Easement represents the purchase price for the first one year of the Temporary Easement term and further agree that if the term of the Temporary Easement extends beyond one year, the just compensation for the balance (if any) of the Temporary Easement term is and shall be zero and No/100 Dollars (\$0.00).

**Section 3** **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

**Section 4** **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

**Section 5** **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in

order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

**Section 6 Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

**Section 7 Environmental.**

**7.1 Compliance with Environmental Laws.** Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

**7.2 Notice of Release.** Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

**7.3 Remediation of Release.** In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

**7.4 Preventative Measures.** Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

**7.5 Evidence of Compliance.** Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon

Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

**Section 8      Default and Termination.**

8.1      Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2      Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3      Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4      Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

**Section 9      Surrender of Premises.**

9.1      Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a)      remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b)      repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c)      remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d)      leave the Premises in the condition which existed as of the Effective Date.

9.2      Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

**Section 10** Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

**Section 11** Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

**Section 12** Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

**Section 13** Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "Memorandum of Easement") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 10 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

**Section 14** Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

14.7 The terms of the C&M Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

14.8 Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, which the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: Mark D. Ude  
Title: AVP – Corporate Real Estate Development

**GRANTEE:**

**THE CITY OF PLACENTIA**, a California Charter  
Municipal Corporation

By: \_\_\_\_\_  
Name: Joseph V. Aguirre  
Title: Mayor

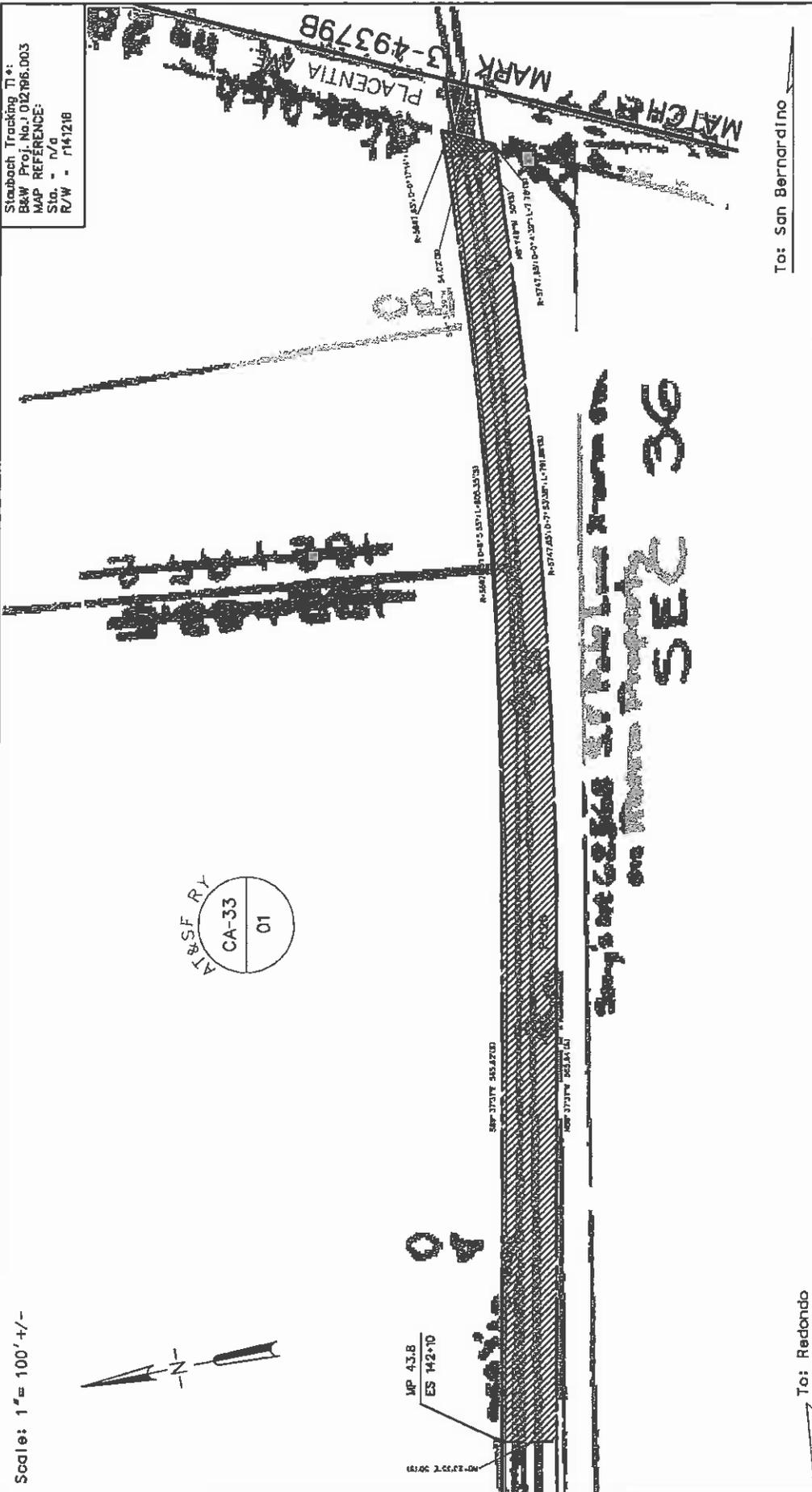
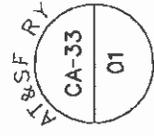
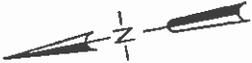
**EXHIBIT "A"**

**Premises**

EXHIBIT "A"

Staebach, Tracking T1+  
 B&W Proj. No. 012766.003  
 MAP REFERENCE:  
 Sta. - N/A  
 R/W - P14218

Scale: 1" = 100' +/-



To: San Bernardino

Cali & LA Division  
 San Bernardino Sub. - L.S. 7602-3  
 Val. Sec. 48080  
 AT&SF CA-33, Map 1  
 Rancho San Juan Cajon De Santa Ana  
 June 4, 2010 M.P. 4.3.8 SMC

MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 (M) MEASUREMENT

Legend:  
 [Hatched Box] Permanent Street Easement  
 [Diagonal Lines] Temporary Construction License

To: Redondo

To: OCTA  
 At: Placentia  
 Orange County,  
 CA

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, and it is subject to audit and should be used only with the expressed understanding the BNSF makes no representation whatsoever about the quality, accuracy, errors or omissions relating to this map.



## EXHIBIT 'A'

### LEGAL DESCRIPTION

#### KRA-047-1 (Bridge Easement)

A permanent bridge easement, upon, over and across a portion of that certain strip of land 60 feet wide granted to Santa Fe Land Improvement Company, in the City of Anaheim, County of Orange, State of California, described in the deed recorded March 23, 1911 in Book 196 Pages 122 through 124 of Deeds, in the office of the County Recorder of said county, more particularly described as follows:

**BEGINNING** at the centerline intersection of Crowther Avenue, 70.00 feet wide, and Kraemer Boulevard, 100.00 feet wide, as shown in the Tract No. 9961, in the City of Placentia, County of Orange, State of California, as per map recorded in book 441 pages 39 through 46 of Miscellaneous Maps, in the office of the County Recorder of said county; thence northerly along the centerline of Kraemer Boulevard North 6°26'17" West 25.38 feet to the southerly line of said strip of land granted to Santa Fe Land Improvement Company and the **TRUE POINT OF BEGINNING**; thence westerly along said southerly line North 86°28'38" West 76.04 feet; thence leaving said line North 12°11'29" East 60.69 feet to the northerly line of said strip of land granted to Santa Fe Land Improvement Company; thence easterly along said northerly line South 86°28'38" West 91.59 feet; thence continuing along said northerly line South 86°28'23" East 24.54 feet; thence leaving said line South 20°52'55" East 65.89 feet to the southerly line of said strip of land granted to Santa Fe Land Improvement Company; thence westerly along said southerly line North 86°28'23" West 51.77 feet; thence continuing along said southerly line North 86°28'38" West 24.70 feet to the **TRUE POINT OF BEGINNING**.

Containing 8,059 square feet, more or less

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.00000838 to obtain ground level distances.

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

March 19, 2010  
Date



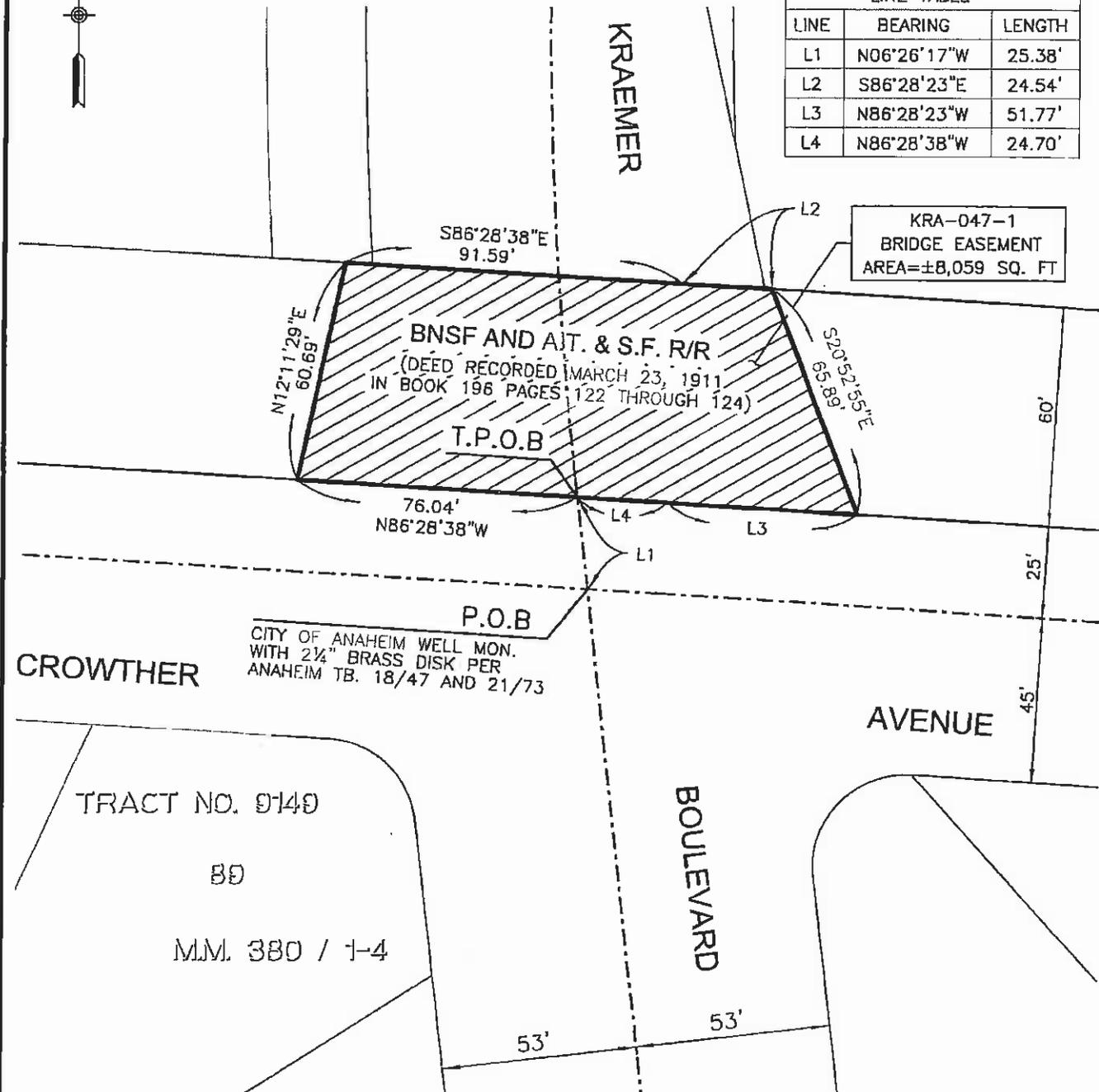
  
Glenn Culver  
L.S. No. 5420  
Expiration Date: 09-30-2010

**EXHIBIT "B"**  
 IN THE CITY OF ANAHEIM, COUNTY OF ORANGE  
 STATE OF CALIFORNIA



LINE TABLE		
LINE	BEARING	LENGTH
L1	N06°26'17"W	25.38'
L2	S86°28'23"E	24.54'
L3	N86°28'23"W	51.77'
L4	N86°28'38"W	24.70'

**KRA-047-1**  
 BRIDGE EASEMENT  
 AREA=±8,059 SQ. FT



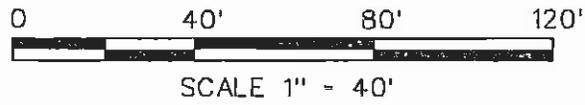
**CROWTHER**

**P.O.B.**  
 CITY OF ANAHEIM WELL MON.  
 WITH 2 1/4" BRASS DISK PER  
 ANAHEIM TB. 18/47 AND 21/73

TRACT NO. 9140  
 80  
 M.M. 380 / 1-4

**AVENUE**

**BOULEVARD**



THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, 1991.35 EPOCH. MULTIPLY ALL DISTANCES BY 1.00000838 TO OBTAIN GROUND LEVEL DISTANCES.

<b>EXHIBIT B</b> <b>BRIDGE EASEMENT</b> PARCEL NO.: KRA-047-1		
<b>THE CULVER GROUP</b> CONSULTING ENGINEERS - LAND SURVEYORS - CONSTRUCTION MANAGERS 12307 Lewis Street, Suite 201 GARDEN GROVE, CA 92640 714/880-2160 Fax 714/980-2161		
DESIGNED BY: KI	APPROVED ON: 03/19/10	JOB NO.: 1HNT0103
CHECKED BY: GS	BY: GLENN E. CULVER	SHEET 1 OF 1
DATE: 03/18/10	LS NO. 5420 EXP 09/30/10	
SCALE: 1"=40'		

## EXHIBIT 'A'

### LEGAL DESCRIPTION

#### KRA-047-2 (Permanent Storm Drain Easement)

A permanent storm drain easement, upon, over and across a portion of that certain strip of land 60 feet wide granted to Santa Fe Land Improvement Company, in the City of Anaheim, County of Orange, State of California, described in the deed recorded March 23, 1911 in Book 196 Pages 122 through 124 of Deeds, in the office of the County Recorder of said county, a strip of land being 40.00 feet wide, lying 20.00 feet on each side of the following described line:

**BEGINNING** at the centerline intersection of Crowther Avenue, 70 feet wide, and Kraemer Boulevard, 100 feet wide, as shown in the Tract No. 9961, in the City of Placentia, County of Orange, State of California, as per map recorded in book 441 pages 39 through 46 of Miscellaneous Maps, in the office of the County Recorder of said county; thence northerly along the centerline of Kraemer Boulevard North  $6^{\circ}26'17''$  West 30.63 feet to the beginning of a tangent curve concave northeasterly having radius of 1200.00 feet; thence northerly along said curve 55.46 feet through a central angle of  $2^{\circ}38'54''$  to the northerly line of said strip of land granted to Santa Fe Land Improvement Company, thence westerly along said line North  $86^{\circ}28'38''$  West 586.82 feet to the **TRUE POINT OF BEGINNING**, said point also being the beginning of a curve concave southeasterly and having a radius of 45.00 feet, a radial line through said beginning bears North  $52^{\circ}43'48''$  West; thence southerly 26.50 feet along said curve through a central angle of  $33^{\circ}44'33''$ ; thence tangent to said curve South  $03^{\circ}31'40''$  West 35.00 feet to the southerly line of said land granted to Santa Fe Land Improvement Company.

The sidelines of said strip shall be lengthened or shortened to terminate on the northerly and southerly lines of the land granted to Santa Fe Land Improvement Company.

Containing 2,493 square feet, more or less

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.00000838 to obtain ground level distances.

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

1/27/2010  
Date



Glenn Culver  
Glenn Culver  
L.S. No. 5420  
Expiration Date: 09-30-2010

CITY OF ANAHEIM  
COUNTY OF ORANGE  
STATE OF CALIFORNIA

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	45.00'	33°44'33"	26.50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°31'40"W	35.00'



CITY OF PLACENTIA

TRACT NO. 9961  
M.M. 441 / 30-48

T.P.O.B

CITY OF PLACENTIA LIMIT

N86°28'38"W

CITY OF ANAHEIM LIMIT

586.82'

A.T. & S.F. R/R

(DEED RECORDED MARCH 23, 1911  
IN BOOK 196 PAGES 122 THROUGH 124)

R=1200.00'  
Δ=2°38'54"  
L=55.46'

KRAEMER BLVD.

CROWTHER AVENUE

CITY OF ANAHEIM LIMIT  
CITY OF PLACENTIA LIMIT

KRA-047-2  
STORM DRAIN EASEMENT  
AREA=±2,493 SQ. FT

N6°26'17"W  
30.63'

P.O.B

CITY OF ANAHEIM WELL MON.  
WITH 2 1/4" BRASS DISK PER  
ANAHEIM TB. 1B/47 AND 21/73

TRACT 0140  
M.M. 380 / 1-4

CITY OF ANAHEIM

LEGEND

INDICATES AREA OF STORM DRAIN EASEMENT

P.O.B. POINT OF BEGINNING

THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, 1991.35 EPOCH. MULTIPLY ALL DISTANCES BY 1.00000838 TO OBTAIN GROUND LEVEL DISTANCES.



EXHIBIT B  
STORM DRAIN EASEMENT

PARCEL NO.: KRA-047-2 APN: \_\_\_\_\_

**THE CULVER GROUP**  
CONSULTING ENGINEERS • LAND SURVEYORS • CONSTRUCTION MANAGERS  
1207 Lind St., Ste. 201, Carbon Lake, CA 95740  
714/860-2100 Fax: 714/860-2101

DESIGNED BY: KT	APPROVED ON: 01/28/10	JOB NO.: 1HN10103
CHECKED BY: GC	BY: GLENN E. CULVER	SHEET 1 OF 1
DATE: 01/20/10	LS NO. 5420	EXP. 09/30/10
SCALE: 1"=40'		

## EXHIBIT 'A'

### LEGAL DESCRIPTION

#### KRA-047-3 (Footing Easement)

A permanent footing easement, upon, over and across a portion of that certain strip of land 60 feet wide granted to Santa Fe Land Improvement Company, in the City of Anaheim, County of Orange, State of California, described in the deed recorded March 23, 1911 in Book 196 Pages 122 through 124 of Deeds, in the office of the County Recorder of said county, more particularly described as follows:

**BEGINNING** at the centerline intersection of Crowther Avenue, 70.00 feet wide, and Kraemer Boulevard, 100.00 feet wide, as shown in the Tract No. 9961, in the City of Placentia, County of Orange, State of California, as per map recorded in book 441 pages 39 through 46 of Miscellaneous Maps, in the office of the County Recorder of said county; thence easterly along the centerline of Crowther Avenue South  $86^{\circ}28'38''$  East 20.31 feet; thence continuing along said centerline South  $86^{\circ}28'23''$  East 51.77 feet; thence leaving said centerline North  $03^{\circ}31'37''$  East 25.00 feet to the southerly line of said strip of land granted to Santa Fe Land Improvement Company and the **TRUE POINT OF BEGINNING**; thence North  $20^{\circ}52'55''$  West 5.92 feet to the beginning of a non-tangent curve concave to the north and having a radius of 27.50 feet, a radial line through said beginning bears South  $13^{\circ}11'41''$  West; thence easterly along said curve 4.64 feet through a central angle of  $09^{\circ}40'05''$ ; thence South  $86^{\circ}28'23''$  East 288.73 feet to the beginning of a curve concave to the south and having a radius of 650.00 feet; thence easterly along said curve 39.90 feet through a central angle of  $03^{\circ}31'00''$ ; thence South  $82^{\circ}57'23''$  East 41.61 feet to the beginning of a curve concave to the north and having a radius of 650.00 feet; thence easterly along said curve 39.90 feet through a central angle of  $03^{\circ}31'00''$  to the southerly line of said strip of land granted to Santa Fe Land Improvement Company; thence westerly along said southerly line North  $86^{\circ}28'23''$  West 412.16 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,764 square feet, more or less

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.00000838 to obtain ground level distances.

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

March 19, 2010  
Date



  
Glenn Culver  
L.S. No. 5420  
Expiration Date: 09-30-2010

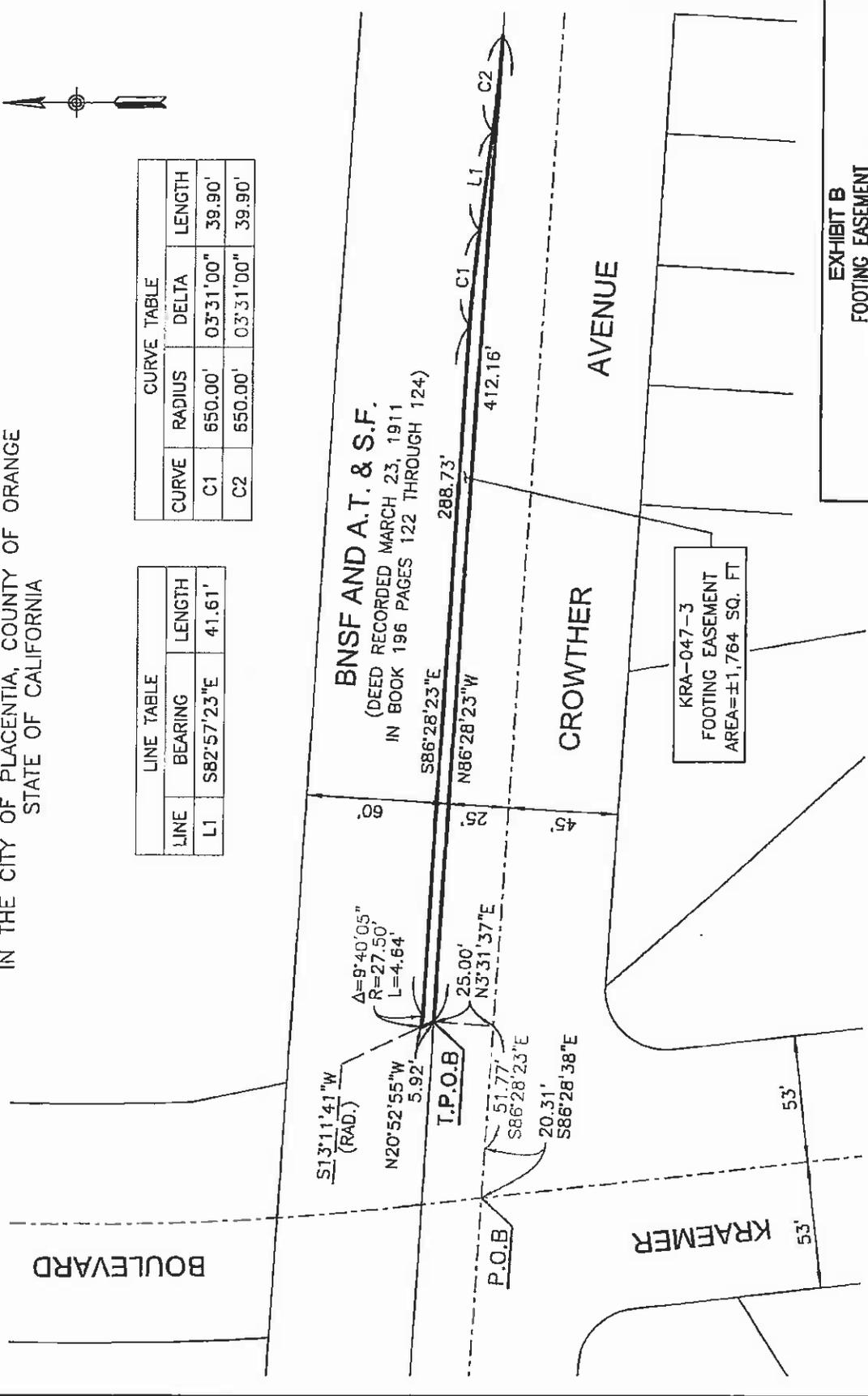
**EXHIBIT "B"**

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE  
STATE OF CALIFORNIA



LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°57'23"E	41.61'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	650.00'	03°31'00"	39.90'
C2	650.00'	03°31'00"	39.90'



**BNSF AND A.T. & S.F.**  
(DEED RECORDED MARCH 23, 1911  
IN BOOK 196 PAGES 122 THROUGH 124)

**CROWTHER**

**AVENUE**

**KRA-047-3**  
FOOTING EASEMENT  
AREA=±1,764 SQ. FT.

THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, 1991.35 EPOCH. MULTIPLY ALL DISTANCES BY 1.00000838 TO OBTAIN GROUND LEVEL DISTANCES.

**EXHIBIT B**  
**FOOTING EASEMENT**  
**PARCEL NO.: KRA-047-3**

**The CULVER GROUP**  
CONSULTING ENGINEERS • LAND SURVEYORS • CONSTRUCTION MANAGERS  
1287 1/2th Street, Suite 201, Culver City, CA 90230  
714/858-2188 Fax 714/858-2181

DESIGNED BY: JT	APPROVED ON: 03/18/10	JOB NO.: 1HNT0103
CHECKED BY: GC	BY: GLENN E. CULVER	SHEET 1 OF 1
DATE: 03/18/10	LS NO. 5420	EXP. 09/30/10
SCALE: 1"=60'		

## EXHIBIT 'A'

### LEGAL DESCRIPTION

#### KRA-047-5 (Sewer Easement)

A sewer easement, upon, over and across a portion of that certain strip of land 60 feet wide granted to Santa Fe Land Improvement Company, in the City of Anaheim, County of Orange, State of California, described in the deed recorded March 23, 1911 in Book 196 Pages 122 through 124 of Deeds, in the office of the County Recorder of said county, more particularly described as follows:

**BEGINNING** at the centerline intersection of Crowther Avenue, 70.00 feet wide, and Kraemer Boulevard, 100.00 feet wide, as shown in the Tract No. 9961, in the City of Placentia, County of Orange, State of California, as per map recorded in book 441 pages 39 through 46 of Miscellaneous Maps, in the office of the County Recorder of said county; thence northerly along the centerline of Kraemer Boulevard North  $06^{\circ}26'17''$  West 30.63 feet to the beginning of a tangent curve concave northeasterly having radius of 1200.00 feet; thence northerly along said curve 55.46 feet through a central angle of  $2^{\circ}38'54''$  to the northerly line of said strip of land granted to Santa Fe Land Improvement Company, thence westerly along said line North  $86^{\circ}28'38''$  West 594.40 feet to the **TRUE POINT OF BEGINNING**; thence leaving said northerly line South  $03^{\circ}31'40''$  West 60.00 feet to the southerly line of said strip of land granted to Santa Fe Land Improvement Company; thence westerly along said southerly line North  $86^{\circ}28'38''$  West 20.00 feet; thence leaving said southerly line North  $03^{\circ}31'40''$  East 35.01 feet to the beginning of a curve concave to the east and having a radius of 65.00 feet; thence northerly along said curve 25.65 feet through a central angle of  $22^{\circ}36'50''$  to the northerly line of said strip of land granted to Santa Fe Land Improvement Company; thence easterly along said northerly line South  $86^{\circ}28'42''$  East 15.00 feet to **THE TRUE POINT OF BEGINNING**.

