



## Regular Meeting Agenda May 3, 2011

Placentia City Council  
Placentia Redevelopment Agency  
Placentia Industrial Commercial  
Development Authority

### *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.*

Scott W. Nelson  
Mayor

Jeremy B. Yamaguchi  
Mayor Pro Tem

Joseph V. Aguirre  
Council Member

Constance M. Underhill  
Council Member

Chad P. Wanke  
Council Member

Patrick J. Melia  
City Clerk

Craig S. Green  
City Treasurer

Troy L. Butzlaff, ICMA-CM  
City Administrator

Andrew V. Arczynski  
City Attorney

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

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

### **Special Accommodations**

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

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

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

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

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**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
SPECIAL MEETING AGENDA – STUDY SESSION  
May 3, 2011  
5:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

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

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA – EXECUTIVE SESSION**

**May 3, 2011**

**5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

**CITY COUNCIL:**

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

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

Employee Group: Placentia City Employees Association (PCEA)

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

**RDA:** None

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

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY AND  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
May 3, 2011  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Richard Kryder, Police Chaplain

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

- a. Retirement Recognition of Chief of Police James Anderson  
Recipient: James Anderson  
  
Supervisor Shawn Nelson's Office  
Presenter: Greg Sowards  
  
Assemblymember Chris Norby's Office  
Presenter: Craig Green  
  
Senator Bob Huff's Office  
Presenter: Jody Roberto  
  
City of Placentia  
Presenter: Mayor Nelson
- b. Introduction of New Chief of Police Rick Hicks  
Presenter: Mayor Nelson and City Administrator Troy L. Butzlaff
- c. Public Works Recognition Week  
Recipient: Director of Public Works Steve Drinovsky  
Presenter: Mayor Nelson and City Administrator Troy L. Butzlaff
- d. Proclamation Designating the Week of May 1-7, 2011, as Public Service Recognition Week, in Placentia, California  
Recipient: City Administrator Butzlaff  
Presenter: Mayor Nelson
- e. Proclamation Designating the Week of May 15-21, 2011, as American Legion Auxiliary Memorial Poppies Week, in Placentia, California  
Presenter: Pat Alvarez

**EXECUTIVE SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

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

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

The purpose of these reports is to provide information on projects and programs that are discussed at interagency board, committee, and commission meetings. No decisions are to be made on these issues. If a Council or Board Member would like formal action on any of the discussed items it will be placed on a future Council or Board Agenda.

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

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

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

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Financial Impact: None  
Recommended Action: Approve
  
- b. **Minutes**  
**City Council/RDA Regular Meetings - April 5, 2011 and April 19, 2011**  
Recommended Action: Approve
  
- c. **City Warrant Register for April 20, 2011 through May 3, 2011**  
Financial Impact: \$895,033.60  
Recommended Action: Approve
  
- d. **Agency Warrant Register for April 20, 2011 through May 3, 2011**  
Financial Impact: \$4,301.94  
Recommended Action: Approve
  
- e. **Award a Contract to Pavement Coating Company for Construction of the FY 2010-2011 Slurry Project and Approval of Plans and Specifications Prepared by Harris & Associates for the FY 2010-2011 Slurry Seal Project**  
Financial Impact: Expense: \$137,952.70 for construction; \$111,973.00 Budgeted in FY 2010-2011 Budget, Account #333552-6185 J/L 61058, \$25,979.70 Budget Transfer from Account #333552-6013 J/L 61004 to Account #333552-6185 J/L 61058  
Revenue: Local Proposition 42 Funding - \$111,973.00  
Community Facilities District Funding - \$25,979.70  
Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by Harris & Associates dated March 31, 2011, for the FY 2010-2011 Slurry Seal Project
- 2) Award the construction contract to the lowest responsive and responsible bidder, Pavement Coating Company, for an amount not to exceed \$125,411.55
- 3) Reject all other bids
- 4) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an aggregate amount not to exceed 10-percent of the project construction cost
- 5) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney
- 6) Approve the attached budget resolution appropriating \$25,979.70 to Account 333552-6185 J/L 61058 (Capital Projects – FY 2010-2011 Slurry Seal Project) from Account 333552-6013 J/L 61004 (Capital Projects – Madison Avenue at Bradford Avenue Intersection Improvement Project – Right-Of-Way)

f. **Approve Cooperative Agreement C-1-2483 Between the Orange County Transportation Authority and the City of Placentia for Senior Mobility Program**

Financial Impact:

Expense: \$9,526 per Fiscal Year – AB2766 Subvention Funds

Revenue: \$38,106 per Fiscal Year – Measure M Grant from OCTA

Recommended Action: It is recommended that the City Council:

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

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

Financial Impact:

Recommended Action: It is recommended that the City Council:

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

**COUNCIL CONSENT CALENDAR:** None

**AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL:** None

**AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

- a. **Second Reading and Adoption - Amendment to City Ordinance to Prohibit Dogs From Athletic Fields and Playground Areas**  
Financial Impact: Negligible  
Recommended Action: It is recommended that the City Council:
  - 1) Conduct second reading by title only and adopt, Ordinance O-2011-03, An ordinance of the City Council of the City of Placentia, California, adding a new section 14.08.090(5) to Chapter 14.08 of Title 14 of the Placentia Municipal Code Relating to the prohibition of dogs and specified areas of City parks, including exceptions thereto
  