Containing 1,159 square feet, more or less

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.00000838 to obtain ground level distances.

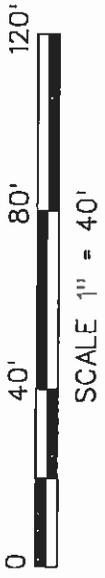
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

March 22, 2010  
Date



*Glenn Culver*  
Glenn Culver  
L.S. No. 5420  
Expiration Date: 09-30-2010

CITY OF ANAHEIM  
 COUNTY OF ORANGE  
 STATE OF CALIFORNIA



CITY OF PLACENTIA

TRACT NO. 0881  
 M.M. 441 / 39-48

CITY OF PLACENTIA LIMIT  
 N86°28'38"W  
 CITY OF ANAHEIM LIMIT

A.T. & S.F. R/R

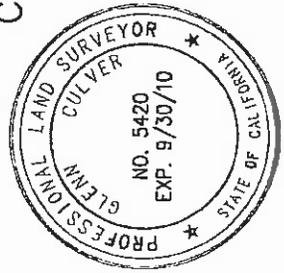
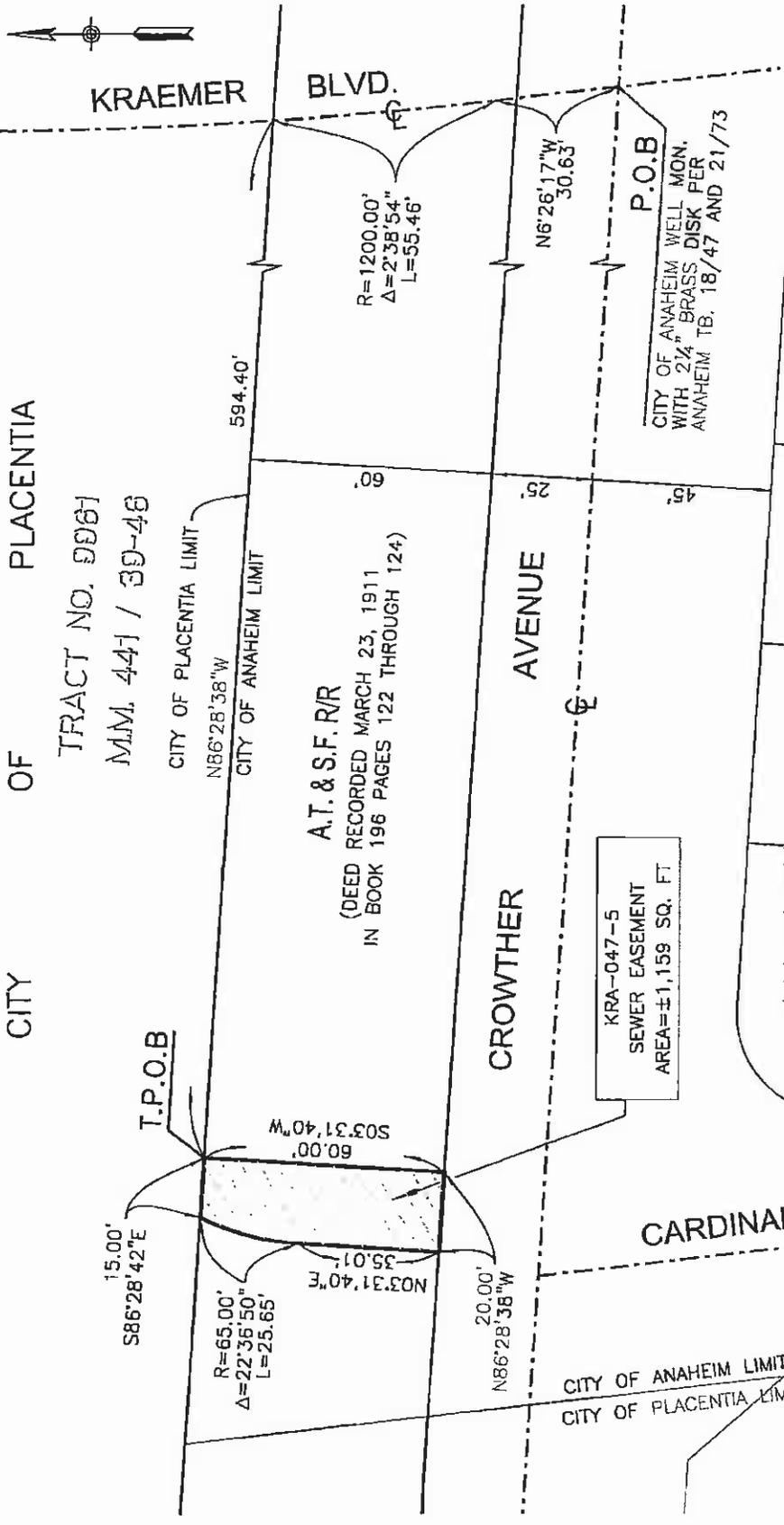
(DEED RECORDED MARCH 23, 1911  
 IN BOOK 196 PAGES 122 THROUGH 124)

CROWTHER AVENUE

KRA-047-5  
 SEWER EASEMENT  
 AREA=±1,159 SQ. FT

TRACT 0149  
 M.M. 380 / 1-4

CITY OF ANAHEIM



**LEGEND**

- INDICATES AREA OF SEWER EASEMENT
- POINT OF BEGINNING

THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, 1991.35 EPOCH. MULTIPLY ALL DISTANCES BY 1.000000838 TO OBTAIN GROUND LEVEL DISTANCES.

EXHIBIT B SEWER EASEMENT PARCEL NO.: KRA-047-5 APN:	
<b>THE CULVER GROUP</b> CONSULTING ENGINEERS - LAND SURVEYORS - CONSTRUCTION MANAGERS 12307 Lamb Street, Suite 201 Garden Grove, CA 92640 714/960-2160 Fax: 714/960-2161	
DESIGNED BY: KT CHECKED BY: GC DATE: 03/22/10	APPROVED ON: 03/22/10 BY: GLENN E. CULVER
SCALE: 1"=40'	JOB NO.: 1HNTO103 SHEET 1 OF 1
LS NO. 5420 EXP. 09/30/10	

Project Name: HNT0103  
 Description: Kraemer Blvd Project  
 Horizontal Alignment Name: KRA-047-5  
 Description: SEWER  
 Style: Default

STATION                      NORTHING                      EASTING

Element: Linear  
     POB (                      )                      0+00.00                      198421.65                      -490189.66  
     PI (                      )                      0+60.00                      198361.76                      -490193.35  
 Tangent Direction:                      S 3^31'40" W  
 Tangent Length:                      60.00

Element: Linear  
     PI (                      )                      0+60.00                      198361.76                      -490193.35  
     PI (                      )                      0+80.00                      198362.99                      -490213.31  
 Tangent Direction:                      N 86^28'38" W  
 Tangent Length:                      20.00

Element: Linear  
     PI (                      )                      0+80.00                      198362.99                      -490213.31  
     PC (                      )                      1+15.01                      198397.93                      -490211.16  
 Tangent Direction:                      N 3^31'40" E  
 Tangent Length:                      35.01

Element: Circular  
     PC (                      )                      1+15.01                      198397.93                      -490211.16  
     PI (                      )                      1+28.00                      198410.90                      -490210.36  
     CC (                      )                                           198393.93                      -490146.28  
     PT (                      )                      1+40.66                      198422.57                      -490204.63  
     Radius:                      65.00  
     Delta:                      22^36'50" Right  
 Degree of Curvature(Arc):                      88^08'50"  
     Length:                      25.65  
     Tangent:                      13.00  
     Chord:                      25.49  
     Middle Ordinate:                      1.26  
     External:                      1.29  
 Tangent Direction:                      N 3^31'40" E  
 Radial Direction:                      S 86^28'20" E  
 Chord Direction:                      N 14^50'05" E  
 Radial Direction:                      S 63^51'30" E  
 Tangent Direction:                      N 26^08'30" E

Non-collinear

Element: Linear  
     PT (                      )                      1+40.66                      198422.57                      -490204.63  
     POE (                      )                      1+55.66                      198421.65                      -490189.66  
 Tangent Direction:                      S 86^28'42" E  
 Tangent Length:                      15.00

Area:                      1159.0 sq.feet                      0.0 acres

**EASEMENT AGREEMENT  
FOR PLACENTIA AVENUE UNDERPASS  
(C&M Agreement)**

**THIS EASEMENT AGREEMENT FOR PLACENTIA AVENUE UNDERPASS, ("Easement Agreement")** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2010 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **THE CITY OF PLACENTIA**, a California Charter Municipal Corporation ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Placentia, County of Orange, State of California, at Mile Post 43+2875.77, as described or depicted on Exhibit "A" attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of \_\_\_\_\_ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1      Granting of Easement.**

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor accepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

**Section 2** Term of Easement. The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of this Temporary Construction License, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is thirty (30) months after the Effective Date for Parcels KRA-047-04.30, PLA-003-03A, and PLA-003-03B.30; and six (6) months after the Effective Date for Parcels KRA-047-04.6 and PLA-003-03B.6.

2.1 Grantee and Grantor agree that the just compensation for the Temporary Construction License represents the purchase price for the first one year of the Temporary Construction License term and further agree that if the term of the Temporary Construction License extends beyond one year, the just compensation for the balance (if any) of the Temporary Construction License term is and shall be zero and No/100 Dollars (\$0.00).

**Section 3** No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

**Section 4** Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

**Section 5** Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"), Grantee will be responsible at Grantee's sole risk to locate and make any

adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

**Section 6 Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

**Section 7 Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

## **Section 8** Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

## **Section 9** Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to

the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

**Section 10** Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

**Section 11** Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

**Section 12** Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

**Section 13** Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "Memorandum of Easement") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 10 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

**Section 14** Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision

herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

14.7 The terms of the C&M Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

14.8 Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, which the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: Mark D. Ude  
Title: AVP – Corporate Real Estate Development

**GRANTEE:**

**THE CITY OF PLACENTIA**, a California Charter  
Municipal Corporation

By: \_\_\_\_\_  
Name: Joseph V. Aguirre  
Title: Mayor

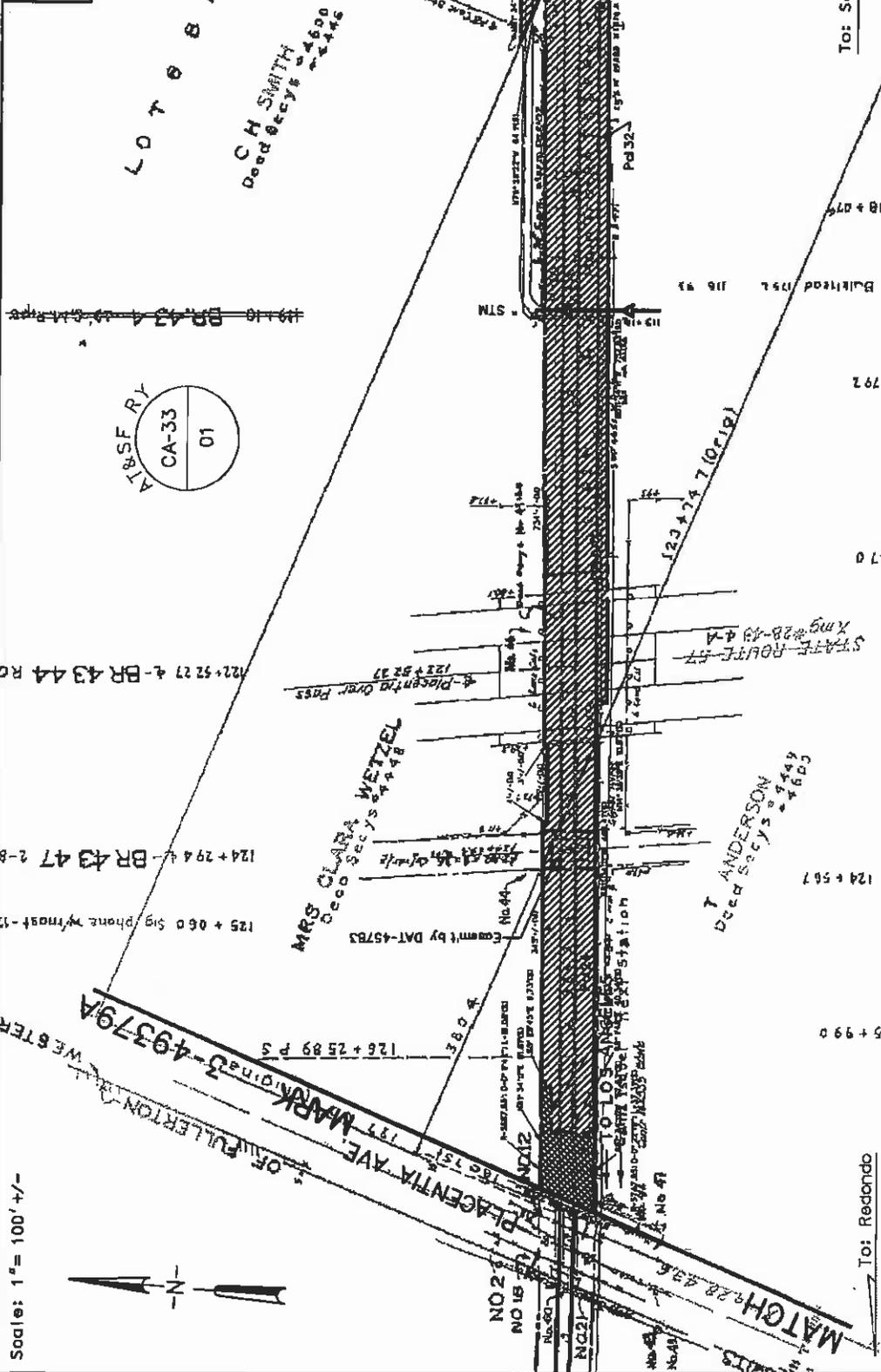
**EXHIBIT "A"**

**Premises**



**EXHIBIT "A"**

Stackeoch Tracking Tr. #1  
 RAW Proj. No. 0121986.003  
 MAP REFERENCE:  
 Sta. - 8507537  
 R/W - n/g



To: San Bernardino

Call & LA Division  
 San Bernardino Sub. - L.S. 7602-3  
 Vol. Sec. 48080  
 AT&SF CA-33, Map 1  
 Rancho San Juan Cajon De Santa Ana  
 June 4, 2010  
 M.P. 43.3 SMC

MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 (M) MEASUREMENT

**Legend:**

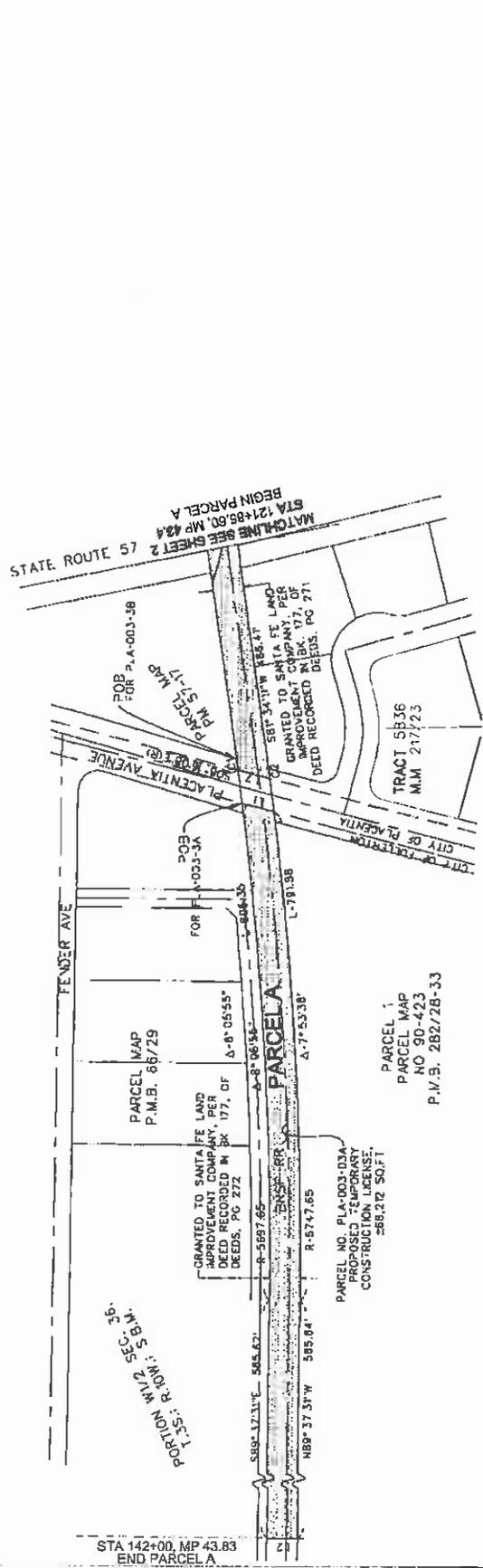
- Permanent Street Easement
- Temporary Construction License

To: OCTA  
 At: Placentia  
 Orange County,  
 CA

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is made to audit and should be used only with the expressed understanding that BNSF makes no representation whatsoever about the quality, accuracy, errors or omissions relating to this map.

**EXHIBIT A-1  
CITY OF PLACENTIA, COUNTY OF ORANGE  
STATE OF CALIFORNIA**

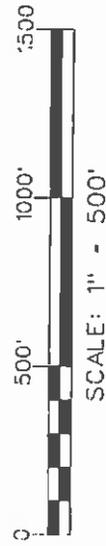
PARCEL A  
PROPOSED ICE TOTAL  
AREA ± 99,134 SQ FT



**LEGEND**

- [---] INDICATES AREA OF TEMPORARY CONSTRUCTION LICENSE, AREA ± 99,134 SQ.FT.
- (R) RADIAL BEARING (FROM CENTER OF CIRCLE) POB POINT OF BEGINNING

TOTAL CONSTRUCTION EASEMENT  
FOR PLACENTIA AND  
KRAEMER 548,971 SQ F-

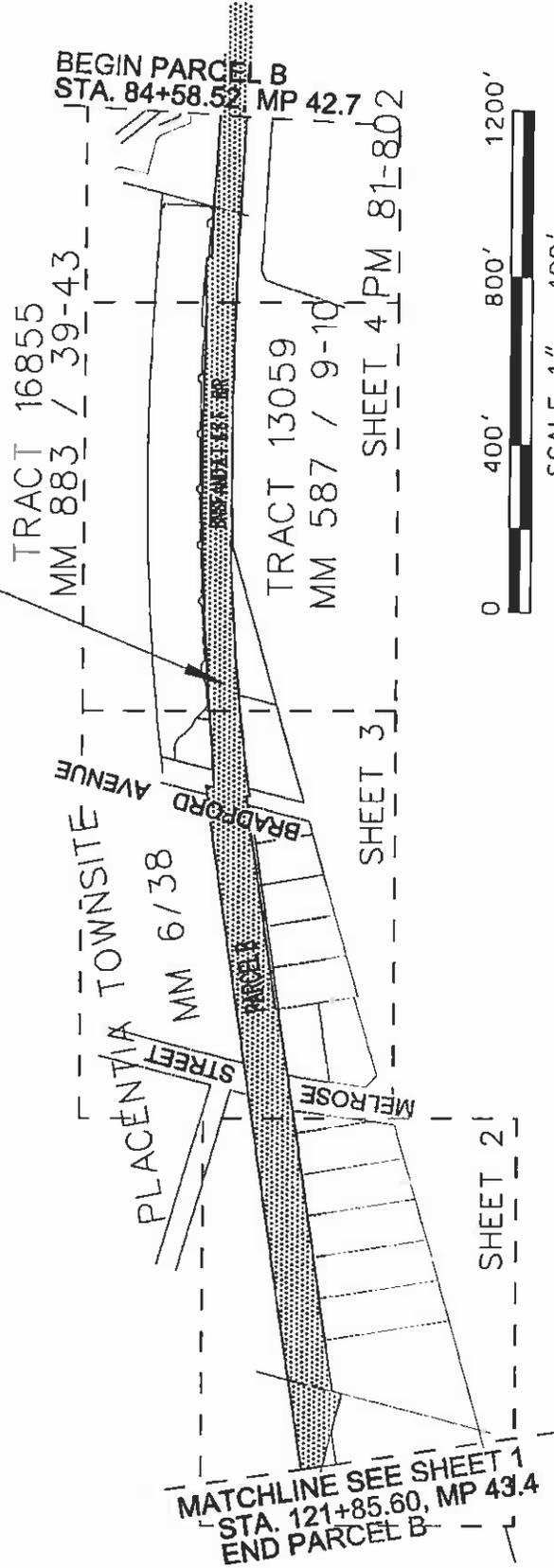


BEARINGS AND DISTANCES USED ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000009 TO OBTAIN GROUND DISTANCES.

**EXHIBIT A-1**  
**CITY OF PLACENTIA, COUNTY OF ORANGE**  
**STATE OF CALIFORNIA**

CITY OF PLACENTIA

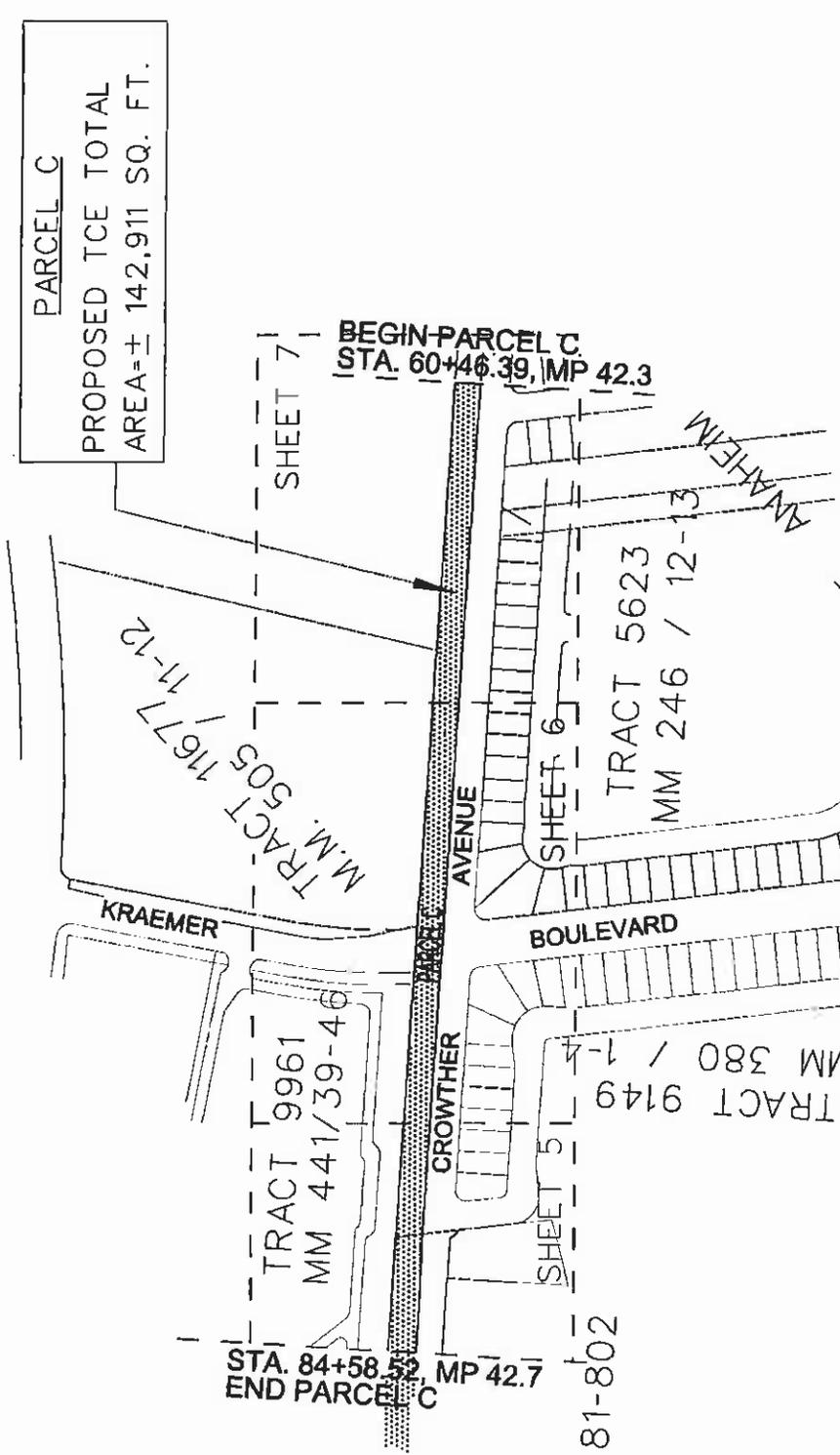
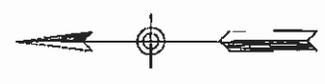
**PARCEL B**  
 PROPOSED TCE TOTAL  
 AREA=± 306,926 SQ. FT.



THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, 1991.35 EPOCH. MULTIPLY ALL DISTANCES BY 1.00000838 TO OBTAIN GROUND LEVEL DISTANCES.

**EXHIBIT A-1**  
**CITY OF PLACENTIA, COUNTY OF ORANGE**  
**STATE OF CALIFORNIA**

CITY OF PLACENTIA



PM 81-802



THE BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, 1991.35 EPOCH. MULTIPLY ALL DISTANCES BY 1.00000838 TO OBTAIN GROUND LEVEL DISTANCES.

## EXHIBIT 'A'

### LEGAL DESCRIPTION

#### KRA-047-4 (Temporary Construction Easement)

A temporary construction easement for construction purposes and incidents thereto, upon, over and across those portions of Lots 1, 2, 3, 6 and 7 of Block C and Block E in the Kraemer Tract in the cities of Placentia and Anaheim, County of Orange, State of California, as per map recorded in Book 12 Pages 87 and 88 Miscellaneous Records in the office of the County Recorder of Los Angeles County, granted to Santa Fe Land Improvement Company, recorded March 23, 1911 in Book 196 Pages 122 through 124 of Deeds, together with the land granted to the California, Arizona and Santa Fe Railway Company recorded October 3, 1951 as Document No. 24150 Official Records, both in the office of the County Recorder of Orange County, more particularly described as follows:

**BEGINNING** at the centerline intersection of Crowther Avenue, 70 feet wide, and Kraemer Boulevard, 100 feet wide, as shown in the Tract No. 9961, in the City of Placentia, County of Orange, State of California, as per map recorded in book 441 pages 39 through 46 of Miscellaneous Maps, in the office of the County Recorder of said county; thence northerly along the centerline of Kraemer Boulevard North  $6^{\circ}26'17''$  West 30.63 feet to the beginning of a tangent curve concave northeasterly having radius of 1200.00 feet; thence northerly along said curve 55.46 feet through a central angle of  $2^{\circ}38'54''$  to the northerly line said land granted to Santa Fe Land Improvement Company and the **TRUE POINT OF BEGINNING**; thence easterly along said line South  $86^{\circ}28'38''$  East 33.94 feet; thence South  $86^{\circ}28'23''$  East 1282.59 feet; thence leaving said northerly line perpendicular South  $03^{\circ}31'37''$  West 60.00 feet to the southerly line of said land granted to Santa Fe Improvement Company; thence westerly along said line North  $86^{\circ}28'23''$  West 1282.59 feet; thence North  $86^{\circ}28'38''$  West 707.79 feet to the most easterly point of the land described in Instrument No. 2006000463531 Official Records, recorded July 12, 2006 in the office of the County Recorder of Orange County, said easterly point also being the beginning of a non-tangent curve concave northerly and having a radius of 5749.95 feet, a radial line through said beginning bears South  $1^{\circ}20'28''$  West; thence along said southerly line and said curve 197.64 feet through a central angle of  $01^{\circ}58'10''$ ; thence North  $06^{\circ}41'22''$  West 225.00 feet to the beginning of a curve concave southerly and having a radius of 11464.90 feet; thence westerly 601.13 feet along said curve through a central angle of  $03^{\circ}00'15''$  to the beginning of a compound curve concave southerly having a radius of 7964.93 feet; thence westerly 261.77 feet along said curve through a central angle of  $01^{\circ}52'59''$  to a point on a non-tangent line; thence along said non-tangent line North  $74^{\circ}04'40''$  East 18.22 feet

to the beginning of a non-tangent curve concave southerly having a radius of 5686.77 feet, a radial line through said beginning bears North 1°30'45" West; thence westerly 617.96 feet along said curve through a central angle of 06°13'34" to the westerly line of said Lot 1; thence North 14°32'55" East 7.96 feet along said westerly line to the northerly line of the land described in Instrument No. 19980343671 Official Records, recorded June 2, 1998 in the office of the County Recorder of Orange County and the beginning of a curve concave southerly and having a radius of 5693.15 feet, a radial line through said beginning bears North 07°38'43" West; thence westerly 74.55 feet along said curve through a central angle of 00°45'01"; thence continuing along said northerly line South 81°36'16" West 440.84 feet to the westerly line of said Instrument No. 19980343671; thence South 09°12'35" East 6.50 feet to the southerly line of said land granted to Santa Fe Land Improvement Company per deed recorded March 23, 1911; thence westerly along said line South 81°36'16" West 924.59 feet to the easterly line of said Lot 6; thence along said easterly line South 14°41'05" West 22.71 feet to the southerly line of said Lot 6; thence westerly along said southerly line North 75°27'57" West 92.95 feet to the southerly line of the land granted to the California, Arizona and Santa Fe Railway Company Recorded October 3, 1951 as Document No. 24150 Official Records; thence westerly along said line South 81°34'11" West 80.79 feet; thence North 08°20'12" West 84.73 feet to the northerly line of said land granted to Santa Fe Land Improvement Company; thence along the said northerly line North 81°36'16" East 1540.54 feet to the beginning of a curve concave southerly having a radius of 5786.65 feet; thence easterly 113.87 feet along said curve through a central angle of 01°07'39" to the westerly line of said Lot 1; thence along said westerly line South 14°32'55" West 20.34 feet to the southerly line of Instrument No. 2006000463532 Official Records, recorded July 12, 2006 in the office of the County Recorder of Orange County; thence along said southerly line North 86°16'47" East 288.32 feet to the beginning of a curve concave southerly having a radius of 7537.94 feet; thence easterly 680.69 feet along said curve through a central angle of 05°10'26"; thence South 87°21'15" East 129.52 feet; thence North 88°54'12" East 162.67 feet; thence South 42°09'17" East 17.95 feet; thence South 87°08'55" East 116.00 feet to the east line of Block C of said tract; thence northerly along said east line North 14°32'51" East 1.11 feet to the northerly line of the 60.00 feet wide strip of land as conveyed to Santa Fe Land Improvement Company, a California Corporation, recorded March 4, 1910 in Book 177, Page 266 of Deeds of Orange County; thence along said line South 86°28'38" East 1150.70 feet to the **TRUE POINT OF BEGINNING.**

Containing 408,911 square feet, more or less

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.00000838 to obtain ground level distances.

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

1/27/2010  
Date



Glenn Culver  
Glenn Culver  
L.S. No. 5420  
Expiration Date: 09-30-2010

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

**PLA-003-01A (Street Easement)**

Being a portion of that certain strip of land 50 feet wide, lying in the W ½ of Section 36, Township 3 South, Range 10 West, San Bernardino Meridian, granted to SANTA FE LAND IMPROVEMENT COMPANY per that certain "BARGAIN AND SALE DEED", recorded March 4, 1910 in Book 177 of Deeds at Page 272, Official Records Orange County, situated in the City of Fullerton, County of Orange, State of California, more particularly described as follows:

**BEGINNING** at the northeasterly corner of said parcel granted to SANTA FE LAND IMPROVEMENT COMPANY, said point being on the easterly boundary line of the City of Fullerton and the northerly line of said 50 foot wide strip; thence southwesterly along said city boundary line, South 14°36'39" West, 54.02 feet to the southeast corner of said parcel, said point being on the southerly line of said 50 foot wide strip and the beginning of a non-tangent curve to the right, to which a radial line bears South 07°31'09" East; thence along the southerly line of said parcel, westerly along the arc of said curve having a radius of 5747.65, through a central angle of 0°04'39", an arc distance of 7.78 feet; thence leaving said southerly line, North 08°01'49" West, 50.00 feet to the northerly line of said parcel, said point being the beginning of a non-tangent curve to the left, to which a radial line bears South 07°26'11" East; thence along said northerly line, easterly along the arc of said curve, having a radius of 5697.65 feet, through a central angle of 0°17'14", an arc distance of 28.57 feet to the **POINT OF BEGINNING**.

Containing 909 square feet, more or less.

**PLA-003-01B (Street Easement)**

Being a portion of that certain strip of land 50 feet wide, lying in Lot 7, Block C of the Kraemer Tract, as per map of said Tract filed in Book 12 Page 87, Records of Los Angeles County, granted to SANTA FE LAND IMPROVEMENT COMPANY per that certain "BARGAIN AND SALE DEED", recorded March 4, 1910 in Book 177 of Deeds at Page 271, Official Records Orange County, situated in the City of Placentia, County of Orange, State of California, more particularly described as follows:

**BEGINNING** at the northwesterly corner of said parcel, said point being the intersection of the easterly right of way of Placentia Avenue (50' wide) per the Deed of Right of Way recorded in Book 243 Pages 3 through 10, Official Records Orange County with the northerly line of said 50 foot wide strip granted to SANTA FE LAND IMPROVEMENT COMPANY, said point being the beginning of a curve to the left, to which a radial line bears South 08°16'06" East; thence along the northerly line of said parcel the following two (2) courses and distances: (1) easterly along the arc of said curve, having a radius of 5697.65 feet, through a central angle of 0°09'42", an arc distance of 16.08 feet, and (2) North 81°34'11" East, 81.81 feet; thence leaving said northerly line the following three (3) courses and distances: (1) South 08°25'45" East, 9.73 feet, (2) South 81°39'53" West, 43.70 feet, and (3) South 08°01'49" East, 40.34 feet to a point on the southerly line of said parcel; thence along said southerly line the following two (2) courses and distances: (1) South 81°34'11" West, 37.82 feet to the beginning of a tangent curve to the right, and (2) westerly along the arc of said curve, having a radius of 5747.65 feet, through a central angle of 0° 22'19", an arc distance of 37.30 feet to the southwesterly corner of said parcel, said point being on the previously described easterly right of way of Placentia Avenue, thence along said right of way North 14°36'39" East, 54.23 feet to the **POINT OF BEGINNING**.

Containing 3,658 square feet, more or less.

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

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

3/24/2010  
Date



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

**CITIES OF FULLERTON AND PLACENTIA  
COUNTY OF ORANGE  
STATE OF CALIFORNIA**

PARCEL 4  
PARCEL MAP  
P.M.B. 66/29

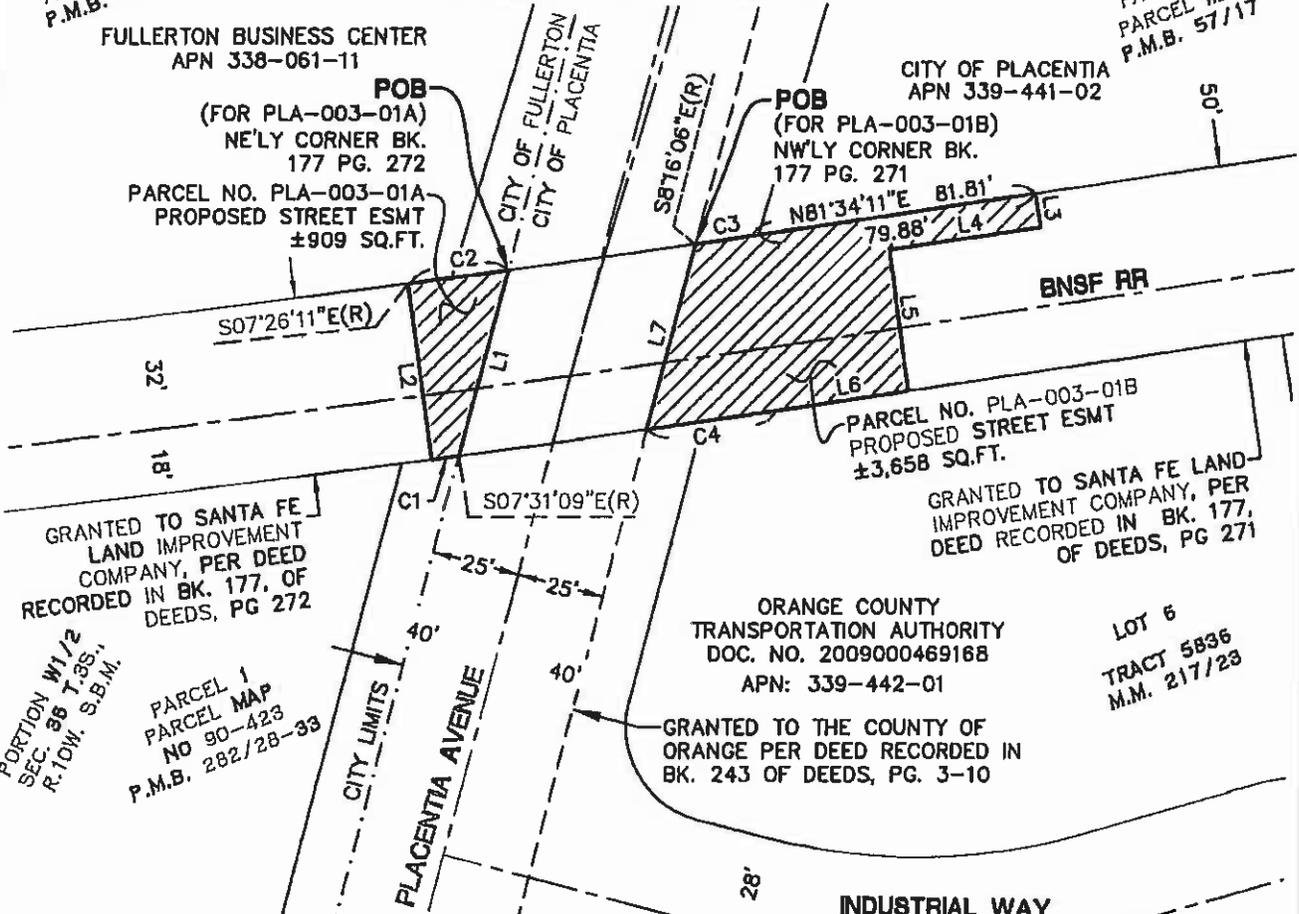
FULLERTON BUSINESS CENTER  
APN 338-061-11

**POB**  
(FOR PLA-003-01A)  
NE'LY CORNER BK.  
177 PG. 272  
PARCEL NO. PLA-003-01A  
PROPOSED STREET ESMT  
±909 SQ.FT.

PARCEL 2  
PARCEL MAP  
P.M.B. 57/17

CITY OF PLACENTIA  
APN 339-441-02

**POB**  
(FOR PLA-003-01B)  
NW'LY CORNER BK.  
177 PG. 271



GRANTED TO SANTA FE  
LAND IMPROVEMENT  
COMPANY, PER DEED  
RECORDED IN BK. 177, OF  
DEEDS, PG 272

PARCEL 1  
PARCEL MAP  
NO 90-423  
P.M.B. 282/28-33

PORTION W1/2  
SEC. 36 T.35N,  
R.10W, S.B.M.

GRANTED TO SANTA FE LAND  
IMPROVEMENT COMPANY, PER  
DEED RECORDED IN BK. 177,  
OF DEEDS, PG 271

ORANGE COUNTY  
TRANSPORTATION AUTHORITY  
DOC. NO. 2009000469168  
APN: 339-442-01

GRANTED TO THE COUNTY OF  
ORANGE PER DEED RECORDED IN  
BK. 243 OF DEEDS, PG. 3-10

LOT 6  
TRACT 5836  
M.M. 217/23

LINE TABLE		
LINE	BEARING	LENGTH
L1	S14°36'39"W	54.02'
L2	N08°01'49"W	50.00'
L3	S08°25'45"E	9.73'
L4	S81°39'53"W	43.70'
L5	S08°01'49"E	40.34'
L6	S81°34'11"W	37.82'
L7	N14°36'39"E	54.23'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	5747.65	0°04'39"	7.78
C2	5697.65	0°17'14"	28.57
C3	5697.65	0°09'42"	16.08
C4	5747.65	0°22'19"	37.30

**LEGEND**

- INDICATES AREA OF STREET EASEMENT TO BE CONVEYED, AREA ±4,567 SQ.FT.
- (R) RADIAL BEARING (FROM CENTER OF CIRCLES)
- POB** POINT OF BEGINNING

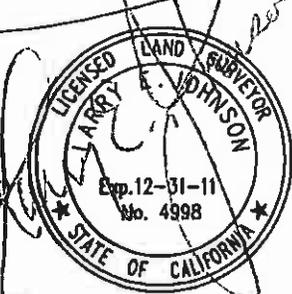


EXHIBIT "B"



SCALE: 1 INCH = 50 FEET

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



**PLAT TO ACCOMPANY LEGAL DESCRIPTION  
LANDS OF BNSF RAILROAD**



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

DESIGNED BY: CRB	APPROVED ON: 3/24/10	JOB NO. SJ-09103	SHEET 1 OF 1
CKD. BY: LEJ	BY: LARRY E. JOHNSON		
DATE: 3/24/10	LS NO. 4998	EXP. 12/31/11	
SCALE: 1"=50'			

pla-003-01ab.txt

Company Survey Prototype (Imperial Units)

Project: SJ-09103  
Parcel Inverse

-----  
Parcel name: PLA-003-01A

North: 2263110.9073      East : 6066568.2104  
Line Course: S 14-36-39 W      Length: 54.02  
North: 2263058.6385      East : 6066554.5848  
Curve Length: 7.78      Radius: 5747.65  
Delta: 0-04-39      Tangent: 3.89  
Chord: 7.78      Course: S 82-31-11 W  
Course In: N 07-31-09 W      Course Out: S 07-26-30 E  
RP North: 2268756.8631      East : 6065802.4596  
End North: 2263057.6258      East : 6066546.8723  
Line Course: N 08-01-49 W      Length: 50.00  
North: 2263107.1381      East : 6066539.8872  
Curve Length: 28.57      Radius: 5697.65  
Delta: -0-17-14      Tangent: 14.29  
Chord: 28.57      Course: N 82-25-12 E  
Course In: N 07-26-11 W      Course Out: S 07-43-26 E  
RP North: 2268756.8639      East : 6065802.4595  
End North: 2263110.9073      East : 6066568.2104

Perimeter: 140.37      Area: 909 Sq Ft 0.02 Ac.

-----  
Parcel name: PLA-003-01B

North: 2263118.4415      East : 6066621.8454  
Curve Length: 16.08      Radius: 5697.65  
Delta: -0-09-42      Tangent: 8.04  
Chord: 16.08      Course: N 81-39-03 E  
Course In: N 08-16-06 W      Course Out: S 08-25-49 E  
RP North: 2268756.8640      East : 6065802.4595  
End North: 2263120.7764      East : 6066637.7550  
Line Course: N 81-34-11 E      Length: 81.81  
North: 2263132.7695      East : 6066718.6777  
Line Course: S 08-25-45 E      Length: 9.73  
North: 2263123.1425      East : 6066720.1043  
Line Course: S 81-39-53 W      Length: 43.70  
North: 2263116.8076      East : 6066676.8652  
Line Course: S 08-01-49 E      Length: 40.34  
North: 2263076.8618      East : 6066682.5007  
Line Course: S 81-34-11 W      Length: 37.82  
North: 2263071.3166      East : 6066645.0852  
Curve Length: 37.30      Radius: 5747.65  
Delta: 0-22-19      Tangent: 18.65  
Chord: 37.30      Course: S 81-45-21 W  
Course In: N 08-25-49 W      Course Out: S 08-03-30 E  
RP North: 2268756.8640      East : 6065802.4595  
End North: 2263065.9675      East : 6066608.1663  
Line Course: N 14-36-39 E      Length: 54.23  
North: 2263118.4415      East : 6066621.8454

Perimeter: 321.02      Area: 3,658 Sq Ft 0.08 Ac.

**EXHIBIT "B"**

**MEMORANDUM OF EASEMENT**

## MEMORANDUM OF EASEMENT

**THIS MEMORANDUM OF EASEMENT** is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the **CITY OF PLACENTIA**, a California Charter Municipal Corporation ("**Grantee**"), whose address for purposes of this instrument is 401 East Chapman Avenue, Placentia, CA 92870, which terms "**Grantor**" and "**Grantee**" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

### **WITNESSETH:**

**WHEREAS**, Grantor owns or controls certain real property situated in Orange County, California as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

**WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated \_\_\_\_\_, 2010 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

**WHEREAS**, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: Mark D. Ude  
Title: AVP – Commercial Real Estate Development

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TARRANT   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

\_\_\_\_\_  
Notary Public  
(Seal)  
My appointment expires: \_\_\_\_\_





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: NOVEMBER 16, 2010

SUBJECT: APPROVE RESOLUTION TO ADOPT ESTABLISHMENT OF AN OVERALL ANNUAL ANTICIPATED DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION LEVEL (AADPL) GOAL OF 13% FOR FEDERAL FISCAL YEAR 2010/11

FINANCIAL  
IMPACT: NONE

### **INTRODUCTION:**

In order to maintain eligibility to receive federal transportation funds, the City is required to establish an Annual Anticipated Disadvantaged Business Enterprise Participation Level (AADPL) and corresponding DBE Availability Advisory Percentages for DBE participation on U.S. Department of Transportation (DOT)-assisted contracts for federal fiscal year 2010/11.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Adopt attached Resolution R-2010-\_\_\_\_\_ titled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING AND ADOPTING THE ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL) OF 13% FOR FEDERAL FISCAL YEAR (FFY) 2010/2011)" establishing the Overall Annual DBE Participation Level of 13% for Federal Fiscal Year 2010/11 (covering the period of October 1, 2010 through September 30, 2011).
2. Authorize the Mayor or Director of Public Works to execute all implementing DBE documents on behalf of the City to facilitate timely submission to the California Department of Transportation.

### **DISCUSSION:**

On May 1, 2006, the City of Placentia implemented a wholly race-neutral Disadvantaged Business Enterprise (DBE) program in accordance with directives issued by the California Department of Transportation (Caltrans). The directive was

AGENDA ITEM NO.: \_\_\_\_\_ **1h**

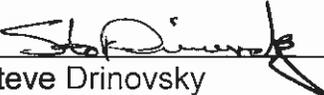
COUNCIL MEETING DATE \_\_\_\_\_ November 16, 2010

issued as a result of a decision from the Ninth Circuit Court of Appeals and guidelines promulgated by the Federal Highway Administration (FHWA) in response to that decision. The decision mandated that evidence of discrimination in the transportation contracting industry must be documented in order to implement a DBE race-conscious program. After careful analysis, Caltrans and FHWA concluded that the Caltrans lacked sufficient evidence to satisfy the strict scrutiny and newly established evidentiary standards established by the Ninth Circuit to request a waiver from US DOT to continue its use of race-conscious measures to meet the State's Overall DBE Goal.

To provide evidence of discrimination in the transportation contracting industry, Caltrans prepared an "Availability and Disparity Study" that revealed Caltrans should return to a Race Conscious DBE Program. The Disparity Study results indicated "statistically significant" underutilization in four of the six groups presumed to be disadvantaged as defined by the Code of Federal Regulations, 49 CFR Part 26. The four groups were African American, Asian Pacific American, Native American and Women. Hispanic Male and Subcontinent Asian male groups did not show statistically significant underutilization. The Disparity Study results require local agencies to split out their AADPLs into Race Neutral and Race Conscious portions. The Race Conscious portion of the AADPL is limited to the four underutilized groups. The Race Neutral portion of the AADPL is inclusive of all six groups. The Federal Highway Administration requires all local agencies receiving federal-aid funds through Caltrans must use a race-conscious DBE Program.

The City has established an AADPL of 13% for FFY 2010/11 for its DOT-assisted contracts. The "DBE Availability Advisory Percentages" represent the level of DBE participation that could reasonably be expected on individual federal-aid contracts. The AADPL for Federal Fiscal Year 2010/11 will be updated annually, to maintain relevancy to local market conditions and factors impacting DBE availability as directed by the Caltrans.

Submitted by:

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

Reviewed and approved:

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

Reviewed by:

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

Attachments:

1. Resolution R-2010-
2. Interim Exhibit 9-B

RESOLUTION NO. R-2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA APPROVING AND ADOPTING THE ANNUAL  
ANTICIPATED DBE PARTICIPATION LEVEL (AADPL) OF  
13% FOR FEDERAL FISCAL YEAR (FFY) 2010/11

A. Recitals.

(i) The City Council of the City of Placentia, California (the "City") hereby finds, determines, declares, and resolves as follows:

(ii) The City of Placentia is required to develop and submit an Annual Anticipated DBE Participation Level (AADPL), including DBE Availability Advisory Percentages for DOT-assisted contracts, as a condition of federal financial assistance, pursuant to the State of California's Department of Transportation's (Caltrans) Race-Conscious Program directives; and

(iii) In accordance with DBE regulations, the City of Placentia has developed a narrowly tailored Annual Anticipated DBE Participation Level (AADPL) of 13% for FFY 2010/11; and

(iv) City Council adoption is required to ensure compliance with Department of Transportation federal funding requirements, provisions and financial responsibilities; and

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Placentia City Council does hereby adopt the Annual Anticipated DBE Participation Level (AADPL) goal of 13% for FFY 2010/11; authorize the Mayor to execute this resolution and submit such to Caltrans, on behalf of the City of Placentia; and authorize the Mayor or City Engineer to execute any implementing documents on behalf of the City.

PASSED and ADOPTED this 16th day of November 2010.

---

JOE 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 16th day of November 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

## INTERIM EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

November 16, 2010

The information for exhibit 9-B presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The City of Placentia, submits our annual 9-B information for the Federal Fiscal Year 2010/2011, beginning on October 1, 2010 and ending on September 30, 2011.

### Disadvantaged Business Enterprise Liaison Officer (DBELO)

The City of Placentia (DBELO) is Michael McConaha, 401 East Chapman Avenue, Placentia, CA 92806, phone number 714-993-8131, fax number 714-961-0283 and email address is [mmcconaha@placentia.org](mailto:mmcconaha@placentia.org).

### Planned Race Neutral Measures

(Please detail the race neutral measures your local agency plans to implement for the upcoming Federal Fiscal Year per 49 CFR, Part 26.51 and Section V of the California Department of Transportation DBE Program Implementation Agreement for Local Agencies.)

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR, Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency’s prior written approval.

The City of Placentia shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Aguirre, Mayor  
City of Placentia

\_\_\_\_\_  
714-993-8117  
Phone Number

\_\_\_\_\_  
(Signature of Caltrans District Local Assistance Engineer [DLAE])

\_\_\_\_\_  
Date

**Distribution:** (1) Original - DLAE  
(2) Signed copy by the DLAE – Local Agency

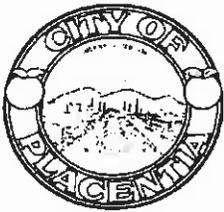
## (Attachment)

**Prompt Payment of Withheld Funds to Subcontractors**

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: NOVEMBER 16, 2010

SUBJECT: DECLARATION OF SURPLUS PROPERTY

FINANCIAL  
IMPACT: REVENUE REALIZED FROM THE SALE OF SURPLUS PROPERTY WILL BE DEPOSITED IN THE CITY'S EQUIPMENT REPLACEMENT FUND.

### INTRODUCTION:

The city's vehicle and equipment inventory is reviewed periodically to determine whether or not individual items have exceeded their economic life-cycle or usefulness. Items deemed in need of replacement or retirement are then sold at public auction. Sale proceeds shall be deposited into the City's Vehicle and Equipment Replacement Fund. This action authorizes disposal of items listed in the table below.