- b. **Adoption of City Council Resolution Approving and Adopting the City of Placentia Policy No. 534 Pertaining to Employment Eligibility Verification**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Adopt Resolution R-2011-14, A resolution of the City Council of the City of Placentia approving and adopting a policy procedure for employment eligibility verification
  - 2) Authorize the City Administrator to execute all documents related to the implementation of E-Verify

**4. NEW BUSINESS:**

**COUNCIL NEW BUSINESS:**

- a. **Award of Contract for Cost Allocation Plan/Fee Study**  
Financial Impact: Expense \$31,775.00  
Recommended Action: It is recommended that the City Council:
  - 1) Authorize the City Administrator to enter into a contract, in form approved by the City Attorney, with Willdan Financial Services for a Cost Allocation Plan/Fee Study

**AGENCY NEW BUSINESS:**

- b. **Adoption of Resolution Authorizing Payment of 2010-2011 Supplemental Education Revenue Augmentation Fund (SERAF) to the State of California**  
Financial Impact: Expense up to \$173,378.00  
Recommended Action: It is recommended that the Board of Directors:
  - 1) Adopt Resolution RA-2011-09, A resolution of the Redevelopment Agency of the City of Placentia making certain findings with respect to the 2010-11 Payment to the Supplemental Educational Revenue Augmentation Fund and other matters properly relating thereto

**ICDA NEW BUSINESS:** None

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

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

**ADJOURNMENT:**

The City Council/Redevelopment/ICDA Agency Board of Directors will adjourn to May 17, 2011.

*In  
Memory  
Of  
Patricia Van Houten  
Wife of Retired City of Placentia  
Police Services Supervisor Brooks Van Houten*

**CERTIFICATION OF POSTING**

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Placentia Redevelopment Agency and the Industrial Commercial Development Authority, hereby certify that the Agenda for the May 3, 2011, meetings of the City Council, Redevelopment Agency, and Industrial Commercial Development Authority was posted on April 28, 2011.

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Tania Moreno, Deputy City Clerk

## POPPY PROCLAMATION

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and,

WHEREAS, millions who have answered the call to arms have died on the field of battle. The sacrifices of those who have lost their lives, their health or their livelihood as a result of their military service are rightly the concern of all citizens; and,

WHEREAS, a nation at peace must be reminded of the price of war and the debt owed to those who died in war; and,

WHEREAS, the American Legion Auxiliary's red memorial poppy has been designated as a symbol of sacrifice of lives in all wars; and,

WHEREAS, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial poppy; and

WHEREAS, the annual offering of the memorial poppies by the American Legion Auxiliary offers an opportunity for the people of this community to express their solicitude for those unfortunate persons who have paid more than their share of the cost of freedom; and,

WHEREAS, the American Legion Auxiliary memorial poppies are assembled by the hospitalized, disabled veterans and the proceeds of this worth campaign are used exclusively for the benefit of disabled and needy veterans and the widows and orphans of deceased veterans, in the desire to Honor the Dead by Helping the Living.

NOW THEREFORE, BE IT PROCLAIMED, that we, the members of the Placentia City Council do hereby urge all citizens of this community to recognize the merits of this cause by contributing generously to its support, through the purchase of memorial poppies during the week of May 15<sup>th</sup> through May 21<sup>st</sup>. We urge all patriotic citizens to wear a POPPY as mute evidence of our gratitude to the men and women of this country who have risked or lost their lives in fulfilling their obligations as American citizens.

IN WITNESS WHEREOF, we have hereunto set my hand and caused to be affixed the official seal of Placentia, California this 3rd day of May, 2011.



# Proclamation

*In honor of the millions of public employees at the federal, state, county, and city levels:*

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, public employees take not only jobs, but oaths; and

WHEREAS, many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers. . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

NOW THEREFORE BE IT RESOLVED that the City of Placentia City Council does hereby proclaim the week of May 1-May 7, 2011, as

## **Public Service Recognition Week**

*and all citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels – federal, state, county and city.*

Dated this 3<sup>rd</sup> day of May 2011.

SCOTT W. NELSON, Mayor

ATTEST:

PATRICK J. MELIA, City Clerk

**PLACENTIA  
CITY COUNCIL AND REDEVELOPMENT AGENCY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
April 5, 2011  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Chairman Nelson called the meeting to order at 5:40 pm.

**ROLL CALL:**

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

Councilmember Aguirre arrived at 5:45 p.m.

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
3. Pursuant to Government Code Section 54957.6 for Conference with City’s Labor Negotiator as follows:  
  
City Representatives: Troy L. Butzlaff, City Administrator  
Stephen D. Pischel, Director of Administrative Services and Community Services  
  
Employee Group: Placentia City Employees Association (PCEA)
4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation – City Administrator
5. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
  - A. Property 1530 N. Valencia Avenue, APN 336-054-21  
City Negotiator: Troy Butzlaff, City Administrator  
Negotiating Parties: HQT Homes  
Under Negotiations: Price and Terms of Payment
  - B. Property 2999 E. La Jolla Avenue, APN 344-102-09  
City Negotiator: Troy Butzlaff, City Administrator  
Negotiating Parties: Clean Energy and Trillium USA  
Under Negotiations: Price and Terms of Payment

**RDA:**

1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:  
Property: 229 Alta Street, Placentia, CA 92870 APN: 339-061-10  
Agency Negotiator: Troy Butzlaff, City Administrator/Executive Director  
Under Negotiations: Disposition of Real Property

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

**ROLL CALL:**

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

**STAFF PRESENT:** City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; 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 Director, Karen Ogawa; Police Chief, James Anderson; Recreation Services Manager, Mike Kudron; Police Captain, Ward Smith; Deputy City Clerk, Tania Moreno