### RECOMMENDATION:

It is recommended that City Council declare the attached list of vehicles and equipment as surplus property and approve their sale at public auction.

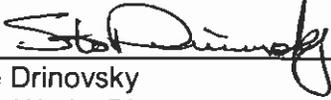
### DISCUSSION:

Vehicles and equipment are periodically examined to determine whether or not they should be kept in service for another year, replaced, re-assigned, or disposed. A variety of factors have been established within City Council Policy # 826 to objectively evaluate vehicles and equipment for replacement and/or disposal. Some of the basic factors utilized to make that determination include user-department operating requirements, vehicle mileage, age, maintenance costs, operating costs, and resale value of the vehicle and/or equipment to be replaced. The following items have been evaluated and are being recommended for disposal at this time:

UNIT NUMBER	MODEL YEAR	DESCRIPTION	V.I.N.	ASSIGNED DEPARTMENT
X516	2004	Crown Victoria	2FAFP71W94X155872	POLICE
X517	2006	Crown Victoria	2FAFP71W56X103271	POLICE
X518	2007	Crown Victoria	2FAFP71W17X108503	POLICE
X519	2001	Crown Victoria	2FAFP71W82X114288	POLICE
2508	2004	Toyota SUV	JTEZU14R140020138	POLICE
2506	2004	Nissan Altima	1N4AL11D54C143135	POLICE
4120	1988	Ford F-150	1FTDF15Y7JPA93693	POLICE
K715	1999	Kawasaki Motorcycle	JKAKZP20XB517170	POLICE
8044	2000	Chevrolet Malibu	1G1ND52V4Y6140633	POLICE
7342	1985	Vermeer Stump Grinder	1VRC131F4F1001282	PUBLIC WORKS
7527	1986	Chevrolet Utility Truck	1GBGC24MXGJ113168	PUBLIC WORKS
7149	1987	Ford F-250	1FTHF25L2HPA11892	PUBLIC WORKS
7177	1980	Chevrolet Truck	1GCGC24RXYF484150	PUBLIC WORKS
7374	1998	Chevrolet Malibu	1GLND52M9W6117940	PUBLIC WORKS

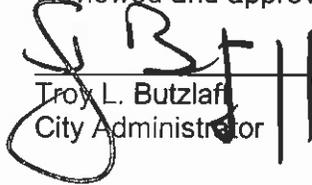
All funds derived from the sale of surplus equipment will be deposited into the City's vehicle replacement fund. Funds received are not available for uses other than vehicle replacement without City Council approval.

Submitted by:



Steve Drinovsky  
Public Works Director

Reviewed and approved:



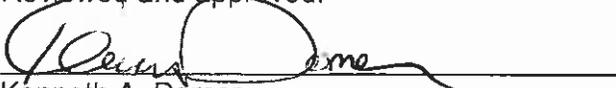
Troy L. Butzlaf  
City Administrator

Reviewed by:



Karen Ogawa  
Director of Finance

Reviewed and approved:



Kenneth A. Domer  
Assistant City Administrator



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: NOVEMBER 16, 2010

SUBJECT: AWARD OF ON-CALL SIDEWALK, CURB AND GUTTER, AND MISCELLANEOUS REPAIR SERVICES

**FINANCIAL**

IMPACT: MINIMAL OPERATIONAL COSTS

### **INTRODUCTION:**

On September 21, 2010, staff issued a Notice Inviting Bids to provide on-call repair services to the City for typical sidewalk, curb and gutter, ADA compliant curb ramps, and other miscellaneous items related to concrete and masonry infrastructure. Bids were received on October 21<sup>st</sup> from ten (10) contractors. A thorough evaluation of the bids received was inconclusive in its identification of the lowest responsible bidder. This action will reject all bids received and direct staff to revise the bid document in order to more clearly define the bidding process.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Reject all bids and direct staff to revise the bid document to clarify specifications.

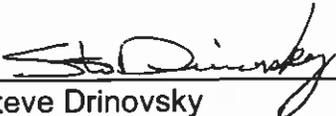
### **DISCUSSION:**

On September 21, 2010, City Staff issued a Notice Inviting Bids to provide on-call repair services to the City for typical sidewalk, curb and gutter, ADA compliant curb ramps, and other miscellaneous items related to concrete and masonry infrastructure. Concrete and masonry related structures routinely break down over time as a result of natural weathering, ground movement, overuse, vandalism, and other unforeseen circumstances. The City's goal is to repair failing concrete and asphalt infrastructure within the public right-of-way in a timely and cost effective manner. Pre-qualification and selection of an on-call contractor will provide the City with a mechanism to address various repairs and safety concerns as the need arises which will limit the City's liability to claims, clearly demonstrate due diligence, improve the quality of life, and increase public safety in a timely and responsible manner.

After receipt of submittals in response to the RFP, it became apparent that the bid document was lacking in sufficient detail regarding individual task specifications to objectively identify which contractor's proposal would best meet the City's concrete repair needs.

Essentially, this inadvertent lack of criteria in which to rate competing proposals presented staff with a less than objective method for comparing pricing for specific types and quantities of concrete work. As such, it is staff's opinion at this point in the process that rejecting all bids and revising the bid document is in the best interest of the City and would be the best course of action to ensure that bids received in the future are competitive and beneficial.

Submitted by:

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

Reviewed and approved:

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

Reviewed by:

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



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM CHIEF DEPUTY CITY CLERK

DATE: NOVEMBER 16, 2010

SUBJECT: MANDATED BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE  
2010 LOCAL AGENCY BIENNIAL NOTICE

FINANCIAL  
IMPACT: NONE

### **INTRODUCTION:**

The Political Reform Act (California Government Code § 87100. *et seq.* requires every local government agencies to review, and if necessary, amend their Conflict of Interest Code (Code) biennially. A Conflict of Interest Code designates which City officials and employees must file a Fair Political Practices Commission Statement of Economic Interests (Form 700) disclosing certain financial interests. This action amends the City's Conflict of Interest Code to add or delete certain designated positions and to make other modifications relating to disclosure categories.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Review the proposed amendments to the City's Conflict of Interest Code, provide input and/or updates; and
2. Approve Resolution No. 2010-XX, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AMENDING THE CITY'S CONFLICT OF INTEREST CODE BY AMENDING APPENDIX "A" THERETO WHICH LISTS CURRENT DESIGNATED EMPLOYEES AND OFFICIALS, AND AMENDING APPENDIX "B" THERETO RELATING TO THE DISCLOSURE CATEGORIES**

### **DISCUSSION:**

State law requires every public agency in California to review their Conflict of Interest Code every other (even numbered) year. The City last amended its Conflict of Interest Code in 2008.

Pursuant to Council's direction on June 15, 2010, City staff has reviewed the 2008 Code. On September 21, 2010, the City Council received and filed a report from staff which determined that the following amendments to the Code were necessary: (a) inclusion of new positions as Code filers, (b) the revision of titles of existing positions, (c) the deletion of positions that have been abolished, and (d) the inclusion of any new statutory requirements.

1k

November 16, 2010

Staff has prepared a proposed amendment to reflect new or deleted positions. Positions that proposed to be included in the Code are indicated in ***bold italics***. These are positions which have been approved in the City's current position allocation plan. Positions that are proposed to be eliminated from the Code are indicated by ~~strikethrough~~. The positions that are proposed for elimination are positions which are no longer part of the City's current position allocation plan and are not anticipated to be returned to the plan within the foreseeable future.

The revised Code must be approved no later than December 31, 2010.

Submitted by:



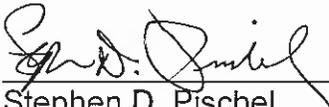
Vida Barone  
Interim Chief Deputy City Clerk

Reviewed and approved:



Troy L. Butzlaff, CMA - CM  
City Administrator

Reviewed by:



Stephen D. Pischel  
Director of Administrative Services and  
Community Services

RESOLUTION NO. R-2010-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF PLACENTIA AMENDING THE CITY'S CONFLICT OF  
INTEREST CODE.

A. Recitals.

(i) The Political Reform Act, California Government Code § 81000, *et seq.*, requires every city to adopt and promulgate a Conflict of Interest Code.

(ii) The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, § 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted and incorporated by reference.

(iii) The standard Conflict of Interest Code contained in § 18730 continues to be amended to conform to amendments in the Political Reform Act after public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, California Government Code § 11370, *et seq.*

(iv) The City Council of the City of Placentia has previously adopted the provisions of Title 2 of the California Code of Regulations, § 18730 and amendments duly adopted by the Fair Political Practices Commission.

(v) Changed circumstances, including the necessity to clarify disclosure categories and the establishment and deletion of certain departmental positions, as well as changes in job titles and responsibilities, necessitate further modifications regarding designated positions and disclosure categories.

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

B. Resolution.

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

1. Appendix "A" and Appendix "B" of the City of Placentia Conflict of Interest Code hereby are amended to read, in words and figures as set forth in new Appendix "A" and

Appendix "B," attached hereto and by this reference incorporated herein, effective as of the date of adoption of this Resolution.

2. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
JOSEPH 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 16<sup>th</sup> day of November, 2010, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDREW V. ARCZYNSKI, CITY ATTORNEY

RESOLUTION NO. R-2010-

APPENDIX "A"

CONFLICT OF INTEREST CODE

<u>DESIGNATED EMPLOYEES</u>	<u>DISCLOSURE CATEGORIES</u>
<u>Administrative Department</u>	
*City Administrator	Per Gov't Code §87200
*City Attorney	Per Gov't Code §87200
<i>City Clerk</i>	1
Assistant City Attorney	1
Director of Administrative Services	1
Assistant City Administrator	1
Management Analyst	2, 6
Chief Deputy City Clerk	2
<i>Senior Management analyst</i>	2, 5, 6
<i>Deputy City Clerk</i>	3
<i>Records Specialist</i>	3
<i>Director of Administrative Services/ Community Services</i>	1
<i>Neighborhood Services Manager</i>	3
 <u>Public Works</u>	
<del>Public Works Manager</del>	1
City Engineer	1
Management Analyst	3, 5
Senior Management Analyst	3, 5
Associate Civil Engineer	3, 5
Public Works Inspector	4
Public Works Supervisor	3
<del>Equipment Maintenance Supervisor</del>	3
<i>Public Works Director</i>	1
<i>Maintenance Superintendent</i>	1
 <u>Development Services Department</u>	
<del>Director of Development Services</del>	1
Planning Services Manager	2, 5
Associate Planner	3, 5
Planner I	3, 5
Planner II	3, 5
Economic Development Manager	2, 5
Chief Building Official	3, 4, 5
Building Inspector	4

**Finance Department**

*City Treasurer	Per Gov't Code §87200
*Director of Finance	Per Gov't Code §87200
Assistant Director of Finance / Controller	1
Senior Accountant	2,6
Accountant	3
Accounting Technician	3
Management Analyst	2,5,6
<del>Purchasing &amp; Reprographics Technician</del>	<del>2</del>
<b>Finance Services Manager</b>	<b>1</b>

**Police Department**

Police Chief	1
Police Captain	1
Police Lieutenant	1
Police Sergeant	3,4,5

**Community Services Department**

Director of Community Services	1
<del>Human Services Manager</del>	<del>3</del>
Recreation Services Manager	3
<b>Community Services Coordinator</b>	<b>3</b>

**City Council/Commission Members**

*City Councilmember	Per Gov't Code §87200
*Planning Commissioner	Per Gov't Code §87200
*Audit Oversight Committee	Per Gov't Code §87200
Recreation & Parks Commissioner (Excluding any "Teenage" Commissioner)	1
Cultural Arts Commissioner	1
Traffic Safety Commissioner (Excluding any "Teenage" Commissioner)	1

\*These designated persons report as provided by Gov't Code Sections 87200 et seq.

**Consultants**

The City Administrator shall determine whether or not a consultant will act in a decision making capacity. If he or she determines that the consultant is not to act in a decision making capacity, then a written record shall be made of that determination and the consultant is not required to file a "Statement of Economic Interests". If the City Administrator determines that the consultant shall or is expected to act in a

decision making capacity, then he or she shall also determine which disclosure categories shall apply to that consultant and a written record shall be made of that determination which shall be kept with the Conflict of Interest Code by the City Clerk.

APPENDIX "B"

DISCLOSURE CATEGORIES

**Disclosure Category 1: Broad responsibilities. Full Disclosure**

Persons in this category shall disclose all applicable investments, business positions, and sources of income, including gifts, loans and travel payments. Persons in this category shall further disclose applicable interests in real property located in the City, including property located within a two mile radius of the City or of any property owned or used by the City.\*

**Disclosure Category 2: City-wide Purchasing Responsibilities**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which provide services, supplies, materials, machinery, or equipment of the type utilized by the City\*

**Disclosure Category 3: Department/Division Purchasing Responsibilities**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which provide services, supplies, materials, machinery, or equipment of the type utilized by the designated employee's department or division.\*

**Disclosure Category 4: Regulatory Power**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from any source which is subject to the regulatory, permit, or licensing authority of the designated employee's department or division.\*

**Disclosure Category 5: Decision-Making Authority Affecting Real Property**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which engage in land development, construction, or the acquisition or sale of real property. Persons in this category shall further disclose all interests in real property located in the City, and within a two mile radius of the City or of any property owned or used by the City.\*

**Disclosure Category 6: Decision-Making Authority Affecting Claims and/or Insurance**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from:

A) Persons or entities which provide services, supplies, materials, machinery or equipment of the type utilized by the City. Business positions in business entities that manufacture, sell, supply, or promote personnel training materials or that offer personnel consulting services, and that do business, or expect to do business, within the City.

B) Entities which are engaged in the business of insurance including, but not limited to, insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries.

C) Financial institutions including, but not limited to, banks, savings and loan associations and credit unions.

D) Entities or persons who have filed a claim, or have a claim pending, against the City which is reviewed by the designated employee's department or division.

E) Income received from investments in, and business positions in business entities that offer, sell, or service group medical insurance, group life insurance, group dental insurance, pension plans, or that make investments or any way manage funds relating thereto, and that do business, or expect to do business, within the City.\*

**Disclosure Category 7: Investment Responsibilities**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from financial institutions doing business with or eligible to do business with the City.\*

**\*Definitions**

"Applicable investments" relates to investments held by the designated employee, spouse and dependent children with an aggregate value of \$2,000 or more located or doing business in the jurisdiction. It includes investments held by a business entity or trust in which the designated employee, spouse and dependent children have an aggregate interest of 10% or greater.

**"Applicable business positions"** relates to positions in which the designated employee was a director, officer, partner, trustee, employee or held any position of management during the period covered by the report, even if the designated employee received no income from the business entity during the period.

**"Applicable income"** includes the designated employee's gross income (including loans) and the employee's community property interest in his or her spouse's gross income aggregating \$500 or more received from any source located in or doing business in the jurisdiction. Please note that loans are reported on a separate schedule.

**"Applicable gift"** includes anything of value for which the designated employee has not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts aggregating \$50 or more received during the reporting period from a single source must be reported. Unless otherwise expressly limited in the Disclosure Categories, gifts are reportable without regard to where the donor is located.

**"Applicable interest in real property"** includes those located in the jurisdiction in which the employee, spouse, or dependent children had a direct, indirect, or beneficial interest aggregating \$2,000 or more any time during the reporting period. The employee is not required to report a residence used exclusively as a personal residence.

**"Jurisdiction"** means the City of Placentia. Real property is deemed to be "within the jurisdiction" if the property or any part of it is located in or within two miles of the boundaries of the City or any property owned or used by the City, unless a smaller area is specified in the Disclosure Category.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: NOVEMBER 16, 2010

SUBJECT: BUDGET AMENDMENTS REQUIRED FOR FISCAL YEAR 2009/2010 YEAR END CLOSE

**FINANCIAL**

IMPACT: REFER TO RESOLUTION R-2010-\_\_\_\_\_ FOR IMPACT TO SELECTED FUNDS

### **INTRODUCTION:**

At the end of each Fiscal Year staff must perform routine and necessary transfers within various funds to account for City operations and expenses. These budget transfers are required to be approved by City Council. To bring more transparency to the City's accounting practices, the City's Financial Audit Oversight Committee has suggested that these transfers be separately documented and approved by the City Council. This action will adopt a Resolution approving routine and necessary budget transfers as part of the close out of the 2009/2010 budget.

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution R-2010- \_\_\_\_\_amending the 2009/2010 Fiscal Year approved annual budget for the City of Placentia.

### **DISCUSSION:**

Part of closing out the prior Fiscal Year is to insure that City Council has approved all actual expenditures. This includes accounts that have gone over budget and expenditures that have been approved by City Council without a corresponding budget transfer. The majority of the additional appropriations requested are due to the Miscellaneous Grants Fund reimbursing the City's Capital Projects Fund for approved CIP expenditures. The Miscellaneous Grants Fund accounts for most of the revenues received from Local, State and Federal Grants. The remaining additional appropriations are for Internal Service Fund (ISF) and other Special Revenue operating activities. There is no additional appropriations necessary for the General Fund.

As we proceed with the Fiscal Year 2009-10 audit, there could be adjustments requiring additional appropriations. If such is the case, staff will prepare a Staff Report requesting City Council approval for additional appropriations.

For reference, Exhibit "A" outlines the effected funds and account numbers.

Submitted by:

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

Reviewed and approved:

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

Attachments:      Budget Resolution R-2010- \_\_\_\_\_

RESOLUTION NO. R-2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2009/10 IN THE AGGREGATE AMOUNT OF \$3,612,500.00 IN COMPLIANCE WITH CITY CHARTER REQUIRING SUFFICIENT APPROPRIATIONS FOR ACTUAL EXPENDITURES.

Whereas, appropriations are the legal authority for governments to spend, and they are estimated in advance of actual expenditures, and from time to time they must be adjusted when the expenditures are subsequently known.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES RESOLVE THAT THE FISCAL YEAR 2009/10 BUDGET, RESOLUTION R-2009-72, BE AMENDED TO INCLUDE THE FOLLOWING AMENDMENTS AND INCLUDE THEM AS THOUGH THEY WERE ADOPTED IN THE INITIAL BUDGET.

Fund	Description	Department	GL	Acct. #	Increase (Decrease)
SEE EXHIBIT "A"					\$0

PASSED AND ADOPTED this 16th day of November, 2010.

\_\_\_\_\_  
JOSEPH 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 16th day of November, 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

RESOLUTION NO. R-2010-

PAGE 2 OF 2

S:\City Council Resolutions\2010\Year End Operating Budget Xfers FY 09-10 (2).doc

EXHIBIT "A"

CITY OF PLACENTIA  
BUDGET AMENDMENT  
AS OF 10-31-10

ACCOUNT	AMOUNT	BRIEF EXPLANATION
160000 - 6950	\$ 157,590	Transfer Funds for Operating Expenditures
170000 - 6950	\$ 26,210	Transfer Funds for Operating Expenditures
190000 - 6950	\$ 94,240	Transfer Funds for Operating Expenditures
500000 - 6950	\$ 1,764,210	Transfer Funds for Operating Expenditures
503901 - 6950	\$ 521,620	Transfer Funds for Operating Expenditures
395083 - 5130	\$ 91,330	Transfer Funds for Operating Expenditures
395083 - 5161	\$ 90,100	Transfer Funds for Operating Expenditures
400000 - 5165	\$ 281,660	Transfer Funds for Operating Expenditures
400000 - 6210	\$ 90,670	Transfer Funds for Operating Expenditures
404580 - 5165	\$ 28,420	Transfer Funds for Operating Expenditures
404581 - 5155	\$ 62,730	Transfer Funds for Operating Expenditures
410000 - 6895	\$ 224,760	Transfer Funds for Operating Expenditures
417058 - 6842	\$ 37,340	Transfer Funds for Operating Expenditures
422023 - 6895	\$ 16,730	Transfer Funds for Operating Expenditures
433658 - 6140	\$ 124,890	Transfer Funds for Operating Expenditures
	<u>\$ 3,612,500</u>	

**EXHIBIT "A"**

**CITY OF PLACENTIA  
BUDGET AMENDMENT  
AS OF 10-31-10**

<b>FUND</b>	<b>ACCOUNT</b>	<b>AMOUNT</b>	<b>BRIEF EXPLANATION</b>
UUT	160000 - 6950	\$ 157,590	Transfer Funds for Operating Expenditures
	0016 - 3001	\$ (157,590)	Transfer Funds for Operating Expenditures
GAS TAX	170000 - 6950	\$ 26,210	Transfer Funds for Operating Expenditures
	0017 - 3001	\$ (26,210)	Transfer Funds for Operating Expenditures
AQMD	190000 - 6950	\$ 94,240	Transfer Funds for Operating Expenditures
	0019 - 3001	\$ (94,240)	Transfer Funds for Operating Expenditures
MISC GRANTS	500000 - 6950	\$ 1,764,210	Transfer Funds for Operating Expenditures
	503901 - 6950	\$ 521,620	Transfer Funds for Operating Expenditures
	0050 - 3001	\$ (2,285,830)	Transfer Funds for Operating Expenditures
HEALTH & WELFARE	395083 - 5130	\$ 91,330	Transfer Funds for Operating Expenditures
	395083 - 5161	\$ 90,100	Transfer Funds for Operating Expenditures
	0039 - 3001	\$ (181,430)	Transfer Funds for Operating Expenditures
RISK MNGT	400000 - 5165	\$ 281,660	Transfer Funds for Operating Expenditures
	400000 - 6210	\$ 90,670	Transfer Funds for Operating Expenditures
	404580 - 5165	\$ 28,420	Transfer Funds for Operating Expenditures
	404581 - 5155	\$ 62,730	Transfer Funds for Operating Expenditures
	0040 - 3001	\$ (463,480)	Transfer Funds for Operating Expenditures
EQUIP REPLC	410000 - 6895	\$ 224,760	Transfer Funds for Operating Expenditures
	417058 - 6842	\$ 37,340	Transfer Funds for Operating Expenditures
	0041 - 3001	\$ (262,100)	Transfer Funds for Operating Expenditures
INFO TECH	422023 - 6895	\$ 16,730	Transfer Funds for Operating Expenditures
	0042 - 3001	\$ (16,730)	Transfer Funds for Operating Expenditures
INTERNAL SVC	433658 - 6140	\$ 124,890	Transfer Funds for Operating Expenditures
	0043 - 3001	\$ (124,890)	Transfer Funds for Operating Expenditures
		<u>\$ -</u>	



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: NOVEMBER 16, 2010

SUBJECT: APPROVAL OF RESOLUTION IN SUPPORT OF SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT'S BUSINESS FRIENDLY PRINCIPLES

FINANCIAL  
IMPACT: NONE

### **INTRODUCTION:**

The Southern California Association of Government's (SCAG) Regional Council is encouraging member organizations to adopt a resolution in support of "Business Friendly Principles." These resolutions will be presented to the participants of the December 2, 2010 Southern California Road to Economic Recovery Summit to demonstrate Southern California's cities and counties commitment to economic recovery. This action adopts a resolution supporting the SCAG's "Business Friendly Principles".

### **RECOMMENDATION:**

It is recommended that the City Council approve Resolution R-2010-XX in support of the Southern California Association of Government's "Business Friendly Principles".

### **DISCUSSION:**

On December 2, 2010, the Southern California Association of Governments (SCAG) will host the Southern California Road to Economic Recovery Summit where the Governor-elect, state legislative leaders, the SCAG Regional Council, cities, counties and business leaders will discuss preliminary findings of the Southern California Regional Economic Growth Strategy that was designed to address the severe economic challenges facing the cities, counties and residents of Southern California. The participants will discuss ways to work together over the next year to remove state-related economic impediments to economic growth, as well as strengthen the upcoming Regional Transportation Plan.

By adopting Resolution R-2010-XX, the City Council is supporting the following "Business Friendly Principles" as part of SCAG's development of a Southern California Economic Growth Strategy:

Principle 1. Economic Development as a Priority: The City of Placentia strives to demonstrate commitment to economic development as a priority.

Principle 2. Business Partnership: The City of Placentia strives to provide quality municipal services to attract and retain businesses and employees.

**1m**

November 16, 2010

Principle 3. Business Responsive Processes: The City of Placentia strives to communicate effectively with businesses including processes to increase its responsiveness to businesses that are seeking or doing business within its jurisdiction.

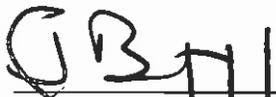
Principle 4. Attractiveness to Business Investment: The City of Placentia strives to streamline operations for efficient and responsive business assistance in areas of licensing, permitting, inspections and other municipal services and will seek to improve its attractiveness to new and existing businesses within Placentia.

In preparation for the summit, SCAG has proposed that all SCAG member cities pass local resolutions supporting the "Business Friendly Principles" included in the attached resolution. Having a compendium of 189 city and county resolutions of support for the December 2<sup>nd</sup> Summit is intended to demonstrate to state leaders that municipalities and SCAG's Regional Council are serious about working together in the next legislative session to find ways to cooperatively increase economic growth. Staff is recommending that the City Council adopt the Resolution in support of SCAG's "Business Friendly Principles".

Prepared by:

  
\_\_\_\_\_  
Eddie De La Torre  
Management Analyst

Reviewed and Approved:

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

Reviewed and Approved:

  
\_\_\_\_\_  
Stephen D. Pischel  
Director of Administrative Services  
and Community Services

Attachment:  
Resolution

ed

RESOLUTION NO. R-2010-

A RESOLUTION OF THE CITY OF COUNCIL OF  
THE CITY OF PLACENTIA, CALIFORNIA, IN  
SUPPORT OF BUSINESS FRIENDLY PRINCIPLES  
AS PART OF SCAG'S DEVELOPMENT OF A  
SOUTHERN CALIFORNIA ECONOMIC GROWTH  
STRATEGY

**A. Recitals**

(i). The City of Placentia supports working with SCAG and other key economic stakeholders to improve the Southern California economy; and

(ii). The City of Placentia is a business friendly municipality and has numerous practices in place to encourage economic growth within its community.

**B. Resolution**

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

1. That the City of Placentia supports the following "Business Friendly Principles" as part of SCAG's development of a Southern California Economic Growth Strategy:

**Principle 1. Economic Development as a Priority.**

The City of Placentia strives to demonstrate commitment to economic development as a priority.

**Principle 2. Business Partnership.**

The City of Placentia strives to provide quality municipal services to attract and retain businesses and employees.

**Principle 3. Business Responsive Processes.**

The City of Placentia strives to communicate effectively with businesses including processes to increase its responsiveness to businesses that are seeking or doing business within its jurisdiction (commitments include responding to business inquires within an established time period and offering an expedited permitting process for new businesses).

**Principle 4. Attractiveness to Business Investment.**

The City of Placentia strives to streamline operations for efficient and responsive business assistance in areas of licensing, permitting, inspections and other municipal services and will seek to improve its attractiveness to new and existing businesses within its jurisdiction (commitments include striving to maintain competitive taxes and fees and establishing good communications with business base via newsletter or website).

2. That the City of Placentia authorizes its staff to submit a copy of this resolution to SCAG in time for SCAG's Regional Economic Summit currently scheduled for December 2, 2010.

APPROVED AND ADOPTED this 16<sup>th</sup> day of November, 2010.

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JOSEPH V. AGUIRRE, MAYOR

ATTEST:

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PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16<sup>th</sup> day of November, 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: NEIGHBORHOOD SERVICES MANAGER

DATE: NOVEMBER 16, 2010

SUBJECT: PUBLIC HEARING AND APPROVAL OF PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC FACILITY IMPROVEMENT PROJECTS

FINANCIAL  
IMPACT: NOT APPLICABLE

### INTRODUCTION:

The Federal Housing and Community Development Act of 1974, provides Community Development Block Grant (CDBG) funds for projects that promote the development of viable urban communities by providing suitable living environments for persons of low and moderate income. Through the Urban Counties Program, the City of Placentia may apply to receive CDBG funds through the County of Orange to improve public facilities that will serve low and moderate income residents and also create suitable living environments. A prerequisite to apply for and receive the CDBG funds is holding a public hearing to consider public input on proposed projects and approval by City Council. This item authorizes the City Administrator to submit an application to the County of Orange to receive CDBG funds for the project described herein.

### RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a Public Hearing and consider public input accordingly; and
2. Authorize the City Administrator to submit an application to the County of Orange to receive Community Development Block Grant Funds for the following project:

Project Description	Estimated CDBG Funds	Estimated Leveraged Funds	Total Estimated Project Cost
Park Lighting, Sidewalk Accessibility, and Facility Improvements	\$275,000	\$75,000	\$350,000

### DISCUSSION:

The City entered into a Cooperation Agreement with the County of Orange to participate in the Urban Counties Program. The Urban Counties Program allows small cities to work cooperatively with their respective county to select projects and annually file grant applications to the U.S. Department of Housing and Urban Development (HUD) to receive CDBG funds. The County of Orange selects Public

**2a**

November 16, 2010

Facility Improvement projects by annually releasing a Request for Proposals (RFP) to all participating small cities.

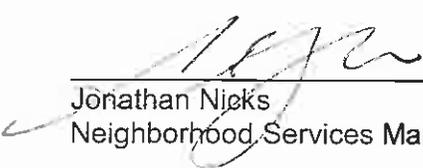
The County of Orange recently released the RFP to evaluate CDBG funding for potential Public Facility Improvement projects during Fiscal Year 2011–2012. Eligible projects must adhere to performance objectives set by HUD such as creating a suitable living environment that benefits communities, families or individuals that are from designated low to moderate income areas of the City. Projects must also achieve specified performance outcomes such as improving accessibility through removal of physical barriers or promoting livable and viable neighborhoods by providing a benefit to low to moderate income residents. The proposed project is focused within low income areas of Placentia by improving accessibility and creating more livable neighborhoods through improvements at McFadden Park, Park De Los Ninos, Jaycee Parquette, Kraemer Park, and Santa Fe Park.

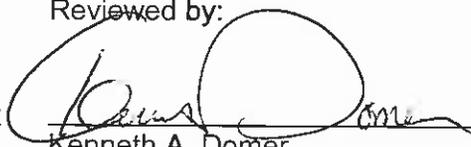
The proposed project application would provide CDBG funding for upgrades at these park sites including sidewalks, lighting, benches, tables, drinking fountains, new playground equipment at Santa Fe Park, and new pedestrian bridges over the flood control channels at McFadden Park and Park De Los Ninos. A similar park improvement project application was submitted for funding last year and scored well, however the project was not funded because two other Placentia projects scored higher and received a total of \$375,000 in funds.

Submittal of the proposed CDBG project application will have no financial impact. Implementation of specific projects, if CDBG funds are awarded by the County, will have a positive financial impact, but will also require leveraging of \$75,000 that can be evaluated by Council when presented for consideration. The suggested amount for leveraged funds will come from sources such as the Park Development Fund and not the City's General Fund.

Submitted by:

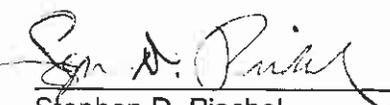
Reviewed by:

  
Jonathan Njeks  
Neighborhood Services Manager

  
Kenneth A. Domer  
Assistant City Administrator

Reviewed by:

Reviewed and approved:

  
Stephen D. Pischel  
Director of Administrative Services and  
Community Services

  
Troy L. Butzlaff ICMA-CM  
City Administrator



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: NOVEMBER 16, 2010

SUBJECT: AWARD OF CONTRACTS TO YAKAR FOR CONSTRUCTION OF THE MADISON AVENUE AND BRADFORD AVENUE STREET IMPROVEMENT PROJECT AND WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT SERVICES

**FINANCIAL**

IMPACT: EXPENSE: \$857,063.87 FOR CONSTRUCTION; BUDGETED IN FY 2010-2011 BUDGET, ACCOUNT # 333552-6185 J/L 61004

REVENUE: 46% PROPOSITION 1B, 37% STATE SAFE ROUTES TO SCHOOLS, 17% MEASURE M FUNDS

### **INTRODUCTION:**

The proposed project is located at and near the intersection of Bradford Avenue and Madison Avenue. The project includes street widening, pavement reconstruction, traffic signal installation, new sidewalk, and ADA compliant curb ramps. This action will award contracts for construction and construction management services.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve plans and specifications prepared by Jones, Cahl & Associates dated September 30, 2010 for Madison Avenue and Bradford Avenue Street Improvement Project.
2. Award the construction contract to the lowest responsive and responsible bidder, Yakar, for an amount not to exceed \$657,553.23.
3. Reject all other bids.
4. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an aggregate amount not to exceed 20-percent of the project construction cost.
5. Approve construction management services contract with Willdan Engineering for an amount not to exceed \$68,000.
6. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney.

**4a**

November 16, 2010

**CITY OF PLACENTIA  
BID TABULATION SHEET**

**BIDS FOR: BRADFORD AVE. & MADISON AVE. IMPROVEMENT PROJECT**

**DATE BIDS RECEIVED: November 2, 2010 at 2:30 p.m.**

	1	2	3	4	5
<b>NAME OF BIDDER</b>	<b>BID ITEMS 1 THRU 9</b>	<b>BID ALTERNATE #1</b>	<b>BID ALTERNATE #2</b>	<b>BID ADDENDUMS INCLUDED?</b>	<b>BIDDER'S BOND INCLUDED?</b>
1 Gass Construction Company	764,041.89				
2 All American Asphalt	745,000.00				
3 R.J. Noble	752,082.95				
4 EBS, Inc.	799,248.63				
5 Hillcrest Contracting	689,253.31				
6 PALP, Inc. DBA Excel Paving Company	768,714.20				
7 Yakar	657,548.16				
8 Sequel Contractor's, Inc.	808,729.00				
9 Terra Pave	743,018.50				
10					
11					
12					

**DISCUSSION:**

The purpose of the proposed improvements is to enhance pedestrian safety for the school commuter routes and to improve traffic circulation in the area. The improvements consist of widening the streets, construction of sidewalks, handicap accessible ramps, curb and gutter, drainage improvements and installation of a traffic signal at the intersection of Bradford Avenue and Madison Avenue.

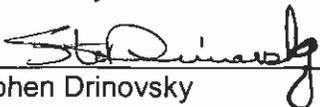
The Madison and Bradford Avenue Improvement Project has been approved for funding under the State Safe Routes to School Program (SR2S). The approved funding consists of \$445,500 in SR2S Funds. In addition, the City will use \$197,076 in Measure M Growth Management Funds and \$551,000 in Proposition 1B Funding. This project was advertised on October 14th and 21st. Bids for construction were received on November 2, 2010. The bid summary is as follows:

CONTRACTOR	BID
Yakar	\$657,553.23
Hillcrest Contracting	\$689,253.31
Terra Pave	\$743,018.50
All American Asphalt	\$745,000.00
R.J. Noble	\$752,082.95
Gass Construction Company	\$764,041.89
PALP, Inc. DBA Excel Paving Company	\$768,714.20
EBS, Inc.	\$799,248.63
Sequel Contractors, Inc.	\$808,729.00

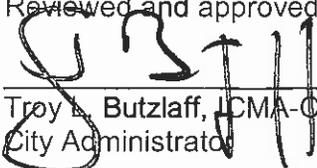
Three firms were solicited to provide contract administration, construction observation, labor compliance, material testing, and quality assurance functions in order to ensure adequate project management oversight and compliance with all grant funding requirements:

CONTRACTOR	BID
TCM Group	No Submittal
TransTech Engineers, INC.	\$80,050
Willdan Engineering	\$68,000

Prepared by:

  
 \_\_\_\_\_  
 Stephen Drinovsky  
 Director of Public Works

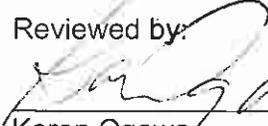
Reviewed and approved:

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

Reviewed by:

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

Reviewed by:

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

# SECTION C

## PROPOSAL

for the

### **BRADFORD/MADISON AVENUE STREET IMPROVEMENT PROJECT**

From

**CITY PROJECT NO. 61004**

in the

**CITY OF PLACENTIA**

**TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF  
PLACENTIA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of PLACENTIA. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 60 working days, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will readvertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find BID BOND in the amount of \$10% of Bid which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
N/A		
Q		

**BRADFORD AVE. AND MADISON AVE. STREET IMPROVEMENT PROJECT**

**BID ITEMS**

ITEM NO.	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	QUANTITY	UNIT PRICE	TOTAL
1.	Protect in place existing drive approaches, manholes, power poles, utility valves, water meters, survey monuments and other utilities as shown. Total Price for the Lump Sum Price of: <u>five thousand</u>	LUMP SUM	5,000	5,000
2	Demo existing concrete driveways, curbs, sidewalk and pavers for the Unit Price per Square Foot of <u>six dollars</u>	4,288 SF	6.00	25,728
3	Demo existing fences, walls, irrigation lines and heads (cap end at work limit), for the Lump Sum Price of <u>thirteen thousand three hundred seventy-five dollars</u>	LUMP SUM	13,375	13,375
4	Roadway and Retaining Wall Excavation for the Unit Price per Cubic Yard of <u>twenty-five dollars</u>	766 CY	25	19,150
5	Roadway Fill for the Unit Price per Cubic Yard of <u>twenty-two dollars</u>	142 CY	22	3,124
6	Sawcut existing pavement and concrete surfaces, for the Unit Price per Linear Foot of <u>one dollar</u>	1,807 LF	1	1,807
7	Remove existing A.C. pavement and base for new 5" full depth pavement, for the Unit Price per Square Foot of <u>fifty three cents</u>	23,037 SF	0.529	12,186.57
8	Cold plain existing A.C. pavement for 2" A.C. overlay, for the Unit Price per Square Foot of <u>thirty cents</u>	25,653 SF	0.295	7,567.64
9	Construct 8" A.C. curb (Type D1-8) per O.C.R.D.M.D. Standard Plan 120-1, for the Unit Price per Linear Foot of <u>twelve dollars and fifteen cents</u>	126 LF	12.15	1,530.90
10	Construct sidewalk barricade, for the Unit Price each of <u>one hundred seventy-five dollars</u>	1 EA	175	175

ITEM NO.	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	QUANTITY	UNIT PRICE	TOTAL
11	Construct 8" curb and gutter (Type A2-8) per O.C.R.D.M.D. Standard Plan 120-1, for the Unit Price per Linear Foot of <u>seventeen dollars w/seventy-nine cents.</u>	316 LF	17.79	5621.64
12	Construct 6" curb and gutter (Type A2-6) per O.C.R.D.M.D. Standard Plan 120-1, for the Unit Price per Linear Foot of <u>seventeen dollars w/fifty-nine cents</u>	446 LF	17.49	7800.54
13	Construct concrete rolled curb per O.C.R.D.M.D. Standard Plan 1201, for the Unit Price per Linear Foot of <u>twenty-one dollars w/ nine cents</u>	234 LF	21.09	4935.06
14	Construct curb transition per O.C.R.D.M.D. Standard Plan 1201, for the Unit Price per Linear Foot of <u>twenty-five dollars</u>	40 LF	25	1000
15	Construct 5" A.C. Full Depth per standard specifications for public works construction (Green Book) and O.C.R.D.M.D. standard plan number 1805 over compacted subgrade, for the Unit Price per Square Foot of <u>two dollars w/ thirty-six cents</u>	28,917 SF	2.96	85,594.32
16	Construct 2" A.C. Full Depth per standard specifications for public works construction (Green Book) and O.C.R.D.M.D. standard plan number 1805 over compacted subgrade, for the Unit Price per Square Foot of <u>one dollar w/ twenty six cents</u>	25,630 SF	1.26	72,293.80
16A	Construct 2" A.C. OVER 4" A.B. per standard specifications for public works construction (Green Book) and O.C.R.D.M.D. standard plan number 1805, for the Unit Price per Square Foot of <u>one dollar sixty-five cents.</u>	2,400 SF	1.65	3960
17	Construct 4" P.C.C. sidewalk over compacted subgrade per O.C.R.D.M.D. standard plan number 1205, and Incidentals, for the Unit Price per Square Foot of <u>three dollars w/ sixty three cents</u>	4,609 SF	3.63	16,730.67
18	Construct driveway approach per O.C.R.D.M.D. standard plan number 1209, for the Unit Price per Square Foot of <u>five dollars w/ twenty-four cents</u>	1,193 SF	5.24	6,251.32

ITEM NO.	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	QUANTITY	UNIT PRICE	TOTAL
19	Construct handicap ramp per CalTrans standard plan A88A with black detectable surface, for the Unit Price per Square Foot of <u>six dollars and thirty seven cents</u>	469 SF	6.37	2987.53
20	Construct new fence in kind, for the Unit Price per Linear Foot of <u>fifty-three dollars</u>	126 LF	53	6,678
21	Construct 4' retaining wall as shown in detail on the contract drawings, for Unit Price per Linear Foot of <u>eighty-nine dollars and seventy-five cents</u>	384 LF	89.75	34,464
22	Construct 4" AC sidewalk, for the Unit Price per Square Foot of <u>four dollars and thirty-five cents</u>	982 SF	4.35	4271.70
23	Install 3' CMU wall with 3' Wrought Iron on top with 16"x16" CMU pilasters, for the Unit Price per Linear Foot of <u>one hundred sixty-four dollars</u>	252 LF	164	41,328
23A	28' wrought iron motorized sliding gate, for the Unit Price each of <u>five thousand seven hundred thirty dollars</u>	1 EA	5790	5790
24	Construct 6" thick P.C.C. driveway, for the Unit Price per Square Foot of <u>five dollars and thirteen cents</u>	2,818 SF	5.19	14,625.42
25	Relocate Existing Street Sign, for the Unit Price Each of <u>one hundred forty-five dollars</u>	18 EA	145	2,610
26	Construct concrete steps with 6 1/8" risers, 12" treads, and handrails as shown in detail on the contract drawings, for the Unit Price per Cubic Yard of <u>one thousand four hundred sixty-seven dollars</u>	4 CY	1267	5068
27	Construct modified driveway approach as shown in detail on the contract drawings, for the Unit Price per Square Foot of <u>five dollars and twenty-one cents</u>	472 SF	5.21	2459.12
28	Remove existing trees, shrubs and hedges, for the Unit Price Each of <u>five hundred seventy-five dollars</u>	17 EA	575	9775
29	Remove and replace existing 4" P.V.C. (SCH40) lot drain for 1023/1043 Bradford Ave. for the Lump Sum Price of <u>two hundred</u>	LUMP SUM	200	200
30	Provide Signalization and street lighting complete including all Labor, Material, Equipment, and Incidentals, for the Lump Sum Price of <u>one hundred forty two thousand six hundred</u>	LUMP SUM	142620	142620

and twenty dollars

ITEM NO.	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	QUANTITY	UNIT PRICE	TOTAL
31	Traffic Striping complete including all labor, material, equipment and incidentals for the Lump Sum Price of <u>thirteen thousand one hundred fifty dollars</u>	LUMP SUM	13150	13150
32	Dust Control (Best Management Practices), for the Lump Sum Price of <u>three thousand five hundred</u>	LUMP SUM	3500	3500
33	Traffic Control Measures. Including Traffic Control Plan for paving, signalization and final striping and traffic control with devices as shown on all plans for the Lump Sum Price of <u>fifteen thousand five hundred</u>	LUMP SUM	14500	14500
34	Mobilization for the Lump Sum Price of <u>thirty three thousand two hundred fifty</u>	LUMP SUM	33250	33250
35	Remove existing siding, studs, and window from south side of garage and install existing garage door and appurtenances from east side. Reframe and reinstall window on east side of garage per detail on plans complete including all Labor, Material, Equipment, and Incidentals, for the Lump Sum Price of <u>four thousand six hundred fifty</u>	LUMP SUM	4650	4650
36	Construction Staking Monument preservation, for Lump Sum Price of <u>twelve thousand five hundred</u>	LUMP SUM	12500	12500
37	Plant new hedge of same variety as existing, for Lump Sum Price of <u>one thousand</u>	LUMP SUM	1000	1000
Utility Construction Notes:				
A	Remove existing water meter per Golden State Water standard drawing no. 1.03, for the Unit Price Each of <u>two hundred fifty</u>	10 EA	250	2500
B	Relocate existing sewer clean-out, for the Unit Price Each of <u>two thousand one hundred fifty</u>	1 EA	2150	2150
C	Relocate existing gas meter per Southern California Gas Company Standards, for the Unit Price Each of <u>two thousand three hundred fifty</u>	1 EA	2375	2375
D	Relocate existing telephone and power poles per SCE, for the Unit Price Each of _____	5 EA	BY OTHER	
E	Adjust existing utility to grade, for the Unit Price Each of <u>two hundred fifteen</u> Utility Valve Utility Manhole Sewer Clean-Out Water Meter	9 EA 7 EA 1 EA 1 EA	215	3870

ITEM NO.	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	QUANTITY	UNIT PRICE	TOTAL
F	Abandon existing fire hydrant service. Relocate existing fire hydrant per Golden State Water standard drawing no. 4.01, for the Unit Price Each of <u>Seven thousand five hundred</u>	1 EA	7500	7500
G	Protect in place existing, for the Unit Price Each of <u>four hundred fifty</u> Power & Utility Poles Water Meters	3 EA 1 EA	450	1800
H	Install water meter per Golden State Water standard drawing no. 1.03, for the Unit Price Each of <u>two thousand eight hundred and ten dollars</u>	10 EA	28.10	28100
I	Install telephone and power poles per O.C.R.D.M.D. standard plan 1410, at the Unit Price Each of _____	5 EA	BY OTHER 0	0

BID SCHEDULE - TOTAL PRICES 657,548.16

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: six hundred fifty-seven thousand five hundred forty eight dollars w/ sixteen cents

The following are listed to establish either unit or lump sum prices for items that may be required under this Contract. The prices will not be used to compute the Bid Schedule Total requested above, and the City does not guarantee that any quantity will be required, but they may be used as the basis for requesting additional work through a Contract Change Order.

POTENTIAL ADDITIVE BID ITEMS

ITEM NO.	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	QUANTITY	UNIT PRICE	TOTAL
	N/A			
	N/A			
	N/A			

POTENTIAL ADDITIVE BID ITEMS - TOTAL PRICES \_\_\_\_\_

POTENTIAL ADDITIVE BID ITEMS TOTAL PRICE WRITTEN IN WORDS: \_\_\_\_\_

N/A

## LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor

Portion of Work	Name and Address of Subcontractor	State License Number	Class
7, B	Pavement Prs, Miraloma, CA	569 362	A
31, 32	CTM Burbank, CA	732561	A, C32
11, 12, 13 14, 15, 16, 17 18, 19	27, 26 Six Sons Montclair Portion Partial	880577	C-8
MA 30 Partial	GC Electrical	850504	C10
WA 15, 16, 16A Partial	Pacific Asphalt Services, Ontario	670736	A, B
21, 23 Partial	Pas Masonry, Orange	448888	C29

By submission of this proposal, the Bidder certifies:

- 1 That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- 2 That the AGENCY will be furnished copies of all subcontracts entered into and bonds furnished by subcontractor for this project.





# UTILITY AGREEMENT

## HONORABLE MAYOR AND CITY COUNCIL CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the BRADFORD/MADISON AVENUE STREET IMPROVEMENT PROJECT, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

**"Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

YAKAR  
Contractor

  
By

PRESIDENT  
Title

Date: 11-02-10

## DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

### QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the space provided.

N/A

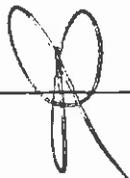
**Note:** This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

## COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

YAKAR  
Contractor

  
By

PRESIDENT  
Title

Date: 11-02-10

**UNDERGROUND SERVICE ALERT  
IDENTIFICATION NUMBER**

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at 1-800-422-4133 a minimum of two working days before scheduled excavation.

*Dig Alert Identification Number:* \_\_\_\_\_ N/A \_\_\_\_\_

Contractor YAKAD \_\_\_\_\_

By M. Kana Amer \_\_\_\_\_

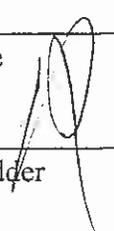
Title President. \_\_\_\_\_

Date: 11/2/10 \_\_\_\_\_

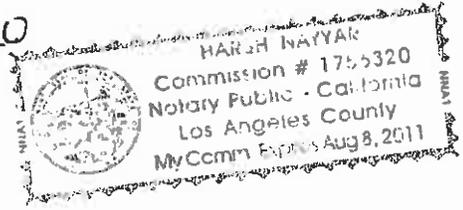
**Note:** *This form is required for every Dig Alert Identification Number issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request.*



The undersigned is prepared to satisfy the Council of the City of PLACENTIA of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Company Name YAKAAR  
Signature of Bidder   
Printed or Typed Signature MAKANA AMER

Subscribed and sworn to before me this 1 day of NOV., 2010  
BY MAKANA AMER



NOTARY PUBLIC Harsh Nayyar NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. SEE ATTACHED  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: \_\_\_\_\_

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

2. \_\_\_\_\_  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: \_\_\_\_\_

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

3. \_\_\_\_\_  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: \_\_\_\_\_

Contract Amount	Type of Work	Date Completed
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## TECHNICAL ABILITY AND EXPERIENCE

### REFERENCES:

1. Name of City or Business City of Pasadena – Playhouse District Street Lighting  
Contact Person & Phone No. Bob Gardner– (626) 744-4643  
Type of Work: Street Lighting, Concrete work and Trees  
Date Completed 04/2009 Total Contract Amount \$ 964,000.00
2. Name of City or Business City of San Dimas  
Contact Person & Phone No. John Campbell – (909)394-6240  
Type of Work: Concrete Sidewalk, Curb & Gutter, Drive ways, Block Wall and Asphalt Paving  
Date Completed 10/2008 Total Contract Amount \$ 260,000
3. Name of City or Business City of Pasadena - South Lake Ave. Streetscape  
Contact Person & Phone No. Elvin Jiang -(626) 744-6912  
Type of Work: Trees Up lights, Irrigation and Planting - Median Landscape  
Date Completed 12/2008 Total Contract Amount \$ 755,000.00
4. Name of City or Business City of Temecula  
Contact Person & Phone No. Bill McAteer (951) 694-6411  
Type of Work: Roller Hockey Rink Dasher Board  
Date Completed 08/2008 Total Contract Amount \$ 198,000
5. Name of City or Business City of Ontario  
Contact Person & Phone No. Gary Harms – (909)395-2000  
Type of Work: Dry wells Retrofit  
Date Completed 01/2009 Total Contract Amount \$ 105,000

## RESPONSIBLE BIDDER – SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

3 1/2 Years

2. What is your firm's Average Gross Revenue for the last three years?

\$ 2.5 Mill -

3. Is your firm currently the debtor in a bankruptcy case?

Yes  No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A  
Case Number Bankruptcy Court Date Filed

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes  No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A  
Case Number Bankruptcy Court Date Filed

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes  No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes  No

7. Has your firm ever defaulted on a construction contract?

Yes  No

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes  No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes  No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

*N/A*

10. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

Yes  No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

*N/A*

11. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes  No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

*N/A*

12. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes  No

13. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

14. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes  No

15. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes  No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

*W / A*

16. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes  No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

*N/A*

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

*% N/A*

18. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

Yes  No

19. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

*NO*

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes  No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

20. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years? *N/A*  
*NO*

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

Yes  No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision. *N/A*

21. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

Yes  No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed. *N/A*

22. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes  No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed. *N/A*

## DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 02 day of November 2010 at

113 E ARROW HWY, SAN DIMAS, CA 91773

  
\_\_\_\_\_  
Authorized Signature

PRESIDENT  
\_\_\_\_\_  
Position

YAKAR  
\_\_\_\_\_  
Company

# NOTICE OF AFFIRMATIVE ACTION

## "NOTICE"

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 2 day of NOVEMBER, 2010, at  
113 E ARROW HWY SANDIMAS CA 91773

  
Authorized Signature

PRESIDENT  
Position

YAKAR  
Company



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: NOVEMBER 16, 2010

SUBJECT: RESOLUTION TO INCREASE PARKING PENALTIES TO REFLECT INCREASED STATE-MANDATED SURCHARGES

FINANCIAL IMPACT: UP TO \$45,000 ANNUAL REDUCTION IN REVENUE IF NOT ADOPTED

### **INTRODUCTION:**

With the recent passage of the 2010 California Budget Act, a new surcharge has been added by the State Legislature for parking citations issued by local police departments on or after December 7, 2010. The surcharge will be collected by the County and unless a local jurisdiction increases the penalty for parking tickets, a loss of revenue to the local government will occur. This action will increase the parking penalty by the exact amount increased by the State Legislature and signed into law by the Governor in 2010, subsequent surcharges enacted by the Legislature in prior fiscal years, and recommends approval of a resolution increasing the penalty amount for parking citations issued by the Placentia Police Department.