**INVOCATION:** Ed Faulk, Police Chaplain

**PLEDGE OF ALLEGIANCE:** Councilmember Joseph Aguirre

**PRESENTATIONS:**

- a. Introduction of New Employees – Austin Martinez, Community Services Officer  
Saul Nungaray, Maintenance Worker  
Larry Johnson, Police Officer
- b. Introduction of New Police Chaplain – Rabbi Kenneth Milhandler
- c. Proclamation Recognizing Police Officer Larry Worden’s Retirement  
Recipient: Police Officer Larry Worden  
Presenter: Chief of Police James Anderson
- d. Miss Placentia/Miss Placentia Outstanding Teen and Miss Yorba Linda/Miss Yorba Linda Outstanding Teen, Executive Director of Miss Placentia Kathi Baldwin  
Recipients: Whitney Thomas, Jinnie Rhee, Jordan Krinke, Anneliese Klages and Kathi Baldwin  
Presenter: Mayor Nelson, Representations Craig Green, Assemblyman Norby’s Office and Greg Sowards, Supervisors Shawn Nelson’s Office
- e. Proclamation Designating the Month of April 2011, as the Wyland Mayor’s Challenge for Water Conservation  
Recipient: Steve Creech, Vice President  
Presenter: Mayor Nelson

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

**CITY ADMINISTRATOR REPORT:** City Administrator Butzlaff reported on the following items: Shred Day event on April 16, 2011.

**ORAL COMMUNICATIONS:**

Ricardo Ibarra, Placentia American Region Post 277, requested that the City of Placentia amend an ordinance to allow remote bingo. He provided City Council with documents.

Bryan Cox expressed his concerns regarding the Placentia Underpass Construction Project unsafe conditions, the need to install a bicycle lane, and recommended that the City create a bicycle committee.

Riordan Zavala expressed his concerns regarding a lawsuit filed by the City against Doris M. Zavala. He provided City Council with documents.

Michael Chapman expressed his concerns regarding the health benefits and pension that elected officials receive, bicycle safety and transportation, the City's use of eminent domain, and the need to review the project traffic study.

Tim Peiffer expressed his concerns regarding the lack of bicycle safety and Placentia Underpass Construction Project unsafe conditions.

Jane Rands, City of Fullerton Bicycle Sub-Committee, spoke regarding the importance of bicycle and transportation safety and the California Complete Streets Project.

Denny Bean, resident, requested that the City help protect the West Coyote Hills from a proposed project. He provided City Council with documents.

Greg Sowards, resident, spoke regarding the health benefits provided to elected officials, the use of friendly eminent domain by the City, the Underpass Construction Project and bicycle safety, and congratulated Officer Larry Worden on his retirement.

Craig Green, resident, requested that agenda item 4.b. be pulled off the agenda and allow the Financial Audit Oversight Committee to discuss this item.

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

Councilmember Wanke commented and reported as follows: Orange County Vector Control Committee meeting on March 17<sup>th</sup>, Santa Ana River Flood Protection River meeting on March 24<sup>th</sup>, and wished Officer Larry Worden and his own son a happy birthday.

Mayor Pro Tem Yamaguchi commented and reported as follows: Requested that the Kraemer Avenue and Bastanchury traffic study be available to the public, hosting a community meeting to discuss bicycle safety issues, and his attendance to the Orange County Council Boy Scouts Annual Recognition Dinner.

Mayor Nelson commented and reported as follows: Councilmember Wanke, City Administrator Troy Butzlaff and he attended a meeting in Sacramento hosted by Senator Bob Huff regarding redevelopment agencies. He noted his interview with KCAL regarding city trees. He commented on elected officials health benefits and pension, and the Financial Audit Oversight Committee.

#### **1. CONSENT CALENDAR (Items 1.a. through 1.j.):**

City Administrator Troy Butzlaff noted a correction to item 4.g. the minutes of the March 15, 2011 meeting. The change reflects Mayor Pro Tem Yamaguchi opposing vote on item 1.g.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, to approve Consent Calendar Item Nos. 1.a. through 1.j. City Warrant Register number 72204

was removed by Councilmember Wanke. Mayor Nelson recused himself from voting on City Warrant Register number 72151.

**COUNCIL/AGENCY CONSENT CALENDAR:**

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Financial Impact: None  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**
- b. **Minutes**  
**City Council/Agency Regular Meeting – March 15, 2011**  
Recommended Action: Approve  
**(APPROVED 5 – 0, as amended)**
- c. **City Warrant Register for March 16, 2011 through April 5, 2011**  
Financial Impact: \$1,374,292.14  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**
- d. **Agency Warrant Register for March 16, 2011 through April 5, 2011**  
Financial Impact: \$116,558.71  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

- e. **Approval of 2011 Heritage Festival Date, Location, Theme and Parade Route**  
Financial Impact: To be determined  
Recommended Action: It is recommended that the City Council:  
1) Approve the Heritage Festival Committee's recommendation of event date, location, theme and parade route  
**(APPROVED 5 – 0, as recommended)**
- f. **Appropriation of Prop 69 Funding and Authorization to Purchase Evidence Storage Lockers and a Duplex Drying Cabinet for the Police Department**  
Financial Impact:  
\$53,173.00 Revenue Appropriation to Miscellaneous Grants (#500000-4210/JL 50038) FY 2010/2011 Budget  
\$53,087.37 Expenditure Appropriation to Capital Improvement Project (Account #333554-6185/JL 50038) FY 2010/2011 Budget  
Recommended Action: It is recommended that the City Council:  
1) Approve the appropriation of Prop 69 funding from the County of Orange in the amount of \$53,173.00  
2) Authorize the purchase of Spacesaver evidence storage lockers from McMurray Stern in an amount not to exceed \$43,047.37  
3) Authorize the purchase of an evidence drying rack from AirClean Systems in an amount not to exceed \$10,040.00  
4) Authorize the City Administrator to execute all necessary documents to effectuate these actions  
**(APPROVED 5 – 0, as recommended)**

- g. **Memorandum of Understanding with Orange County Transportation Authority for the Yorba Linda Boulevard Traffic Light Synchronization Program Project**  
Financial Impact: Minimum maintenance costs  
Recommended Action: It is recommended that the City Council:
  - 1) Approve Memorandum of Understanding C-1-2463 with the OCTA giving permission to complete the Yorba Linda Boulevard Traffic Light Synchronization Program Project
  - 2) Authorize the Mayor to execute the subject Memorandum of Understanding on behalf of the City**(APPROVED 5 – 0, as recommended)**
  
- h. **Receive and File of Fiscal Year 2009/10 Annual Financial Report**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Receive and file the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2010**(APPROVED 5 – 0, as recommended)**
  
- i. **Corrective Action Plan for the Independent Audit for Fiscal Year 2009-10**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Receive and file the Corrective Action Plan for the year ended June 30, 2010**(APPROVED 5 – 0, as recommended)**

**AGENCY CONSENT CALENDAR:**

- j. **2010 Housing Element Annual Progress Report**  
Financial Impact: Not Applicable  
Recommended Action: It is recommended that the Agency Board:
  - 1) Receive and file the 2010 Housing Element Annual Progress Report for 2010**(APPROVED 5 – 0, as recommended)**

**2. PUBLIC HEARINGS:**

**COUNCIL:** None

**AGENCY:** None

**3. OLD BUSINESS:**

- a. **Second Reading and Adoption - Amendment of Chapter 3.08 of Title 3 of the Placentia Municipal Code Relating to Expenditures Without Competitive Bidding in Response to Emergencies**  
Financial Impact: Not applicable  
Recommended Action: It is recommended that the City Council:
  - 1) Second reading and adoption, Ordinance No. O-2011-02, An Ordinance of the City Council of the City Placentia, California, adding a new section 3.08.140 to Chapter 3.08 of Title 3 of the Placentia Municipal Code

relating to expenditures without competitive bidding in response to emergencies within the City of Placentia  
**(APPROVED 4 – 1, as recommended)**

City Administrator Troy Butzlaff provided a staff report.

A staff report was provided by City Attorney Arczynski. Discussion ensued among Council and City staff regarding this item.

A motion was made by Councilmember Wanke, seconded by Councilmember Underhill, was carried (4 - 1) adopt Ordinance No. O-2011-02.

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

b. **Resolution Approving the Appeal of Entertainment Permit Denial:  
Mariscos Playa de Corales – 640 W. Chapman Avenue**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2011-10, A resolution of the City Council of the City of Placentia, California, granting an entertainment permit for 640 W. Chapman Avenue – Mariscos Playa de Corales

**(APPROVED 3 – 2, as recommended)**

City Administrator Butzlaff provided a staff report.

A staff report was provided by City Attorney Arczynski. Discussion ensued among Council and City staff regarding this item.

A motion made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, failed (2 - 3) to remove the last sentence of Section B.2 of Resolution R-2011-10 and approve Resolution R-2011-10 as amended.

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

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Yamaguchi, was carried (3 – 2) to approve Resolution R-2011-10 as presented.

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

**4. NEW BUSINESS:**

**COUNCIL/AGENCY:**

a. **Appointments to Commissions and Committees**

Financial Impact:

Recommended Action: It is recommended that the City Council:

- 1) Make appointments to fill vacancies on the Planning Commission (1), Audit Oversight Committee (2), and Heritage Festival Committee (1)

**(APPROVED PER BELOW SELECTION APPOINTMENT)**

A recess was taken by City Council.

City Administrator Troy Butzlaff provided a staff report and overview of process.

Mayor Nelson opened nominations for the **Financial Audit Oversight Committee**.

Councilmember Aguirre nominated, and Mayor Pro Tem Yamaguchi seconded the nomination of candidate Kevin Larson for term ending July 1, 2013. Seeing no other nominations, Mayor Nelson closed the nominations.

A motion was made by Councilmember Aguirre, seconded by Mayor Pro Tem Yamaguchi, and carried (5 - 0) to appoint Kevin Larson to fill the unexpired term for the Financial Audit Oversight Committee, ending July 1, 2013.

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

Mayor Pro Tem Yamaguchi nominated, and Councilmember Underhill seconded the nomination of candidate Dwayne DeRose for term ending July 1, 2012. Seeing no other nominations, Mayor Nelson closed the nominations.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Underhill and carried (5 - 0) to appoint Dwayne DeRose to fill the unexpired term for the Financial Audit Oversight Committee, ending July 1, 2012.

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

Mayor Nelson opened nominations for the **Heritage Committee**.

Councilmember Underhill nominated, and Councilmember Wanke seconded the nomination of candidate Jim Cucalon. Seeing no other nominations, Mayor Nelson closed the nominations.

A motion was made by Councilmember Underhill, seconded by Councilmember Wanke, and carried (5 - 0) to appoint Jim Cucalon to the Heritage Committee, non-expiring term.