### **RECOMMENDATION:**

It is recommended that the City Council approve Resolution R-2010-\_\_\_ setting forth the monetary penalties for parking violations, including surcharges promulgated by the State of California.

### **DISCUSSION:**

Beginning in 2002, the State of California, through the Trial Court Facilities Act of 2002, began the transition of Trial Courts from counties to the State, even though counties maintained some responsibility for funding the Trial Courts. Through the Trial Court Facilities Act (Senate Bill 1732, Chapter 1082 of 2002), the State Legislature set up a funding system using penalties for criminal offenses as well as parking violations. SB 1732 enacted a \$2.50 penalty assessment each that would be distributed to the Courthouse Construction Fund (GC § 76100 & § 76000(b)) and the Criminal Justice Facilities Construction Fund (GC § 76101 & § 76000(b)) for a total of \$5.00. Under GC § 76000(c) the legislation read, "The county treasurer shall deposit one dollar (\$1) of every two dollars and fifty cents (\$2.50) collected pursuant to subdivision (b) into the general fund of the county." As such, the \$5.00 was broken down into two payments of \$1.50 to the respective construction funds and \$2.00 to the County General Fund. The City of Placentia is passing through these fees. The action taken to increase parking violations up to an

acceptable average of other jurisdictions parking violation penalties in 2007 reflects these surcharges.

Senate Bill 1407, effective January 1, 2009, increased the State-mandated penalty on parking violations by \$4.50 to be put into two different funds per GC § 70732(b). This amount was subdivided within GC § 70732 (f)(2) which reads:

“(2) Within 45 days after the end of the month that moneys are deposited in the county treasury pursuant to subdivision (b), the county treasurer shall transmit the moneys to the Controller to be deposited as follows: one-third of the total amount shall be deposited in the State Court Facilities Construction Fund and two-thirds of the total amount shall be deposited in the Immediate and Critical Needs Account of the State Court Facilities Construction Fund, established in Section 70371.5.”

Accordingly, the amount going to the State Court Facilities Construction Fund is \$1.50 and the Immediate and Critical Needs Account of the State Court Facilities Construction Fund is \$3.00. The City Council adopted an ordinance adding the \$3.00 penalty surcharge to our parking violation schedule so that the City was not penalized with lost revenue due to the State's action. However, the additional \$1.50 surcharge was not added to the City's parking violation penalty and therefore the City has been paying this surcharge as well, approximately \$21,000 to date, without passing it on to the parking violator.

All together, these State mandated surcharges bring the current total of penalties on parking violations to \$9.50 which the City is required to deposit with the County Treasurer. Of this amount, according to City records, only \$8.00 is being properly passed onto parking violators and the City is effectively paying the County and the State the remaining funds from our General Fund.

The City's schedules of monetary penalties for parking violations is currently set forth in Chapter 13.82 of the Placentia Municipal Code (PMC). The City last comprehensively updated these schedules in 2007 to bring the monetary penalties up to par with those being charged by a survey of other cities in the County. The City set its parking penalties to be near the average of the twelve cities surveyed, to include Anaheim, Brea, Fullerton and Yorba Linda. The penalty for a typical parking violation was set at \$40.

The schedule of monetary penalties was updated again on February 17, 2009 to incorporate the additional \$3.00 fee imposed by SB 1407. Based on historical levels since Fiscal Year 2003/04, the City issues over 10,000 tickets for parking violations annually. The annual level increased in Fiscal Year 2006/07 due to enforcement of street sweeping and recently declined from a high of 15,254 parking violations issued in Fiscal Year 2007/08 to 11,138 during Fiscal Year 2009/10.

### ***New State Imposed Surcharge***

Recently, the City was informed by the League of Cities that Senate Bill 857 (SB 857) signed on October 19, 2010, provides, commencing 60 days after the enactment of the Budget Act of 2010, that for each parking offense where a parking penalty, fine, or forfeiture is imposed, an

additional penalty of \$3.00 to be included in the total penalty, fine, or forfeiture, as specified. The bill requires the County Treasurer to similarly transmit the penalty to the State Treasurer for deposit in the Trial Court Trust Fund.

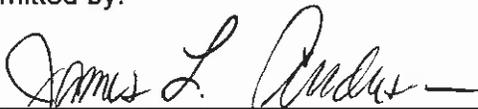
The new additional surcharge amount of \$3.00 increases the total State imposed surcharges to \$12.50 per paid parking violation. Using the aforementioned numbers for estimation purposes, not passing through the accumulated surcharges equates to approximately \$45,000 in lost revenue to be passed through for Trial Court purposes on an annual basis.

Accordingly, staff is recommending the City Council approve an increase, through resolution, to amend the monetary fine schedules set forth for all parking violations by \$4.50 to account for the accumulated surcharges imposed by the State Legislature pursuant to SB 857 (2010) and SB 1407 (2008).

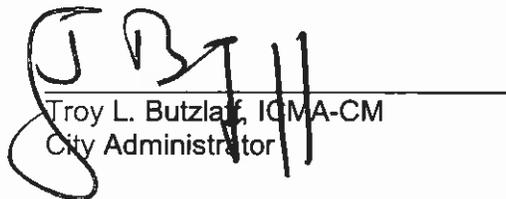
**FISCAL IMPACT:**

If not enacted, the City will continue to subsidize the County General Fund and related Trial Court funds approximately \$45,000 annually, depending on parking violations issued.

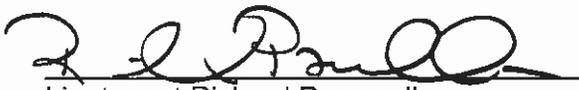
Submitted by:

  
James L. Anderson  
Chief of Police

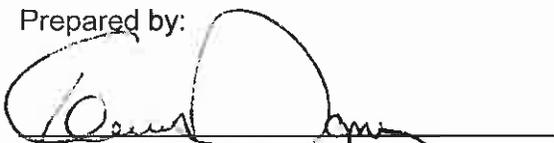
Reviewed and approved:

  
Troy L. Butzlaef, ICMA-CM  
City Administrator

Reviewed by:

  
Lieutenant Richard Pascarella  
Traffic Bureau Supervisor

Prepared by:

  
Kenneth A. Damer  
Assistant City Administrator

Attachment: Resolution R-2010-\_\_\_\_\_  
Exhibit A – Parking Fines and Penalties

RESOLUTION NO. R-2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ESTABLISHING FINES, PENALTIES AND SURCHARGES PERTAINING TO PARKING VIOLATIONS.

A. Recitals.

(i) The California Legislature has required municipalities throughout the state implement surcharges with regard to fines for parking violations. Such surcharges have been established pursuant to the Trial Court Facilities Act, Chapter 1082 of 2002, the Courthouse Construction Fund, California Government Code § § 76100 and 76000(b), the Criminal Justice Facilities Construction Fund, California Government Code § § 76101 and 76000(b) and the Budget Act of 2010, Chapter 720, Statutes of 2010.

(ii) Pursuant to the provisions of California Vehicle Code § 40203.5(a), the schedule of parking penalties for parking violations and late payment penalties shall be established by the governing body of the jurisdiction where the notice of violation is issued. To the extent possible, issuing agencies within the same county shall standardize parking penalties.

(iii) The City Council desires to ensure that surcharges imposed with regard to parking violations are paid by those persons violating City parking restrictions and are not borne by the taxpayers.

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

B. Resolution.

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

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

2. Pursuant to the provisions of the California Vehicle Code, the monetary fines, penalties and surcharges for parking violations of the Placentia Municipal Code shall be as set forth in Exhibit "A," attached hereto and by this reference incorporated as though fully set forth herein, effective 12:01 a.m., December 7, 2010.

3. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution 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 Resolution shall remain in full force and effect.

PASSED AND ADOPTED this 16<sup>th</sup> day of November, 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 Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16<sup>th</sup> day of November, 2010, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

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PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

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ANDREW V. ARCZYNSKI,  
CITY ATTORNEY

Code	Section	Description	Fine	State SurchARGE	Total	Delinquency Penalty	Days to Delinquent	Days to DMV
10207	10.207 UFC	FIRE LANE/RED CURB	58	4.50	62.50	30	30	37
1344020	13.44.020 PMC	NO COMMERCIAL VEHICLE PARKING	100	4.50	104.50	50	30	37
1344050	13.44.050 PMC	COMM VEH OTHER THAN TRUCK RT	100	4.50	104.50	50	30	37
1348030	13.48.030 PMC	NO STOP,STAND,PKG, RED ZONE	40	4.50	44.50	30	30	37
13480301	13.48.030 (1)PMC	PARKED IN RED ZONE	40	4.50	44.50	30	30	37
13480302	13.48.030 (2)PMC	PARKED IN YELLOW ZONE	40	4.50	44.50	30	30	37
13480303	13.48.030 (3)	PARKED IN WHITE ZONE	40	4.50	44.50	30	30	37
13480304	13.48.030 (4)PMC	PARKED IN GREEN ZONE	40	4.50	44.50	30	30	37
1348040	13.48.040 PMC	PARK WITHIN MARKED LINES	40	4.50	44.50	30	30	37
1348050	13.48.050 PMC	ON STREET PARKING-72 HR LIMIT	40	4.50	44.50	30	30	37
13480801	13.48.080(1) PMC	PARKED ON ROADWAY FOR SALE	40	4.50	44.50	30	30	37
13480802	13.48.080(2) PMC	REPAIR/PAINT/DISMANTLE IN ST	50	4.50	54.50	30	30	37
1348100	13.48.100 PMC	ANGLE PARKING	40	4.50	44.50	30	30	37
1348140	13.48.140 PMC	COMM VEH PKD ON PRIVATE PROP	75	4.50	79.50	45	30	37
1348190	13.48.190 PMC	24HR PKG LIMIT RV VEHICLES	40	4.50	44.50	30	30	37
1348200	13.48.200 PMC	3 HR LIMIT COMM. VEH	100	4.50	104.50	50	30	37
13482003	13.48.200(3) PMC	1 HOUR PARKING	40	4.50	44.50	30	30	37
1348220	13.48.220 PMC	STREET SWEEPING	36	4.50	40.50	30	30	37
1352010	13.52.010 PMC	NO STOPPING/STANDING/PARKING	40	4.50	44.50	30	30	37
1352020	13.52.020 PMC	TWO HOUR PARKING	40	4.50	44.50	30	30	37
1352030	13.52.030 PMC	ONE HOUR PARKING	40	4.50	44.50	30	30	37
1352040	13.52.040 PMC	PKG PROHIBITED CERTAIN HOURS	40	4.50	44.50	30	30	37
1352050	13.52.050 PMC	NO PARKING ANYTIME/PERMIT REQD	40	4.50	44.50	30	30	37
1352055	13.52.055 PMC	NO PARKING IN PUBLIC ALLEY	40	4.50	44.50	30	30	37
1360030	13.60.030 PMC	TEMPORARY NO PARKING POSTED	40	4.50	44.50	30	30	37
14080807	14.08.080 (7)PMC	PKG/PARK OTHER THAN DESIG. SPC	40	4.50	44.50	30	30	37
14080808	14.08.080 (8)PMC	PKG IN PARK NIGHT NO MARK	40	4.50	44.50	30	30	37
14100201	14.10.020 (1)PMC	PARKED IN CITY COUNCIL STALL	40	4.50	44.50	30	30	37
14100202	14.10.020 (2)PMC	MKD PKG CITY STAFF/VEHICLES	40	4.50	44.50	30	30	37
14100203	14.10.020 (3)PMC	LIBRARY STAFF PARKING	40	4.50	44.50	30	30	37
1410030	14.10.030 PMC	1HR (2AM-6AM) CITY,PUB,+ PARK	40	4.50	44.50	30	30	37
21113	21113 (A) CVC	UNAUTHORIZED SCHOOL PARKING	40	4.50	44.50	30	30	37
21113A	21113 (A) CVC	UNAUTHORIZED SCHOOL PARKING	40	4.50	44.50	30	30	37

Code	Section	Description	Fine	State Surcharge	Total	Delinquency Penalty	Days to Delinquent	Days to DMV
21211B	21211 (B) CVC	NO PARKING IN BIKE LANE	40	4.50	44.50	30	30	37
225001	22500.1 CVC	PARKED IN A FIRE LANE	50	4.50	54.50	30	30	37
22500A	22500 (A) CVC	PARKING IN INTERSECTION	40	4.50	44.50	30	30	37
22500B	22500 (B) CVC	PARKING IN A CROSSWALK	40	4.50	44.50	30	30	37
22500C	22500 (C) CVC	PARKING IN SAFETY ZONE	40	4.50	44.50	30	30	37
22500D	22500 (D) CVC	PARKED BLOCKING FIRE STATION	40	4.50	44.50	30	30	37
22500E	22500 (E) CVC	PARKED BLOCKING DRIVEWAY	40	4.50	44.50	30	30	37
22500F	22500 (F) CVC	PARKING ON SIDEWALK	40	4.50	44.50	30	30	37
22500G	22500 (G) CVC	OBSTRUCTING TRAFFIC	40	4.50	44.50	30	30	37
22500H	22500 (H) CVC	DOUBLE PARKING PROHIBITED	40	4.50	44.50	30	30	37
22500I	22500 (I) CVC	PARKING IN A LOADING ZONE	150	4.50	154.50	75	30	37
22500J	22500 (J) CVC	PARKING IN TUNNEL	40	4.50	44.50	30	30	37
22500K	22500 (K) CVC	PARKING ON BRIDGE	40	4.50	44.50	30	30	37
22500L	22500 (L) CVC	PARKED BLOCKING SIDEWALK RAMP	150	4.50	154.50	75	30	37
22502A	22502 (A) CVC	OVER 18 INCHES FROM CURB	40	4.50	44.50	30	30	37
22505B	22505(B) CVC	PKD IN VIOLATION - POSTED SIGN	40	4.50	44.50	30	30	37
225078	22507.8 (A) CVC	HANDICAPPED PARKING ONLY	300	4.50	304.50	150	30	37
225078A	22507.8 (A) CVC	HANDICAPPED PARKING ONLY	300	4.50	304.50	150	30	37
22514	22514 CVC	WITHIN 15 FT OF FIRE HYDRANT	40	4.50	44.50	30	30	37
22514A	22514 (A) CVC	WITHIN 15 FT OF FIRE HYDRANT	40	4.50	44.50	28	30	37
22515	22515 (A) CVC	PARKED WITH ENGINE RUNNING	40	4.50	44.50	30	30	37
22516	22516 CVC	PKG WITH PERSON IN LOCKED VEH	75	4.50	79.50	45	30	37
22521	22521 CVC	PKG RAILROAD/TRUCK CROSSING	75	4.50	79.50	45	30	37
22522	22522 CVC	SIDEWALK ACCESS RAMP W/IN 3'	300	4.50	304.50	150	30	37
2378145	23.78.145 PMC	RV STORAGE	75	4.50	79.50	45	30	37
23781701	23.78.170 PMC	COMMERCIAL COMPLEX PKG 1ST OFF	100	4.50	104.50	50	30	37
23781702	23.78.170 PMC	COMMERCIAL COMPLEX PKG 2ND OFF	200	4.50	204.50	50	30	37
23781703	23.78.170 PMC	COMMERCIAL COMPLEX PKG 3RD OFF	500	4.50	504.50	50	30	37
23901009	23.90.100(9) MC	FOR SALE SIGN ON VEH-CITY LMTS	40	4.50	44.50	30	30	37
2390100A	23.90.100(A) MC	PKD FOR SALE-PRIVATE PROP	40			30	30	37
2390170	23.90.170 PMC	FOR SALE SGN ON VEH/PRVT PROP	40	4.50	44.50	30	30	37

Code	Section	Description	Fine	State Surcharge	Total	Delinquency Penalty	Days to Delinquent	Days to DMV
24601	24601 CVC	LICENSE PLATE LAMP REQUIRED	60			40	30	37
26710	26710 CVC	DEFECTIVE FRONT WINDSHIELD	40			30	30	37
27155	27155 CVC	FUEL CAP REQUIRED - SHOW PROOF	50			30	30	37
27465B	27465B CVC	BALD TIRES - PROOF REQUIRED	40			30	30	37
40004462	4000A/4462B CVC	EXPIRED REG/FALSE EV OF REG	120			30	30	37
4000A	4000 A CVC	EXPIRED REGISTRATION	75			45	30	37
4457	4457 CVC	FRONT PLATE LOST OR DAMAGED	40			30	30	37
4461A	4461.A CVC	MISUSE OF HANDICAPPED PLATE	75			45	30	37
4462B	4462 B CVC	FALSE EVIDENCE OF REGISTRATION	120			60	30	37
4464	4464 CVC	ALTERED PLATES	75			45	30	37
5200	5200 CVC	MISSING LICENSE PLATE	75			45	30	37
52005204	5200/5204A CVC	TABS/PLTS REQ-\$20 W/PROOF	48			30	30	37
5201	5201 CVC	POSITION-PLATES	40			30	30	37
5201F	5201 (F) CVC	LICENSE PLATE COVERED	25			30	30	37
5202	5202 CVC	NO LICENSE PLATES ON VEHICLE	40			30	30	37
5204	5204 (A) CVC	NO TABS \$10 W/PRF BY DUE DATE	75			30	30	37
5204A	5204 (A) CVC	NO TABS \$10 W/PRF BY DUE DATE	75			45	30	37
ADMINFEE	ADMIN FEE	ADMINISTRATIVE FEE	0			0	0	0
BOUNCE	BOUNCE CHECK	BOUNCE CHECK CHARGE	40			0	0	0
CORRAMT	CORRECTABLE AMT	CORRECTABLE AMOUNT	10			0	0	0
XXXX	XXXX	ORIGINAL CITATION NOT RECEIVED	0			0	30	37



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: NOVEMBER 16, 2010

SUBJECT: FIRST READING OF AN ORDINANCE REPEALING CHAPTER 13.82 OF THE PLACENTIA MUNICIPAL CODE RELATED TO PARKING VIOLATIONS – PENALTIES.

FINANCIAL  
IMPACT: NONE

### **INTRODUCTION:**

Currently, penalties for parking violations are set through Chapter 13.82 of the Placentia Municipal Code. This action will begin the repeal process of Chapter 13.82 to be effective thirty (30) days after its adoption based on City Council action to set such penalties by resolution.

### **RECOMMENDATION:**

It is recommended that the City Council read the title and introduce an ordinance entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REPEALING CHAPTER 13.82 OF THE PLACENTIA MUNICIPAL CODE.

### **DISCUSSION:**

Ordinance 2007-04 approved on August 21, 2007 added Chapter 13.82 of the Placentia Municipal Code (PMC) setting parking violation penalties after a multi-city comparison showed the penalties imposed by the City were far below the compiled average. Based on a review of City records, all departmental fees and charges were set by ordinance in the PMC at this time.

State code allows local governments to set fees by resolution and through Ordinance 2007-07 adopted on December 4, 2007, the City of Placentia began to set fees for the Police, Development Services, Finance, Engineering and Community Services departments by a comprehensive fee resolution. However, under Chapter 13.82 of the PMC parking violation penalties are established by Ordinance. Not only is this process cumbersome, but it is inconsistent with the City's established practice of setting fees. Therefore, staff is recommending that Chapter 13.82 be repealed.

In a concurrent action with this item, City staff is recommending that the City Council increase parking violation penalties by the exact amount of State of California imposed surcharges in order to offset any City-derived revenue losses. This action is once again initiated by the State of California adding a surcharge to parking violation penalties as part of the resolution of the

State's fiscal year 2010-11 budget. The current \$3.00 surcharge is in addition to \$9.50 in surcharges enacted by the State since 2002.

The passage of the parking violation penalty resolution will be set for concurrent enactment with that of the most recent State imposed surcharge.

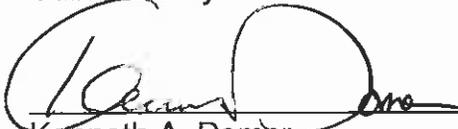
**ENVIRONMENTAL ANALYSIS:**

Not applicable.

**FINANCIAL IMPACT**

Not applicable.

Submitted by:

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

Reviewed and approved:

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

Attachment: Proposed Ordinance O-2010-\_\_\_\_

ORDINANCE NO. 0-2010-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA, REPEALING CHAPTER 13.82 OF  
THE PLACENTIA MUNICIPAL CODE.

City Attorney's Summary

This Ordinance repeals Chapter 13.82 of the Placentia Municipal Code relating to fines, penalties and surcharges for parking violations.

**A. Recitals.**

(i) Current provisions of Chapter 13.82 of the Placentia Municipal Code establish fines, penalties and surcharges for parking in violation of the California Vehicle Code and/ or provisions of the Placentia Municipal Code.

(ii) Pursuant to the provisions of the California Vehicle Code, § 22500, et seq., penalties for parking violations may be established by resolution of the City Council.

(iii) The City Council desires to repeal Chapter 13.82 which is unnecessary and cumbersome.

(iv) 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. Chapter 13.82 of Title 20 of the Placentia Municipal Code hereby is repealed, in its entirety upon the effective date of this Ordinance; provided, however, that no penalty, fine or surcharge set forth in said Chapter 13.82 relative to violations of parking restrictions existing prior to the effective date hereof and no prosecution or civil enforcement action brought to recover any such fines, penalties or surcharges

thereunder shall be prejudiced or adversely affected by the repeal thereof and any such civil action or prosecution may be maintained in favor of the City with regard thereto as to any such violation existing prior to the effective date hereof. Provided, further, that any reference in the Placentia Municipal Code to fines, penalties and surcharges for parking violations pursuant to Chapter 13.82 shall mean and refer to the most recent resolution of the City Council establishing such fines, penalties and surcharges for parking violations.

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:

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PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

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ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES/COMMUNITY SERVICES

DATE: NOVEMBER 16, 2010

SUBJECT: APPROVAL OF RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCES PERTAINING TO THE OPERATION OF SAME SPECIAL EVENT SCHEDULED FOR DECEMBER 8, 2010 AND CONSIDERATION OF FUNDING REQUEST FOR PLACITA SANTA FE MERCHANTS ASSOCIATION LAS POSADAS AND TAMALE FESTIVAL

FINANCIAL  
IMPACT: EXPENSE: \$4,000 (NOT TO EXCEED)

### **INTRODUCTION:**

The Placita Santa Fe Merchants Association (Merchants Association) is planning to hold the Las Posadas and Tamale Festival, on Wednesday, December 8, 2010 in the historic downtown area. In order to facilitate this event certain regulatory ordinances must be temporarily suspended. In addition, due to the size and location of the event City support services including Police, Public Works and Community Services will be needed. The estimated cost of these services is \$8,000. The Merchants Association is requesting that the City subsidize up to \$4,000 of the estimated cost to support this event. This action approves a resolution temporarily suspending those sections of the Placentia Municipal Code and requests Council consideration for funding support for the event.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Approve Resolution R-2010-\_\_\_ temporarily suspending PMC Section 23.76.050 and 10.28.010 for the Las Posadas and Tamale Festival on December 8, 2010 on the 100 and 200 block of Santa Fe and the 200 block of Bradford Avenue; and
2. Consider the request by the Placita Santa Fe Merchants Association to subsidize up to \$4,000 in public service costs related to the Las Posadas and Tamale Festival.

### **DISCUSSION:**

The Las Posadas & Tamale Festival event is scheduled for Wednesday, December 8th in Placita Santa Fe. The event is traditionally hosted by the Merchants Association with staff support from Police, Public Works, and Community Services Departments. The event includes food booths featuring local area restaurants, the Posadas re-enactment, a visit and gifts from Santa Claus, as well as live musical entertainment. In addition, the Merchants Association sells beer and wine which provides a fundraising opportunity to help offset event costs.

**4d**

November 16, 2010

In order to hold this event certain sections of the City's Municipal Code must be temporarily suspended. Specifically, Section 23.76.05, which prohibits amplified sound, and Section 10.28.010, which prohibits the consumption of alcohol in public, will need to be suspended to facilitate the event operations. A resolution suspending these sections of the Placentia Municipal Code is attached.

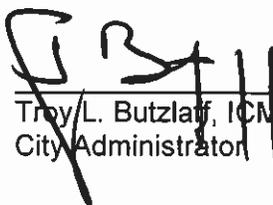
Due to budgetary constraints, the City Council was unable to provide funding to outside organizations in the FY 2010-11 budget. In addition, several long standing City events had their funding eliminated. As such, the current budget does not include the estimated staff costs of \$8,000 for Police, Public Works, and Community Services personnel that will be needed for the Las Posadas event. The Merchants Association is working to acquire donations and sponsors to assist in offsetting the City's expenses. The Merchants Association has committed a minimum of fifty percent (50%) of the cost, \$4,000 dollars, and is requesting City Council support the balance of the City's personnel expenses. The Merchants Association has also indicated that if their fundraising efforts exceed the minimum commitment of \$4,000 they will contribute all additional funds to offset the City's cost for this event.

Submitted by:



Stephen D. Pischel  
Director of Administrative Services/  
Community Services

Reviewed and approved:



Troy L. Butzlaf, ICMA-CM  
City Administrator

SDP/dms

Attachment: As Stated

RESOLUTION NO. R-2010-

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PLACENTIA, CALIFORNIA,  
AUTHORIZING THE TEMPORARY SUSPENSION OF  
CERTAIN REGULATORY SECTIONS OF THE  
PLACENTIA MUNICIPAL CODE FOR LAS  
POSADAS AND TAMALES FESTIVAL

**A. Recitals**

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

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

**B. Resolution**

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

1. Per the request of the Placita/Santa Fe Merchants, the City temporarily suspends Placentia Municipal Code Sections 10.28.010 and 23.76.050 relative to the controlled use of

alcohol in public places and use of amplified music which may exceed the noise standards, respectively, during Las Posadas and Tamale Festival on Wednesday, December 8, 2010, from 4:00 p.m. to 9:00 p.m. in the Placita Santa Fe area on the 100 and 200 blocks of Santa Fe Avenue.

2. The specified sections of the Placentia Municipal Code (Sections 10.28.10 and 23.76.050) shall remain in full force and effect throughout the remainder of the City.

APPROVED AND ADOPTED this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
JOSEPH 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 16<sup>th</sup> day of November, 2010, by the following vote:

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

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PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

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ANDREW V ARCZYNSKI, CITY ATTORNEY



# Redevelopment Agency

## AGENDA REPORT

**TO:** REDEVELOPMENT AGENCY BOARD OF DIRECTORS

**VIA:** EXECUTIVE DIRECTOR

**FROM:** ASSISTANT CITY ADMINISTRATOR

**DATE:** NOVEMBER 16, 2010

**SUBJECT:** AWARD OF CONTRACT TO ORANGE COUNTY DEMOLITION INC., FOR DEMOLITION OF AGENCY-OWNED PROPERTY AT 307 BAKER STREET.

**FINANCIAL  
IMPACT:**

EXPENDITURE: \$44,280 (347536-6499)

APPROPRIATION FROM UNDESIGNATED FUND BALANCE (0034-3001)

### **INTRODUCTION:**

In 2006, the Redevelopment Agency purchased a commercial property located at 307 Baker Street (formerly 333 S. Melrose Street) for potential parking related to the forthcoming Metrolink train station. On December 15, 2009 the Agency Board of Directors transferred the property from the Capital Projects Fund to the Low and Moderate Income Housing Fund as the property was determined to be better utilized for residential purposes than parking. The facility is not commercially viable and has sat vacant for almost two years. Recently, the Agency moved forward with a process to develop residential housing on the site. This action will award a contract to demolish the structure and cap all utilities in preparation of the parcel for future residential development and approve a resolution appropriating funds from the Low and Moderate Income Housing undesignated fund balance.

### **RECOMMENDATION:**

It is recommended that the Agency Board:

1. Award a contract to Orange County Demolition Inc., in the amount of \$36,900; and,
2. Reject all other bids; and,
3. Approve a construction contingency amount of \$ 7,380 for construction related contingencies, if required; and
4. Authorize the Executive Director, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed 20% of the project construction cost; and,
5. Authorize the Executive Director to execute contract documents on behalf of the City, in a form approved by Agency Counsel; and,
6. Adopt Resolution RA-2010-\_\_\_\_ making findings regarding the use of Low and Moderate Income Housing Funds; and,
7. Adopt Resolution RA-2010-\_\_\_, authorizing a budget amendment in Fiscal Year 2010/11 in the aggregate amount of \$44,280.00 in compliance with City Charter requiring sufficient appropriations for actual expenditures

**DISCUSSION:**

As part of the City of Placentia's efforts to create parking opportunities around the proposed Placentia Metrolink Station, the Agency purchased a property remnant which was made largely commercially unviable by the Melrose Street grade separation project. The Agency leased the property for a period of time but due to its location at the end of a residential street with limited access, the Agency was unable to find a suitable tenant that was both compatible with the Santa Fe Commercial zone and the residential neighborhood. During the almost two years of vacancy the property has been subject to repeated vandalism and property damage and is a blighting influence in the neighborhood and Downtown Placentia area.

The Agency completed a hazardous materials assessment of the building and no hazardous materials (asbestos and lead) were found above threshold levels requiring abatement.

During 2010, the Agency held a competitive bidding process for the Central Westgate project on Agency-owned property on Crowther Avenue between Melrose Street and Bradford Avenue. After a review by the City Council sub-committee, the proposals were deemed financially infeasible at the time; however, the two top firms were asked to submit bids for a potential residential development on Agency-owned land on Baker Street. The residential development process is still under review.

The Agency issued a Request for Bids for three demolition projects on September 24, 2010 with all bids required to be submitted by October 21, 2010. The Baker Street commercial building was included in the this process in order to get an understanding of the demolition costs. Based on recent vandalism to the property and the competitive bids received, it is recommended that the Agency proceed with demolishing the property at this time. Of the four bids submitted, Orange County Demolition Inc., was found to be the lowest, most responsive and responsible bidder with a bid amount of \$36,900. The following are the bids received:

Firm	Bid
CST Environmental, LP	\$64,800
Orange County Demolition, Inc.	\$36,900
American Wrecking, Inc.	\$39,294
National Demolition Contractors	\$44,100

The following items were part of the bid package: the cost to demolish the entire building, including the removal and proper capping of sewer lateral connections, notification of utilities (gas, electric and water) and proper removal of utilities, below surface and above; removal of masonry walls, wrought iron, wood extensions and/or chain link fencing per Agency direction; removal and recycling of concrete parking surface, wood members, fencing or wrought iron fencing, and applicable materials; necessary backfilling to grade; removal of all trash and debris; installation of fencing with green screen for site protection (if applicable and as directed by Agency); and, to secure all local and state required permits.

Orange County Demolition, Inc. is a demolition contracting company specializing in concrete cutting, core drilling, bobcats, and demolition services of many sizes. The provided references were contacted and no concern was expressed by the agencies or companies.

**FISCAL IMPACT:**

This project was not budgeted in the Fiscal Year 2010-11 Low and Moderate Income Housing Fund. The contract price is \$36,900 and a \$7,380 construction contingency is requested. Sufficient funding (approximately \$950,000) exists in the undesignated fund balance within the Low and Moderate Income Housing Fund and it is recommended that the Board of Directors appropriate sufficient funds. The cost of demolition will ultimately be added to the Agency's subsidy estimation when the project is developed; however, the immediacy of the situation due to continued vandalism and potential liability make this an opportune time in which to demolish the property.

Submitted by:



Kenneth A. Domer,  
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
Executive Director

Attachment:

- Bid Supplements
- Sample Agreement
- RFB with Project 2 Info Sheet
- Resolution RA-2010-\_\_
- Resolution RA-2010-\_\_

# PROPOSAL

## Orange County Demolition, Inc.

1906 Kilmer Dr., Placentia, Ca. 92680  
[714] 524-2627 office, [714] 808-1438 fax  
Contractor's License # 830497



**Submitted To:** Redevelopment Agency of the City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870

**Project Name:** Baker Street Commercial Building

**Project Address:** 307/311 Baker Street (formerly 333 S. Melrose Ave.), Placentia, CA 92870

**Attn:** Ken Domer

The specifications for the work are:

### **ORANGE COUNTY DEMOLITION, INC. TO PROVIDE THE FOLLOWING SERVICES:**

- \*The entire building, including the removal and proper capping of sewer lateral connections, notifications, of utilities (gas, electric, and water) and proper removal of utilities, below surface and above.
- \*Removal of masonry walls, wrought iron, wood extensions and/or chain link fencing per Agency direction
- \*Removal and recycling of concrete parking surface, wood members, fencing or wrought iron fencing, and applicable materials.
- \*Necessary backfilling to grade
- \*Removal of all trash and debris
- \*Installation of fencing with green screen for site protection (if applicable and as directed by Agency)
- \*Secure all local and state required permits
- \*Saw cut the north wall at approximate 6 feet from the grade of the commercial property
- \*Leave the footer for the wall/building if removing due to undermining the wall
- \*Keep the side fencing up to the front of the property to include the approximate two feet of front fencing
- \*Remove the gates and fencing in between and replace with 6 foot high chain link fencing (no green stats at this site)
- \*Remove cement parking lot

**LINE ITEM OF COST:**

Equipment & Man power	\$ 9,000.00
Trucking	\$ 4,400.00
Dump Concrete Fees	\$ 8,000.00
Dump Trash Fees	\$ 4,000.00
Permits, Capping Utilities, AQMD Report	\$ 1,200.00
Fencing	\$ 3,700.00
Wall Sawing	\$ 3,700.00
Rental Equipment	\$ 2,900.00

**Total \$36,900.00**

**\*EXCLUSIONS/CONDITIONS:** Permits, layouts, disconnect or capping of utilities; excavation, grading, or compaction; shoring or bracing; fencing; barricades, protective covers or canopies; protection of finished surfaces; hazardous waste; identification or location of underground utilities; floor prep. grinding or mastic removal; demolition, removals, concrete cutting, or drilling for other trades; one move on; straight time work, no footings below 3 feet, unless indicated herein. Slab and removal based on four to five inches unless indicated otherwise. Underpinning, false work, or protective covers. Orange County Demolition, Inc. is not responsible for tarping or covering work area and damages done by inclement weather or acts of nature. Our conditions shall become a part of this contract agreement should we be the successful bidder on this project.

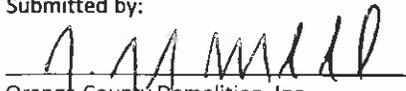
**\*All layouts are to be done prior to our arrival on the job.**

**\*Orange County Demolition, Inc. will not accept any back charges unless notified within 24 hours of damages occurring**

**and given sufficient time to identify and repair said back charges.**

**\*NO RETENTION IS TO BE WITHHELD.**

Submitted by:



Orange County Demolition, Inc.

Jeff McClard ~ President

Approved by:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Submittal: October 21, 2010

Date Of Acceptance: \_\_\_\_\_

Proposal price valid for 45 day from above submittal date

# Orange County Demolition, Inc.

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(714) 524-2627 office, (714) 808-1438 fax  
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401 E. Chapman Ave.

Placentia, CA 92870

**Project Name:** Baker Street Commercial Building

**Project Address:** 307/311 Baker Street (formerly 333 S. Melrose Ave.), Placentia, CA 92870

**Attn:** Ken Domer

## ORANGE COUNTY DEMOLITION, INC. TO PROVIDE THE FOLLOWING REFERENCES:

1. Pacific Plumbing of Santa Ana  
P.O. Box 1494  
Santa Ana, CA 92702  
(714) 547-6967 office  
(714) 972-8168 fax  
Attn: Dave or Adolph
2. Pacific Shoreline, Inc.  
4085 E. La Palma Ave., Suite G  
Anaheim, CA 92807  
(714) 394-3851 office  
(714) 630-2332 fax  
Attn: Matt Hanzel
3. JR Universal Construction, Inc.  
1045 N. Hudson Ave.  
Los Angeles, CA 90038  
(949) 251-1786 office  
(949) 251-1788 fax  
Attn: Matt
4. Prime Cuts Concrete Sawing & Coring  
17970 Lakeshore Dr. "A"  
Lake Elsinore, CA 92530  
(951) 245-9674 office  
(951) 245-7389 fax  
Attn: Shane Floyd

# Orange County Demolition, Inc.

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## ORANGE COUNTY DEMOLITION, INC. TO PROVIDE THE FOLLOWING FEE & PROJECT SCHEDULE:

### Fee Schedule:

10% deposit at start of job, 20% when half complete, and 100% at job competition

### Project Schedule:

Duration of job will take 5 working days, Monday through Friday 7am to 5pm



CITY OF PLACENTIA  
401 E Chapman  
Placentia, CA 92870  
(714) 993-8230

## BUSINESS LICENSE CERTIFICATE

License No. 902464280 Expiration Date 12/31/2010

OWNER NAME JEFF MCCLARD

Ordinance Section 50813022

BUSINESS ADDRESS 1906 KILMER DR  
PLACENTIA, CA 92870

Type of Business  
CONTR/SPECIALITY

NAME ORANGE COUNTY DEMOLITION INC

**NOT TRANSFERABLE**

MAILING ADDRESS 1906 KILMER DR  
PLACENTIA, CA 92870

**This document must be posted  
in a conspicuous place.**

**Issuance of certificate is not an endorsement or certification of compliance with other ordinances or laws.**



**CERTIFICATION OF NON-DISCRIMINATION BY  
CONTRACTORS**

**"NOTICE"**

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 21<sup>st</sup> day of October, 2010, at  
12pm.

[Handwritten Signature]  
Authorized Signature

President  
Position

Orange County Demolition, Inc.  
Company



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **830497** Entity **CORP**  
Business Name **ORANGE COUNTY DEMOLITION INC**

Classification(s) **C21**

Expiration Date **10/31/2010**



*Ver. 6.10 - Renewed  
to 2012*

Department of Consumer Affairs  
**Contractors State License Board**

**Contractor's License Detail - License # 830497**

 **DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

<b>License Number</b>	<b>830497</b>	<b>Extract Date:</b> 11/5/2010				
<b>Business Information</b>	ORANGE COUNTY DEMOLITION INC 1906 KILMER DRIVE PLACENTIA, CA 92870					
<b>Entity:</b>	Business Phone Number:(714) 524-2627 Corporation					
<b>Issue Date</b>	12/31/2003					
<b>Reissue Date</b>	10/20/2008					
<b>Expire Date</b>	<b>10/31/2012</b>					
<b>License Status</b>	This license is current and active. <b>All information below should be reviewed.</b>					
<b>Additional Status:</b>						
<b>Classifications:</b>	<table><thead><tr><th>CLASS</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>C21</td><td><u>BUILDING MOVING, DEMOLITION</u></td></tr></tbody></table>	CLASS	DESCRIPTION	C21	<u>BUILDING MOVING, DEMOLITION</u>	
CLASS	DESCRIPTION					
C21	<u>BUILDING MOVING, DEMOLITION</u>					
<b>Bonding:</b>	<b>CONTRACTOR'S BOND</b> This license filed Contractor's Bond number <b>100096937</b> in the amount of <b>\$12,500</b> with the bonding company <u>AMERICAN CONTRACTORS INDEMNITY COMPANY.</u> <b>Effective Date:</b> 09/09/2009 <u>Contractor's Bonding History</u>					
<b>Workers' Compensation:</b>	<b>BOND OF QUALIFYING INDIVIDUAL</b> 1. The Responsible Managing Officer (RMO) MC CLARD JEFFREY DEAN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is <b>not</b> required. <b>Effective Date:</b> 10/20/2008 <u>BQI's Bonding History</u>  This license has workers compensation insurance with the <u>STATE COMPENSATION INSURANCE FUND</u> <b>Policy Number:</b> 1818429 <b>Effective Date:</b> 03/01/2008 <b>Expire Date:</b> 03/01/2011 <u>Workers' Compensation History</u>					
<b>Miscellaneous Information:</b>	<table><thead><tr><th>DATE</th><th>DESCRIPTION</th></tr></thead></table>	DATE	DESCRIPTION			
DATE	DESCRIPTION					

DRAFT – CONSTRUCTION AGREEMENT EXAMPLE

REQUEST FOR BIDS FOR THREE (3) DEMOLITION AND  
CLEAN UP PROJECTS

**AGREEMENT**

[[[ NAME OF AGREEMENT ]]]

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and \_\_\_\_\_, a California Corporation, hereinafter referred to as "Contractor". City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

**WITNESSETH:**

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

1. General Conditions

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

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

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

2. Materials and Labor

Contractor shall furnish, under the conditions expressed in the Agreement Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by City, to construct and complete the Project, in good workmanlike and

substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Agreement price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees. Nothing in this Agreement shall be deemed to limit the legal and/or equitable remedies available to City.

3. Project

The Project is described as:

\_\_\_\_\_

4. Plans and Specifications

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

**[[[[[[[[ NAME OF PROJECT ]]]]]]]]]**

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

5. Time of Commencement and Completion

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

\_\_\_\_\_  
Contractor Initials

\_\_\_\_\_  
City Initials

6. Legal Relationship between the Parties

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

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

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

7. Time is of the Essence

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

8. Excusable Delays

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

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

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

9. Extra Work

The Agreement price as set forth in Section 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City's Engineer or Director of Public Works specifying the exact nature of the extra work and the amount of extra compensation to be

paid as more particularly set forth in Section 10 hereof.

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

10. Changes in Project

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

the Drawings and Specifications unless a change therefrom is authorized in writing by City. Under no condition shall Contractor make any changes to the project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefore shall be submitted without delay by Contractor to City.

11. Ownership of Documents

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

12. Liquidated Damages for Delay

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in Section 5 plus the allowance made for delays or extensions authorized under Sections 8, 9, and 10, City will sustain damage, which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) per day, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

13. Agreement Price and Method of Payment

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

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

Thereafter, Contractor may submit monthly statements requesting payment based upon the value of the work completed and materials used. The monthly statements must include a detailed breakdown of all work completed and materials used during the period covered by the statement, as may be required by

## DRAFT – CONSTRUCTION AGREEMENT EXAMPLE

City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety percent (90%) of the work completed and materials used. City shall retain ten percent (10%) of the amount of each such progress estimate and material cost until the Final Payment.

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

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

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

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

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

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

### 15. Completion

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

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

16. Contractor's Employees Compensation

A. General Prevailing Rate:

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

B. Forfeiture for Violation:

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

C. Apprentices:

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

D. Workday:

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

Contractor in connection with this Project.

E. Record of Wages; Inspection:

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

17. Surety Bonds

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

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

18. Insurance

- A. Contractor is aware of the provisions of California Labor Code section 3700 that requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents, and employees and shall

DRAFT – CONSTRUCTION AGREEMENT EXAMPLE

issue an endorsement certificate to the policy evidencing same.

- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under Section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

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

combined single limit per occurrence.

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

19. Indemnity

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

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

20. Termination

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.
- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, procurement costs of the same or similar services defaulted by Contractor under this Agreement.
- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated



23. Licenses and Qualifications

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

24. Warranty

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

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

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

25. Assignments

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

26. Successors in Interest

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

27. Compliance with Law

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

28. Jurisdiction

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

29. Dispute Resolution

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

30. Safety and Health

Contractor acknowledges the provisions of California Labor Code section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened that may present a danger or hazard to any and all employees. In the event City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. City may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by City to Contractor in accordance with the provisions of this section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against City.

31. Agreement Execution Authorization

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

32. Entire Agreement

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

33. Severability

DRAFT – CONSTRUCTION AGREEMENT EXAMPLE

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

34. Conflicts

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

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

CITY OF PLACENTIA

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

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

(CONTRACTOR)

By \_\_\_\_\_

**FISCAL IMPACT:**

This project was not budgeted in the Fiscal Year 2010-11 Low and Moderate Income Housing Fund. The contract price is \$36,900 and a \$7,380 construction contingency is requested. Sufficient funding (approximately \$950,000) exists in the undesignated fund balance within the Low and Moderate Income Housing Fund and it is recommended that the Board of Directors appropriate sufficient funds. The cost of demolition will ultimately be added to the Agency's subsidy estimation when the project is developed; however, the immediacy of the situation due to continued vandalism and potential liability make this an opportune time in which to demolish the property.

Submitted by:

Reviewed and approved:

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Kenneth A. Domer,  
Assistant City Administrator

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Troy L. Butzlaff, ICMA-CM  
Executive Director

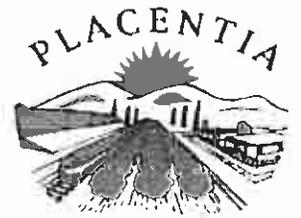
Attachment:

- Bid Supplements
- Sample Agreement
- RFB with Project 2 Info Sheet
- Resolution RA-2010-\_\_

# REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA

## REQUEST FOR BIDS FOR THREE (3) PROJECTS

### PROJECT DESCRIPTION



REDEVELOPMENT AGENCY

## 2. BAKER STREET COMMERCIAL BUILDING

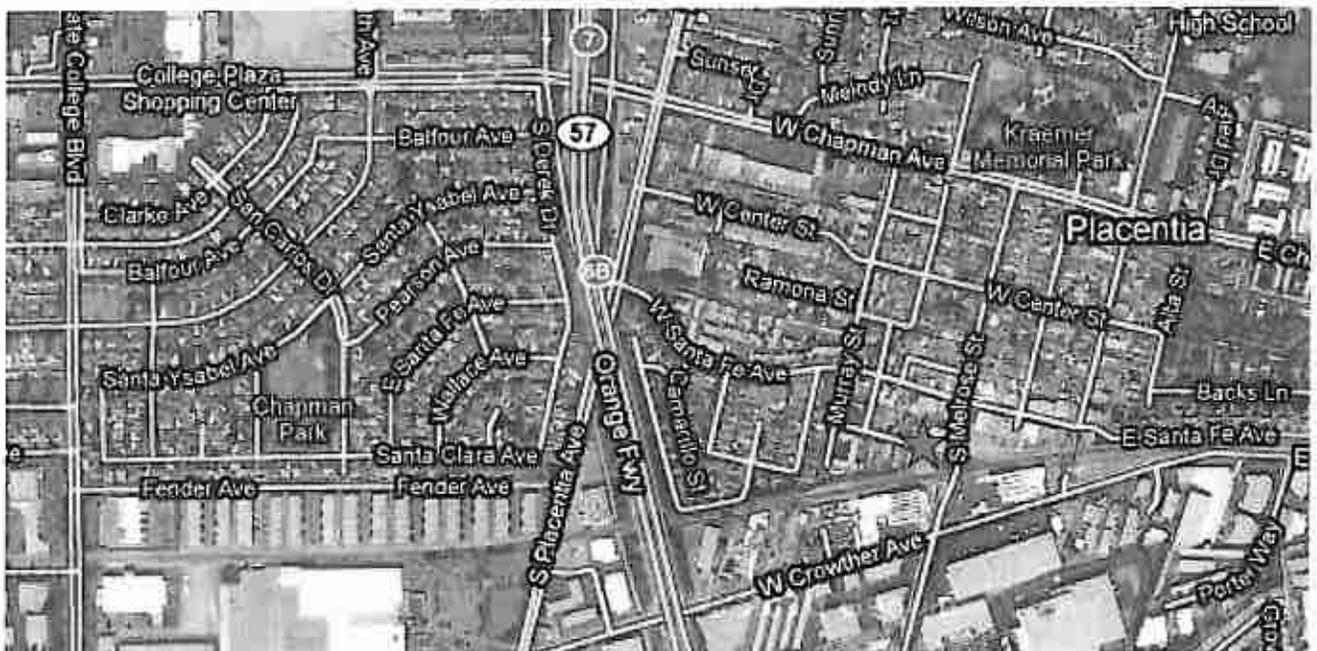
At 307/311 Baker Street (formerly 333 S. Melrose Avenue), Placentia, CA 92870  
(APN: 339-391-14, and -15)

This property is a former commercial building used for various purposes to include automotive parts sales and distribution and the building contains a second floor office space. The building was purchased as part of the Melrose Avenue grade separation project and the area is now to be used for affordable housing. The building is adjacent to residential properties. A hazardous materials survey was completed in October 2009 and the summary is attached.

Your proposal should consist of the following, but not limited to:

- the cost to demolish the entire building, including the removal and proper capping of sewer lateral connections, notification of utilities (gas, electric and water) and proper removal of utilities, below surface and above
- removal of masonry walls, wrought iron, wood extensions and/or chain link fencing per Agency direction
- removal and recycling of concrete parking surface, wood members, fencing or wrought iron fencing, and applicable materials.
- necessary backfilling to grade
- removal of all trash and debris
- installation of fencing with green screen for site protection (if applicable and as directed by Agency)
- secure all local and state required permits
- asbestos abatement or other hazardous materials disposal (if applicable)

Location Map:



Site Photos:



**RESOLUTION NO. RA-2010-**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA AUTHORIZING EXPENDITURE OF LOW AND MODERATE HOUSING INCOME FUNDS FOR DEMOLITION OF AGENCY-OWNED PROPERTY AT 307 BAKER STREET AND AWARDING A CONTRACT FOR DEMOLITION AND RELATED SITE CLEARANCE.

**A. Recitals.**

(i) The Redevelopment Agency of the City of Placentia ("Agency") purchased two (2) parcels located at 307/311 Baker Street (formerly 333. S. Melrose Avenue) in the City of Placentia, California (APNs 339-391-14, and -15) on May 11, 2006 (the "Properties").

(ii) Whereas originally purchased with Capital Project funds but reimbursed with Low and Moderate Income Housing Funds through Agency Board action on December 15, 2009 based on the Agency's intent to utilize the Properties for future affordable housing opportunities.

(iii) The Properties are located in a primarily low and moderate income area within the boundaries of the Agency.

(iv) The Agency intends to demolish the commercial building structure which is contributing a blighting influence to the immediate residential neighborhood and is an attractive nuisance for vandalism and criminal activity using monies from the Low and Moderate Income Housing Fund.

(v) The use of monies from the Low and Moderate Income Housing Fund will benefit the supply of affordable housing within the City of Placentia and will further the interests of the Agency in that regard.

(vi) The Agency, under direction of the Executive Director, solicited bids from properly licensed demolition contractors in a competitive bidding process.

(vii) On October 21, 2010 Agency staff opened the bids in a public place and determined the lowest, most responsive, responsible bidder.

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

**B. Resolution**

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE:

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

2. Based upon the bids received, the Agency hereby awards the contract for demolition of the Properties to: Orange County Demolition Inc., and directs the Chairman and Secretary to execute the demolition contract.

3. The Executive Director shall utilize monies from the Low-Moderate Income Housing Fund for the demolition and site-clearance of the Properties.

PASSED ADOPTED AND APPROVED this 16<sup>th</sup> day of October, 2010.

\_\_\_\_\_  
JOSEPH V. AGUIRRE, CHAIRMAN

Attest:

\_\_\_\_\_  
PATRICK J. MELIA, SECRETARY

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, Secretary of the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Redevelopment Agency of the City of Placentia held on the 16<sup>th</sup> day of October, 2010 by the following vote:

AYES:	AGENCY MEMBERS:
NOES:	AGENCY MEMBERS:
ABSENT:	AGENCY MEMBERS:
ABSTAIN:	AGENCY MEMBERS:

PATRICK J. MELIA, SECRETARY

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, AGENCY COUNSEL

RESOLUTION NO. RA-2010-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLACENTIA REDEVELOPMENT AGENCY AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2010/11 IN THE AGGREGATE AMOUNT OF \$44,280.00 IN COMPLIANCE WITH CITY CHARTER REQUIRING SUFFICIENT APPROPRIATIONS FOR ACTUAL EXPENDITURES.

Whereas, appropriations are the legal authority for governments to spend, and they are estimated in advance of actual expenditures, and from time to time they must be adjusted when the expenditures are subsequently known.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES RESOLVE THAT THE FISCAL YEAR 2010/11 BUDGET, RESOLUTION RA-2010-XX, BE AMENDED TO INCLUDE THE FOLLOWING AMENDMENTS AND INCLUDE THEM AS THOUGH THEY WERE ADOPTED IN THE INITIAL BUDGET.

Fund	Description	Department	GL Acct. #	Increase (Decrease)
Low Mod				
	Other Prg Exp	RDA	347536-6499	44,280.00
	Fund Balance	RDA	0034-3001	(44,280.00)
				\$ 0

PASSED AND ADOPTED this 16th day of November, 2010.