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

Mayor Nelson opened nominations for the **Planning Commission**.

Councilmember Wanke nominated, and Mayor Nelson seconded the nomination of candidate Thomas Solomonson for term ending July 1, 2012. Seeing no other nominations, Mayor Nelson closed the nominations.

A motion was made by Councilmember Wanke, seconded by Mayor Nelson, and carried (5 - 0) to appoint Thomas Solomonson to fill the unexpired term for the Planning Commission, ending July 1, 2012.

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

**COUNCIL NEW BUSINESS:**

b. **Request for Proposal for Professional Auditing Services**

Financial Impact:

Expense: Approximately \$60,000 in Fiscal Year 2011/12

Recommended Action: It is recommended that the City Council:

- 1) Authorize staff to issue a Request for Proposal for Auditing Services for Fiscal Year 2010-11

**(APPROVED 5 – 0, as recommended)**

City Administrator Troy Butzlaff provided a staff report. He noted that a correction was made on page 15 of the staff report. The change reflects revised language pertaining to the selection process of the professional auditing service company.

Discussion ensued among Council and City staff regarding this item.

Mayor Nelson recommended that the Financial Audit Oversight Committee and subcommittee recommended the professional auditing service company to the City Council.

A motion was made by Mayor Nelson, seconded by Mayor Pro Tem Yamaguchi, was carried (5 - 0) to revise the language and to put out the request for proposal for auditing services for Fiscal Year 2010-11.

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

**AGENCY NEW BUSINESS:**

c. **Reimbursement of Capital Project Fund for Prior Property Transaction – 229 Main Street**

Financial Impact:

Expense: \$185,000 from RDA 20% Fund

Offsetting Revenue: \$185,000 to RDA 80% Project Fund

Recommended Action: It is recommended that the Agency Board:

- 1) Adopt Resolution RA-2011-06, A resolution of the Board of Directors of the Redevelopment Agency of the City of Placentia designating Agency-owned property located at 229 Main Street to be used for affordable housing purposes
- 2) Adopt Resolution RA-2011-07, A resolution of the Board of Directors of the Redevelopment Agency of the City of Placentia authorizing a budget amendment in Fiscal Year 2009/10 in aggregate amount of \$185,000 relating to purchase of 229 Main Street

**(APPROVED 5 – 0, as recommended)**

Assistant Executive Director Ken Domer provided a staff report and recommendations.

Discussion ensued among Board members and Agency staff regarding this item.

A motion was made by Board member Underhill, seconded by Vice-Chairman Yamaguchi, was carried (5 - 0) adopt Resolution RA-2011-06 and RA-2011-07.

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

**CITY COUNCIL/AGENCY MEMBER REQUESTS:**

Mayor Pro Tem Yamaguchi requested that the Council give staff direction to place on the agenda a closed session item pertaining to employee performance evaluations of City Administrator Troy Butzlaff and City Attorney Andrew V. Arczynski. He requested hosting a community meeting to discuss bicycle safety issues.

City Administrator Troy Butzlaff requested that the Council give staff direction to place on the agenda two study session items pertaining to City Council's role in the event of an emergency and an update on the Goal Setting Workshop.

**ADJOURNMENT:**

The City Council/Redevelopment Agency Board of Directors adjourned at 9:06 p.m. to the next regular meeting of April 5, 2011 in memory of Gary Ray Lenhart.

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

ATTEST:

\_\_\_\_\_  
SCOTT W. NELSON, MAYOR/AGENCY CHAIR

**PLACENTIA  
CITY COUNCIL AND REDEVELOPMENT AGENCY  
REGULAR MEETING MINUTES – STUDY SESSION  
April 19, 2011  
4:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Chairman Nelson called the meeting to order at 4:05 pm.

**ROLL CALL:**

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

Councilmember Wanke arrived at 4:08 p.m.

City Administrator introduced Orange County Division Chief Daniel Drake.

Orange County Division Chief Daniel Drake introduced himself to City Council and staff.

**SS 1. Emergency Operations and Role of City Council**

Management Analyst Eduardo De La Torre provided a presentation.

The PowerPoint presentation slides included: Placentia Emergency Management Plan, Incident Command System Emergency Operations Center Functions, Incident Notification to City Council, Emergency Operation Center Notification, Reporting to City Hall, Proclamation of Emergency, City Council Communication, Public Relations, and Policy Issues Related to the Emergency.

Police Chief James Anderson briefly discussed the role of the Police Department during a disaster and large scale emergency.

Police Sergeant Kenneth Alexander provided a presentation.

The PowerPoint presentation slides included: The primary focus of the Police Department During a Disaster or Large Scale Emergency, Importance of Strong Incident Command Structure, Incident Command System Overview Unified Command Philosophy, and Unified Command Participants.

Orange County Battalion Chief Scott Brown provided a presentation.

The PowerPoint presentation slides included: Fire Services Responsibilities, City's Emergency Operations Center Activities, Fire Services Resources, and Emergency Preparedness Resources.

Discussion ensued among Council and City staff regarding this item.

**ORAL COMMUNICATIONS:** None

**SS 2. Prioritization of City Council Goals from Goal Setting Workshop**

City Administrator Troy Butzlaff provided a staff report.

A study session took place as City Council and staff went through a handout titled Prioritization of Goals Fiscal Year 2011-12 distributed by City Administrator Troy Butzlaff.

Mayor Nelson announced that the Study Session will be continued to the May 3, 2011 Regular City Council meeting.

**RECESS:** The City Council/Redevelopment Agency recessed to Executive Session at 5:30 p.m.

**ROLL CALL:**

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

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

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

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

Employee Group: Placentia City Employees Association (PCEA)

5. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation –
  - A. City Administrator
  - B. City Attorney
6. Pursuant to California Government Code Section 54957(b)(1) for Public Employee Appointment – Police Chief

**RDA:**

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

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

**ROLL CALL:**

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

**STAFF PRESENT:** City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; 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 Director, Karen Ogawa; Police Chief, James Anderson; Recreation Services Manager, Mike Kudron; Police Captain, Ward Smith; Police Sergeant, Kenneth Alexander; Police Dispatcher and Records Supervisor, Beverly Schlieder; Code Enforcement Officer, Susan Craft; Code Enforcement, Rene Macias; Orange County Battalion Chief, Scott Brown; Management Analyst, Eduardo De La Torre; Neighborhood Services Manager, Jon Nicks; CS Coordinator, Felipe Zambrano; CS Coordinator, Veronica Ortiz; Deputy City Clerk, Tania Moreno

**INVOCATION:** Gary Drabek, Police Chaplain

**PLEDGE OF ALLEGIANCE:** Mayor Nelson

**PRESENTATIONS:**

- a. Employee of the Quarter – General Employee recognized: Sara Salazar  
Presenter: City Administrator Troy Butzlaff
- b. Spotlight on Code Enforcement  
Presenter: Code Enforcement Officer Susan Craft
- c. Habitat for Humanity of Orange County  
Recipient: Luis Ortiz and Sharon Ellis Habitat for Humanity of Orange County  
Presenter: Mayor Nelson
- d. Proclamation Designating the Month of April 2011, as the DMV/Donate Life California, in Placentia, California  
Recipient: Stephanie McMackin, Donate Life Ambassador  
Presenter: Mayor Nelson
- e. Proclamation Designating the Week of April 10-16, 2011, as the National Telecommunication Week  
Recipient: Police Dispatcher and Records Supervisor Beverly Schlieder  
Presenter: Police Chief James Anderson

City Administrator Troy Butzlaff announced that Code Enforcement Officer Susan Craft and Recreation Services Manager Michael Kudron will be taking a promotional job at a different agency. The Mayor thanked them for their hard work and presented each employee with a recognition plaque.

**EXECUTIVE SESSION REPORT:** City Attorney/Agency Counsel Arczynski reported the Council/Agency met in Executive Session to discuss the items listed on the agenda. He reported that staff will follow up immediately on item one of executive session and report to City Council. A demand for defense and indemnity will be presented to OCTA. He noted that there was no other reportable action from Executive Session this evening.

**CITY ADMINISTRATOR REPORT:** City Administrator Butzlaff reported on the following items: Drug Take-Back event on April 30, 2011 at the Placentia Police Department.

**ORAL COMMUNICATIONS:**

Greg Sowards thanked DMV/Donate Life for the recognition and encouraged everyone to support DMV/Donate Life. He presented the City, on behalf of Orange County Supervisor Shawn Nelson, a check of \$10,999, plus \$1.00 to bring the contribution to \$11,000, from Fund 130 to support programs at the Edwin T. Powell Building.

Eilleen Harris, resident, expressed her concerns regarding item 4a.

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

Councilmember Aguirre commented and reported as follows: Grand Opening of the Senior Center at the Edwin T. Powell Building and commended the Police Department for their excellent work in resolving a case.

Councilmember Wanke commented and reported as follows: Mayor Pro Tem Yamaguchi and he attended a FEMA training at El Toro Marine Base on April 8, 2011.

Councilmember Underhill commented and reported as follows: The importance of emergency preparedness and encouraged everyone to participate in the CERT program.

Mayor Pro Tem Yamaguchi commented and reported as follows: Thanked everyone involved in the Edwin T. Powell renovation project, Councilmember Wanke and he attended the Tri-Annual Flight Fire Drill, and Shred Day event.

Mayor Nelson commented and reported as follows: He wished Linda Lucio a quick recovery from surgery, Placentia Downtown revitalization, Councilmember Underhill and he attended an Audit Oversight Committee meeting, Councilmember Wanke and he attended an Association of California Cities meeting, thanked Supervisor Shawn Nelson for his work, and attended Supervisor Shawn Nelson's community meeting.

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

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

**COUNCIL/AGENCY CONSENT CALENDAR:**

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Financial Impact: None  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**
  
- b. **Minutes**  
**City Council/Agency Special & Regular Meetings – April 4, 2011 and April 5, 2011**  
Recommended Action: Approve

Councilmember Wanke requested to continue item 1.b. to the next scheduled City Council meeting.

Discussion ensued among Council and City staff regarding this item.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 - 0) to continue item 1.b. to the next schedule City Council meeting.