\_\_\_\_\_  
JOSEPH AGUIRRE, CHAIRMAN

Attest:

\_\_\_\_\_  
PATRICK J. MELIA, SECRETARY

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 16th day of November, 2010 by the following vote:

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

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PATRICK J. MELIA, SECRETARY

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI, AGENCY COUNSEL



# Redevelopment Agency

## AGENDA REPORT

TO: REDEVELOPMENT AGENCY BOARD OF DIRECTORS

VIA: EXECUTIVE DIRECTOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: NOVEMBER 16, 2010

SUBJECT: AWARD OF CONTRACT TO NATIONAL DEMOLITION CONTRACTORS FOR DEMOLITION OF AGENCY-OWNED PROPERTY AT OR NEAR 1616 ATWOOD AVENUE.

FINANCIAL  
IMPACT: EXPENDITURE: \$41,220 (RDA 347536-6499)

### **INTRODUCTION:**

In 2010, the Redevelopment Agency completed the purchase of six parcels of residentially zoned land in the Atwood community. The previous owner operated a non-conforming automotive repair facility. This action will award a contract to demolish the remaining structures, masonry walls, remove the concrete surface and cap all utilities in preparation of the parcels for future residential development.

### **RECOMMENDATION:**

It is recommended that the Agency Board:

1. Award a contract to National Demolition Contractors in the amount of \$31,220; and,
2. Reject all other bids; and,
3. Approve an environmental and construction contingency amount of \$10,000 for construction related contingencies and third party environmental review, if required; and
4. Authorize the Executive Director, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract in an aggregate amount not to exceed 20% of the project construction cost;
5. Approve Resolution RA-2010-\_\_\_\_ making findings regarding the use of Low and Moderate Income Housing Funds; and,
6. Authorize the Executive Director to execute contract documents on behalf of the City, in a form approved by Agency Counsel.

### **DISCUSSION:**

The Redevelopment Agency purchased six parcels of land in the Atwood community in order to remove a blighted and non-conforming automotive related use within the residentially zoned neighborhood. The acquisition process was completed in Fiscal Year 2009/10 and funds were budgeted within the Low and Moderate Income Housing Fund for Fiscal Year 2010/11 in order to demolish remaining structures and begin the process to put in place residential structures.

The Agency completed both a Phase I and Phase II environmental assessment. Minimal contamination was found around two hydraulic vehicle lifts which have both since been removed. However, in discussion with the environmental firm and due to the former use, it is prudent to have funds available

for on-call analysis or review of potential contamination uncovered in the demolition, even though it is believed unlikely to occur.

The Agency issued a Request for Bids for three demolition projects on September 24, 2010 with all bids required to be submitted by October 21, 2010. Of the four bids submitted, National Demolition Contractors were found to be the lowest, most responsive and responsible bidder with a bid amount of \$31,220. The following are the bids received:

Firm	Bid
CST Environmental, LP	\$49,800
Orange County Demolition, Inc.	\$39,000
American Wrecking, Inc.	\$39,845
National Demolition Contractors	\$31,200

The following items were part of the bid package: the cost to remove the canopy structure; demolish the outbuilding, including the removal and proper capping of sewer lateral connection; removal of masonry wall, wrought iron, wood extensions and/or chain link fencing per Agency direction; saw cutting to required height masonry wall per Agency direction; removal of remnant metal posts/structures/shelving and cabinetry; removal and recycling of approximately 15,000 square feet of concrete surface; removal of footings and necessary backfilling to grade; removal of all trash and debris; installation of fencing with green screen for site protection; secure all local and state required permits; and, asbestos abatement or other hazardous materials disposal (if applicable).

National Demolition Contractors is a demolition and environmental contracting company that serves all of California. Their stated service of expertise includes all demolition, asbestos, lead and mold abatement and disaster clean up. The three provided references were contacted and no concern was expressed by any of the agencies. The three jobs successfully completed ranged from over \$400,000 to about \$3,169,000 in construction/demolition activity.

**FISCAL IMPACT:**

\$50,000 was budgeted in the Low and Moderate Income Housing Fund for the demolition and site preparation work associated with the Atwood properties. The contract price is \$31,220 and a \$10,000 contingency for extra work and potential environmental analysis is requested for a total of \$41,220.

Submitted by:

  
Kenneth A. Domer,  
Assistant City Administrator

Reviewed and approved:

  
Troy L. Butzlaff, ICMA-CM  
Executive Director

Attachment:

- Bid Supplements
- Sample Agreement
- RFB with Project 1 Info Sheet
- Resolution RA-2010-\_\_\_\_\_

<i>RFB-R-1001</i>		<i>FEE SCHEDULE</i>		<i>10/21/2010</i>
<i>Project:</i>		<i>Atwood Automotive Property Demolition &amp; Clean Up</i>		<i>APN's:</i>
<i>Client:</i>		<i>Redevelopment Agency of the City of Placentia</i>		<i>346-181-05,06,07,30,35,36</i>
<i>QUANTITY</i>	<i>UNIT</i>	<i>DESCRIPTION</i>	<i>COST</i>	
<i>1</i>	<i>Ea.</i>	<i>Remove Canopy Structure</i>	<i>\$1,500.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Building Demolition, Sewer Capping &amp; Removal U/Gutilities &amp; Co. Notification</i>	<i>\$3,500.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Remove Masonry Walls Wrought Iron, Wood &amp; C/L Fencing as Directed by Agency</i>	<i>\$1,620.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Sawcutting of Masonry Wall to Required Height as Directed by Agency</i>	<i>\$950.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Remove Remnant Posts, Structures, Shelving &amp; Cabinetry</i>	<i>\$1,050.00</i>	
<i>1</i>	<i>Ea.</i>	<i>R/R +/- 15,000 SF of Concrete Surface</i>	<i>\$8,000.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Removal of Foundations / Backfill to Grade</i>	<i>\$1,850.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Removal of all Trash / Debris</i>	<i>\$1,250.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Install Perimeter Fence and Green Screen for Site Protection</i>	<i>\$9,800.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Secure all Local and State Required Permits</i>	<i>\$1,700.00</i>	
<i>1</i>	<i>Ea.</i>	<i>Asbestos Abatement or other Haz Materials Disposal if Applicable</i>	<i>N/A</i>	
<i>1</i>	<i>Ea.</i>			
		<i>TOTAL COST →</i>	<i>\$31,220.00</i>	



## CONTRACTOR'S REFERENCES

### NATIONAL DEMOLITION CONTRACTORS

CONTACT: MIKE CHANG (626)278-4513  
LOS ANGELES UNIFIED SCHOOL DISTRICT  
333 S. BEAUDRY AVE., L.A., CA 90017  
PROJECT: SOUTH REGION HIGH SCHOOL #2  
CONTRACT: \$3,169,985.65

CONTACT: TEO SIERRA (213)820-1309  
LOS ANGELES UNIFIED SCHOOL DISTRICT  
333 S. BEAUDRY AVE., L.A., CA 90017  
PROJECT: EAST LOS ANGELES HIGH SCHOOL #2  
CONTRACT: \$956,756.33

CONTACT: ALBERT HOLGUIN (323)222-0676  
WORLDWIDE CONSTRUCTION  
LOS ANGELES UNIFIED SCHOOL DISTRICT  
1621 W. 25<sup>TH</sup> ST.,#266,SAN PEDRO, CA 90732  
PROJECT: VALLEY REGION HIGH SCHOOL #9  
CONTRACT: \$416,900.00

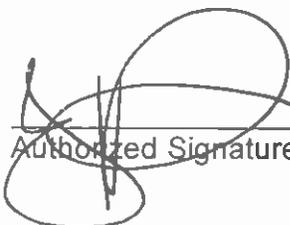


## CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

### “NOTICE”

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 20<sup>th</sup> day of October, 2010, at  
Long Beach, CA.



A handwritten signature in black ink, consisting of several loops and a vertical stroke, positioned above a horizontal line.

Authorized Signature

Owner  
Position

National Demolition Contractors  
Company

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**DWIGHT REILLY, RALPH EIDEM, JR., ARTURO AYALA, DANIEL HUCKABAY**

Orange, CA.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the Seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19th day of October, 2010

Assistant Secretary

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2010

PRODUCER

**EMPIRE WEST INSURANCE**  
7405 Greenback Lane #245  
Citrus Heights, CA 95610  
(916) 967-1130

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

**National Demolition Contractors**  
  
1536 W. 25th Street, #248  
San Pedro, CA 90732  
(310) 732-1991

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A **Steadfast Ins. Co.**  
INSURER B **United Financial Casualty Co.**  
INSURER C  
INSURER D  
INSURER E

## COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	GPL 9383837 01	3/26/2010	3/26/2011	EACH OCCURRENCE \$10,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
B		GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	07646323-0	9/22/2010	9/22/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

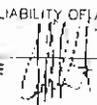
**For Bid and Information Purposes**

CERTIFICATE HOLDER

CANCELLATION

**Proof of Insurance**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 



State Of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE



License Number: **765851**

CLASSIFICATION: PART

Business Name: NATIONAL DEMOLITION  
CONTRACTORS

Classification: C21 ASB C12 HAZ A



Expiration Date: 07/31/2011



DRAFT – CONSTRUCTION AGREEMENT EXAMPLE

REQUEST FOR BIDS FOR THREE (3) DEMOLITION AND  
CLEAN UP PROJECTS

**AGREEMENT**

[[[ NAME OF AGREEMENT ]]]

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and \_\_\_\_\_, a California Corporation, hereinafter referred to as "Contractor". City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

**WITNESSETH:**

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

1. General Conditions

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

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

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

2. Materials and Labor

Contractor shall furnish, under the conditions expressed in the Agreement Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by City, to construct and complete the Project, in good workmanlike and

substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Agreement price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees. Nothing in this Agreement shall be deemed to limit the legal and/or equitable remedies available to City.

3. Project

The Project is described as:

\_\_\_\_\_

4. Plans and Specifications

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

**[[[[[[[[ NAME OF PROJECT ]]]]]]]]]**

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

5. Time of Commencement and Completion

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

\_\_\_\_\_  
Contractor Initials

\_\_\_\_\_  
City Initials

6. Legal Relationship between the Parties

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

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

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

7. Time is of the Essence

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

8. Excusable Delays

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

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

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

9. Extra Work

The Agreement price as set forth in Section 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City's Engineer or Director of Public Works specifying the exact nature of the extra work and the amount of extra compensation to be

paid as more particularly set forth in Section 10 hereof.

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

10. Changes in Project

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

the Drawings and Specifications unless a change therefrom is authorized in writing by City. Under no condition shall Contractor make any changes to the project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefore shall be submitted without delay by Contractor to City.

11. Ownership of Documents

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

12. Liquidated Damages for Delay

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in Section 5 plus the allowance made for delays or extensions authorized under Sections 8, 9, and 10, City will sustain damage, which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) per day, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

13. Agreement Price and Method of Payment

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

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

Thereafter, Contractor may submit monthly statements requesting payment based upon the value of the work completed and materials used. The monthly statements must include a detailed breakdown of all work completed and materials used during the period covered by the statement, as may be required by

City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety percent (90%) of the work completed and materials used. City shall retain ten percent (10%) of the amount of each such progress estimate and material cost until the Final Payment.

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

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

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

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

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

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

#### 15. Completion

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

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

16. Contractor's Employees Compensation

A. General Prevailing Rate:

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

B. Forfeiture for Violation:

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

C. Apprentices:

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

D. Workday:

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

Contractor in connection with this Project.

E. Record of Wages; Inspection:

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

17. Surety Bonds

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

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

18. Insurance

- A. Contractor is aware of the provisions of California Labor Code section 3700 that requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents, and employees and shall

issue an endorsement certificate to the policy evidencing same.

- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under Section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

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

combined single limit per occurrence.

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

19. Indemnity

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

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

20. Termination

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.
- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, procurement costs of the same or similar services defaulted by Contractor under this Agreement.
- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated



23. Licenses and Qualifications

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

24. Warranty

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

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

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

25. Assignments

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

26. Successors in Interest

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

27. Compliance with Law

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

28. Jurisdiction

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

29. Dispute Resolution

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

30. Safety and Health

Contractor acknowledges the provisions of California Labor Code section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened that may present a danger or hazard to any and all employees. In the event City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. City may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by City to Contractor in accordance with the provisions of this section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against City.

31. Agreement Execution Authorization

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

32. Entire Agreement

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

33. Severability

DRAFT – CONSTRUCTION AGREEMENT EXAMPLE

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

34. Conflicts

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

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

CITY OF PLACENTIA

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

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

(CONTRACTOR)

By \_\_\_\_\_

## REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA

### REQUEST FOR BIDS FOR THREE (3) DEMOLITION AND CLEAN UP PROJECTS

1. ATWOOD AUTOMOTIVE PROPERTY (RFB-R-1001)
2. BAKER STREET COMMERCIAL BUILDING (RFB-R-1002)
3. 738 W. LA JOLLA STREET (RFB-R-1003)

The Redevelopment Agency of the City of Placentia (Agency) invites the submission of sealed bids for the demolition and clean up of Agency-owned property and private property subject to Public Nuisance proceedings located within the City of Placentia. All three projects are to be considered three (3) separate and distinct projects, to be submitted under separate sealed bids and the Agency reserves the right to award one, two or all projects to one or more proposer(s).

The projects, as numbered, are located at the following locations:

1. At and adjacent to 1616 Atwood and 1617 Oak Street (APNs: 346-181-05, -06, -07, -30, -35, and -36).
2. At 307/311 Baker Street (formerly 333 S. Melrose Avenue), Placentia, CA 92870 (APN: 339-391-14, and -15)
3. 738 W. La Jolla Street, Placentia, CA 92870. (APN: 344-011-12)

The projects are described as follows and information for each project is attached.

1. ATWOOD AUTOMOTIVE PROPERTY  
(Full description attached as Exhibit 1) Reference Number (RFB-R-1001)
2. BAKER STREET COMMERCIAL BUILDING  
(Full description attached as Exhibit 2) Reference Number (RFB-R-1002)
3. 738 W. LA JOLLA STREET  
(Full description attached as Exhibit 3) Reference Number (RFB-R-1003)

### REQUEST FOR BID INFORMATION

#### 1. LICENSE REQUIREMENTS.

**California Contractors License** – Each bidder shall possess a valid California contractor's license in good standing and in the classification of B (General Building Contractor). The contractor handling the demolition shall possess a valid California contractor's license in good standing and in the classification of C21 (Building Moving / Demolition Contractor). They shall also possess an ASB and HAZ certificate. Evidence of said insurance and certificates shall be included in the bid. Bids that do not contain this information will be considered non-responsive and rejected.

**City of Placentia Business License** – The awarded individual or firm shall obtain a City of Placentia Business License within 15 calendar days of the date of the notification of award. Failure to obtain said license within the time prescribed above

will be cause for cancellation of the award and selection of another qualified individual or firm.

2. **INSURANCE REQUIREMENTS.** See attached insurance requirements (Attachment A).
3. **BID BOND.** Each bid shall be accompanied by a bid bond issued by a corporate surety, for an amount not less than ten percent (10%) of the aggregate of the bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded to the bidder. Said bid bond shall be valid for 90 days from the bid closing date. The signature of the bidder on the bid bond must be notarized. Bids that do not contain a proper bid bond will be considered non-responsive and rejected.
4. **PERFORMANCE BOND.** Prior to execution of the Contract, the awarded individual or firm shall submit a performance bond issued by a corporate surety properly licensed to do business in the State of California. The signature of the bidder on the performance bond must be notarized. Failure to comply with this requirement within 15 calendar days of the date of the notice of award will be cause for cancellation of the award and selection of another qualified individual or firm.
5. **NON DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY.** The Agency is an affirmative action employer. Bidders shall not discriminate in their employment with regard to race, color, religion, sex, or national origin. Qualified firms including small businesses and businesses owned by women, minorities and disabled persons are encouraged to submit proposals. The Certification of Non-Discrimination by Contractors (Attachment B), must be completed and included in the bid. Bids that do not contain this document will be considered non-responsive and rejected.
6. **PREVAILING WAGE.** This project is subject to the requirements of the California Labor Code which stipulates that not less than the prevailing wage rate of per diem wages for each craft or type of worker or mechanic needed to execute the contract in the locality in which the work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as determined by the Director of Industrial Relations of the State of California (DIR), shall be paid to all workers employed. The selected firm will be required to prepare and maintain all documentation necessary to comply with the requirements the California Labor Code.
7. **PERSONNEL / SUBCONTRACTORS.** Each bid shall include a list of all personnel that will be directly providing the services, including their experience, licenses and certificates. The List of Subcontractors (Attachment C) must be completed and included in the bid. Bids that do not contain this document will be considered non-responsive and rejected.
8. **REFERENCES.** Each bid shall contain a minimum of three (3) references (name, title, address and phone number) of whom the Agency may contact to verify services rendered or currently being provided. Public agency referrals are

preferable. A separate sheet titled "Contractor's References" must be completed and included in the bid. It is the contractor's responsibility to insure that the contact information is accurate and up-to-date. Bids that do not contain this document or bids containing information that is subsequently proven false will be considered non-responsive and rejected.

9. **JOB WALK.** The Agency will conduct job walks on Thursday, October 7, 2010 for the following projects as described:

Project 1: 1616 Atwood Avenue from 2:00 PM to 2:45 PM.  
Project 2: 307/311 Baker Street from 3:00 PM to 3:45 PM.  
Project 3: No access to the building site, proposer to view from public sidewalk area on their own.

Attendance at the job walks is highly recommended, but not mandatory.

10. **BIDDER'S INSPECTION.** All bidders are responsible for thoroughly examining the job site, and if available, plans, specifications and hazardous materials surveys. They are responsible for knowledge of all existing conditions and limitations that may have an effect on the job. Bidder's price shall include a sufficient sum to cover all items that are required or implied for a complete project. Errors, omissions or discrepancies shall be called to the attention of the Agency and clarified prior to the submission of bids. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of the work necessary for the satisfactory completion of the job.
11. **REQUESTS FOR INFORMATION.** Requests for information (RFI) will be accepted beginning Monday, October 11, 2010 at 8:00 AM and ending Thursday, October 14, 2010 at 5:00 PM. Please email your requests to Ken Domer at [kdomer@placentia.org](mailto:kdomer@placentia.org). All RFIs will be posted on the City's website at the same location as the bid.
12. **PROJECT SCHEDULE.** Each bid shall contain a Project Schedule showing the proposed timeline from beginning to end. Bids that do not contain this document will be considered non-responsive and rejected.
13. **FEE SCHEDULE.** A separate sheet titled "Fee Schedule" must be completed and included in the bid. Bids that do not contain this document will be considered non-responsive and rejected.
14. **BID REJECTION.** The Agency reserves the right to reject any or all bids submitted and is not liable for pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the offeror in: (a) preparing the proposal in response to this RFB; (b) submitting that proposal to the Agency; (c) negotiating with the Agency in any manner related to this bid; or (d) any other expenses incurred by offeror prior to date of award, if any, of the contract. Offeror shall not include any such expenses as part of the bid in response to this RFB.

- 15. ACCEPTANCE AND NOTIFICATION.** Following approval by Board of Directors, the Agency will notify the successful individual or firm by mail of award and requested to furnish the appropriate insurance certificates and a performance bond. The insurance certificates and performance bond must be submitted to the Agency no later than 15 calendar days after the notice of award. Failure to comply with this requirement may be cause for cancellation of the award. After the Agency receives and approves the certificates of insurance and performance bond the Agency and successful bidder will execute a contract. A sample of the contract is included as Attachment D.
- 16. SUBMISSION & DEADLINE.** All proposals shall be submitted in a sealed envelope to: Redevelopment Agency of the City of Placentia, ATTN: Ken Domer, Assistant City Administrator, 401 E. Chapman Avenue, Placentia, California 92870.

**DEADLINE: Thursday, October 21, 2010 at 2:00 PM. Facsimiles will not be accepted. The Agency will conduct a public bid opening on Thursday, October 21, 2010 at 2:15 PM at City Hall, 401 E. Chapman Avenue, Placentia CA 92870, City Clerk's Office. Attendance is not mandatory. The lowest bid will be announced for each of the three (3) projects. At a later date and time following bid opening, staff will review all bids to ensure compliance with the mandatory requirements and to make final selection for each project. The Agency may or may not award each project and reserves the right to reject one or all bids. All bids shall be good for 90 days from the deadline date.**

Included with this "Request for Bid/Demolition" document is a "Project Description" form. Your attention in particular is directed to the requirements set forth in the "Project Description" form, which is to be completely followed. These items, along with an "Acceptance of Proposal/Notice to Proceed" letter that will be issued to the lowest responsible bidder (Contractor), shall comprise the Contract between the Agency and Contractor.

All bids must be submitted in a "**Line Item**" format, which identify the cost associated with each line item and a cumulative bid amount.

Each Project is to be separately bid upon.

At the Agency's sole discretion it may remove any line item from the bid(s) received prior to the award or execution of an agreement.

**Your bid proposal must be received at the following address on or before October 21, 2010 at 2:00 PM.**

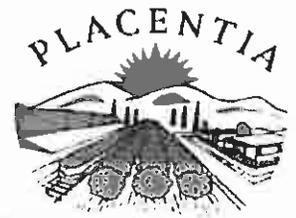
**Redevelopment Agency of the City of Placentia**  
ATTN: Ken Domer, Assistant City Administrator  
401 E. Chapman Avenue  
California, California 92870

Project Reference Number: RFB-R-10\_\_

# REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA

## REQUEST FOR BIDS FOR THREE (3) PROJECTS

### PROJECT DESCRIPTION



REDEVELOPMENT AGENCY

#### 1. ATWOOD AUTOMOTIVE PROPERTY DEMOLITION AND CLEAN UP

Project Location: At and adjacent to 1616 Atwood and 1617 Oak Street (APNs: 346-181-05, -06, -07, -30, -35, and -36).

The property is a former automotive repair business within a residentially zoned neighborhood. The property, now vacant, is approximately 15,092 square feet in size and consists primarily of cement surface surrounded on four sides by a six to eight foot high masonry/other material wall. The remaining structure is an approximate 1,900 square foot steel post and metal roof canopy and an approximate 50 square foot outbuilding containing a single restroom. A Phase I and II environmental site assessment was completed on this site and is available.

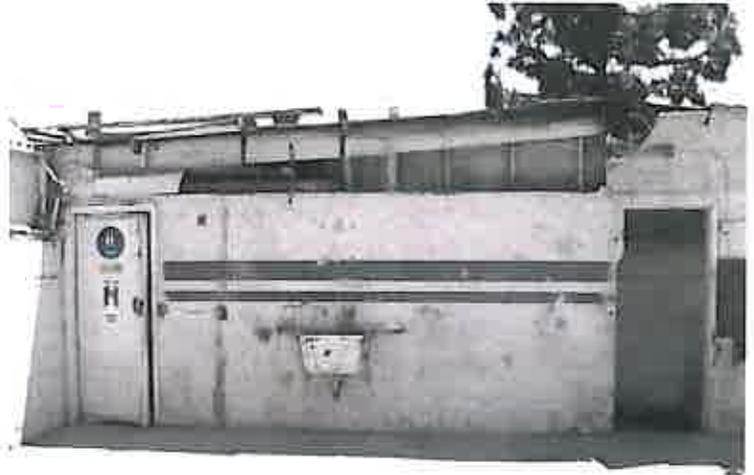
Your proposal should consist of the following, but not limited to:

- the cost to remove the canopy structure
- demolish the outbuilding, including the removal and proper capping of sewer lateral connection
- removal of masonry wall, wrought iron, wood extensions and/or chain link fencing per Agency direction
- saw cutting to required height masonry wall per Agency direction
- removal of remnant metal posts/structures/shelving and cabinetry
- removal and recycling of approximately 15,000 square feet of concrete surface
- removal of footings and necessary backfilling to grade
- removal of all trash and debris
- installation of fencing with green screen for site protection
- secure all local and state required permits
- asbestos abatement or other hazardous materials disposal (if applicable)

Location Map:



Site Photos:



RESOLUTION NO. RA-2010-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA AUTHORIZING EXPENDITURE OF LOW AND MODERATE HOUSING INCOME FUNDS FOR DEMOLITION OF AGENCY-OWNED PROPERTIES AT OR NEAR 1616 ATWOOD AND AWARDING A CONTRACT FOR DEMOLITION AND RELATED SITE CLEARANCE.

**A. Recitals.**

(i) The Redevelopment Agency of the City of Placentia ("Agency") purchased six (6) parcels located at or near 1616 Atwood in the City of Placentia, California (APNs 346-181-05, -06, -07, -30, -35, -36) on August 5, 2010 (the "Properties").

(ii) The Agency utilized Low and Moderate Income Housing Funds to purchase the Properties based on the Agency's intent to utilize the Properties for future affordable housing opportunities.

(iii) The Properties are located in a primarily low and moderate income area outside of the boundaries of the Agency, but within the City of Placentia.

(iv) The Agency intends to demolish the remaining structures of a non-conforming automotive use which contributed a blighting influence to the immediate residential neighborhood also using monies from the Low and Moderate Income Housing Fund.

(v) The use of monies from the Low and Moderate Income Housing Fund will benefit the supply of affordable housing within the City of Placentia and will further the interests of the Agency in that regard.

(vi) The Agency, under direction of the Executive Director, solicited bids from properly licensed demolition contractors in a competitive bidding process.

(vii) On October 21, 2010 Agency staff opened the bids in a public place and determined the lowest, most responsive, responsible bidder.

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

**B. Resolution**

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE:

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

2. Based upon the bids received, the Agency hereby awards the contract for demolition of the Properties to: National Demolition Contractors and directs the Chairman and Secretary to execute the demolition contract.

3. The Executive Director shall utilize monies from the Low-Moderate Income Housing Fund for the demolition and site-clearance of the Properties.

PASSED ADOPTED AND APPROVED this 16<sup>th</sup> day of October, 2010.

\_\_\_\_\_  
JOSEPH V. AGUIRRE, CHAIRMAN

Attest:

\_\_\_\_\_  
PATRICK J. MELIA, SECRETARY

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, Secretary of the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Redevelopment Agency of the City of Placentia held on the 16<sup>th</sup> day of October, 2010 by the following vote:

AYES:	AGENCY MEMBERS:
NOES:	AGENCY MEMBERS:
ABSENT:	AGENCY MEMBERS:
ABSTAIN:	AGENCY MEMBERS:

PATRICK J. MELIA, SECRETARY

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, AGENCY COUNSEL