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

**(APPROVED 5 – 0)**

- c. **City Warrant Register for April 6, 2011 through April 19, 2011**  
Financial Impact: \$410,291.59  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**
- d. **Agency Warrant Register for April 6, 2011 through April 19, 2011**  
Financial Impact: \$46,922.62  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

- e. **Approval of Agreement between County of Orange and City of Placentia to Provide Funds for the Edwin T. Powell Building**  
Financial Impact:  
Revenue: \$10,999 Fund 130 District Community Priorities and Projects  
Recommended Action: It is recommended that the City Council:  
1) Authorize the City Administrator to execute the agreement with the County of Orange, in a form approved by City Attorney, to receive \$10,999 from Fund 130 for equipment to support programs at the Edwin T. Powell Building  
**(APPROVED 5 – 0, as recommended)**
- f. **Approve Easement Agreement for Placentia Avenue Grade Separation Project with Southern California Edison Company**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Approve the attached anchor easement agreement between the City of Placentia and the Southern California Edison Company for a 6 foot anchor easement for the Placentia Avenue Underpass  
2) Authorize the Mayor to sign the subject easement agreement on behalf of the City  
3) Direct the City Clerk to endorse on the easement agreement 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  
**(APPROVED 5 – 0, as recommended)**
- g. **Approve Amendment to Attorney-Client Fee Agreement**  
Financial Impact: Increase of \$10.00/hour and \$200 per month for retainer services

Recommended Action: It is recommended that the City Council:

- 1) Approve the amendment to the Attorney-Client Fee Agreement with Andrew Arczynski and authorize the Mayor to execute the amendment on behalf of the City

Mayor Pro Tem Yamaguchi requested to continue item 1.g. to the next scheduled City Council meeting.

Discussion ensued among Council and City staff regarding this item.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, was carried (5 - 0) to continue item 1.g. to the next scheduled City Council meeting.

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

**(APPROVED 5 – 0)**

- h. **Authorization to Purchase a Prefabricated Restroom, Public Restroom Company Model 7366, for the Kraemer Memorial Park Restroom Renovation and Park Amenities Improvement Project**  
Financial Impact: \$211,100 Utilizing State Park Grant Funding  
Account#: 333555/6104915023-6015  
Recommended Action: It is recommended that the City Council:  
  - 1) Authorize the purchase of a prefabricated restroom, Public Restroom Company model 7366, for the Kraemer Memorial Park Restroom Renovation and Park Amenities Improvement Project utilizing Buyboard, a national purchasing cooperative, in an amount not to exceed \$211,100**(APPROVED 5 – 0, as recommended)**

**AGENCY CONSENT CALENDAR:**

- i. **Approval of Process to Dispose of Agency Owned Property Located at 229 Alta Street**  
Financial Impact: \$400.00 (347536-6197 Purchased Appraisal Services)  
Recommended Action: It is recommended that the Board of Directors:  
  - 1) Adopt Resolution RA-2011-08, A resolution of the Board of Directors of the Redevelopment agency of the City of Placentia approving the initiation of proceedings to dispose of agency-owned property located at 229 Alta Street**(APPROVED 5 – 0, as recommended)**

**2. PUBLIC HEARINGS:**

**COUNCIL:** None

**AGENCY:** None

**3. OLD BUSINESS:** None

**4. NEW BUSINESS:**

**COUNCIL/AGENCY:** None

**COUNCIL NEW BUSINESS:**

a. **Amendment to City Ordinance to Prohibit Dogs From Athletic Fields and Playground Areas**

Financial Impact: Negligible

Recommended Action: It is recommended that the City Council:

- 1) Introduce for first reading, Ordinance O-2011-03, An ordinance of the City Council of the City of Placentia, California, adding a new section 14.08.090(5) to Chapter 14.08 of Title 14 of the Placentia Municipal Code Relating to the prohibition of dogs in specified areas of City parks, including exceptions thereto

**(APPROVED 5 – 0, as recommended)**

City Administrator Troy Butzlaff provided a staff report.

Recreation Services Manager Mike Kudron provided a staff report on Item 4a. He discussed the prohibition of dogs in specified areas of City parks and the update to the violation penalties.

Discussion ensued among Council and City staff regarding this item.

City Attorney Andrew Arczynski noted that City park areas will be designated by signs.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 - 0) to introduce for first reading Ordinance O-2011-03, an ordinance of the City Council of the City of Placentia, California, adding a new section 14.08.090(5) to Chapter 14.08 of Title 14 of the Placentia Municipal Code Relating to the prohibition of dogs in specified areas of City parks, including exceptions thereto.

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

b. **Adoption of City Council Resolution Approving and Adopting the City of Placentia Policy No. 430 Pertaining to Purchasing**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2011-11, A resolution of the City Council of the City of Placentia approving and adopting a revised policy and procedure for the purchasing of goods and services
- 2) Authorize staff to finalize documents for hard copy and electronic distribution and utilization

**(APPROVED 5 – 0, as recommended)**

City Administrator Troy Butzlaff provided a staff report.

Discussion ensued among Council and City staff regarding this item.

A motion was made by Councilmember Underhill, seconded by Councilmember Aguirre, was carried (5 - 0) to adopt Resolution R-2011-11, a resolution of the City Council of the City of Placentia approving and adopting a revised policy and procedure for the purchasing of goods and services, and to authorize staff to finalize documents for hard copy and electronic distribution and utilization.

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

c. **Execution and Delivery of California Communities Gas Tax Revenue Certificates of Participation, Series 2011A**

Financial Impact: Annual debt service payment of \$482,500 on a \$4.66 million issuance

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2011-12, A resolution of the City Council of the City of Placentia reconfirming its prior approval of the execution and delivery of California Communities Gas Tax Revenue Certificates of Participation and authorizing the preparation of an official statement and other matters related thereto

**(APPROVED 5 – 0, as recommended)**

City Administrator Troy Butzlaff provided a staff report. He discussed the issuance of the Gas Tax Revenue Certificates.

Urban Futures Representative Michael Bush provided a presentation.

The PowerPoint Presentation slides included: Gas Tax Revenue Certificates of Participation, Financing Team, Overview of Gas Tax Revenues, Recent Legislation Changes Have Improved the Program, Judicial Validation, How Streets Deteriorate and Repair Costs Increase, Pay Now or Pay More Later, Financing Future Gas Tax Revenues, Summary of Recent Gas Tax COP Deals, Project Goals, Proposed Financing Plan, Debt Service Coverage and Left Over Revenue Projections, and Timeline.

Discussion ensued among Council and City staff regarding this item.

A motion was made by Mayor Nelson, seconded by Councilmember Yamaguchi, was carried (5 - 0) to adopt Resolution R-2011-12, a resolution of the City Council of the City of Placentia reconfirming its prior approval of the execution and delivery of California Communities Gas Tax Revenue Certificates of Participation and authorizing the preparation of an official statement and other matters related thereto.

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

d. **Reactivation of the Industrial/Commercial Development Authority**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council, acting as the Board of Directors of the ICDA:

- 1) Adopt Resolution ICDA-R-2011-01, A resolution of the Board of Directors of the Industrial/Commercial Development Authority of the City of Placentia adopting By-Laws, setting meeting dates and designating counsel to the Authority

**(APPROVED 5 – 0, as recommended)**

City Administrator Troy Butzlaff provided a staff report. He discussed the reactivation of the Industrial/Commercial Development Authority.

Discussion ensued among Council and City staff regarding this item.

Mayor Nelson noted City Council's intention of not supporting eminent domain on private properties.

City Attorney Andrew discussed the right of eminent domain.

A motion was made by Councilmember Wanke, seconded by Mayor Nelson, was carried (5 – 0) to adopt Resolution ICDA-R-2011-01, a resolution of the Board of Directors of the Industrial/Commercial Development Authority of the City of Placentia adopting By-Laws, setting meeting dates and designating counsel to the Authority.

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

**AGENCY NEW BUSINESS:** None

**CITY COUNCIL/AGENCY MEMBER REQUESTS:**

Councilmember Wanke expressed his condolences to De La Torre family.

Mayor Nelson acknowledged the presence of SCE Representative and expressed his condolences to the De La Torre family.

**ADJOURNMENT:**

The City Council/Redevelopment Agency Board of Directors adjourned at 8:40 p.m. to the next regular meeting of May 3, 2011 in memory of Jose De La Torre and Jerry Young.

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

ATTEST:

\_\_\_\_\_  
SCOTT W. NELSON, MAYOR/AGENCY CHAIR

**City of Placentia  
Warrant Register  
For 05/03/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 895,033.60

Void Total: 0.00  
Warrant Total: 895,033.60

Fund Name	Warrant Totals by Fund
101-General Fund	129,990.70
225-Asset Seizure	6,563.62
230-Supplemental Law Enforcement	65.11
260-Street Lighting District	31,209.15
265-Landscape Maintenance	714.07
270-Housing and Community Develop.	57.00
275-Sewer Maintenance	33,735.52
401-City Capital Projects	357,216.77
405-Low & Moderate Housing	1,292.80
410-RDA Capital Projects	3,009.14
501-Refuse Administration	15,066.98
505-CNG Fueling Station	1,650.97
601-Employee Health & Welfare	191,587.95
615-Information Technology	16,450.96
620-Citywide Services	92,647.44
701-Special Deposits	8,890.82
715-Community Facilities District	4,884.60

Warrant Total: 895,033.60

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

**1c  
May 3, 2011**

**City of Placentia  
Warrant Register  
For 05/03/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001127		Other Program Expenditures						
			Vendor Total:		595.00				
			Type Total:		3,913.47				
			Warrant Total:		4,301.94				

City of Placentia  
Warrant Register  
For 05/03/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	258.00	MAY 11		00002221	04/30/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	ALDWIR, MAMOUN E000113	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	1,162.41	MAY 11		00002222	04/30/2011
		<b>Vendor Total:</b>			<b>1,162.41</b>				
EP	ANDERSON, MARLA E000071	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	882.00	MAY 11		00002223	04/30/2011
		<b>Vendor Total:</b>			<b>882.00</b>				
EP	ARMSTRONG, JOHN T E000046	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	1,084.00	MAY 11		00002224	04/30/2011
		<b>Vendor Total:</b>			<b>1,084.00</b>				
EP	BABCOCK, CHARLES A E000015	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	393.00	MAY 11		00002225	04/30/2011
		<b>Vendor Total:</b>			<b>393.00</b>				
EP	BEALS, SHARLENE E000076	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	258.00	MAY 11		00002226	04/30/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	BONESCHANS, DENNIS E000020	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	258.00	MAY 11		00002227	04/30/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	BUNNELL, DONALD E000062	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	624.00	MAY 11		00002228	04/30/2011
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	BURGNER, ARTHUR E000074	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	753.00	MAY 11		00002229	04/30/2011
		<b>Vendor Total:</b>			<b>753.00</b>				
EP	CHANDLER, JOHN P E000109	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	830.00	MAY 11		00002230	04/30/2011
		<b>Vendor Total:</b>			<b>830.00</b>				

**City of Placentia  
Warrant Register  
For 05/03/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	CHANG, ROBERT E000107	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	830.00	1,178.00 MAY 11		00002231	04/30/2011
EP	CHRISTIAN, SHIRLEY E000012	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	1,178.00	882.00 MAY 11		00002232	04/30/2011
EP	COBBETT, GEOFFREY E000007	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	882.00	753.00 MAY 11		00002233	04/30/2011
EP	COOK, ARLENE M E000018	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	753.00	624.00 MAY 11		00002234	04/30/2011
EP	D'AMATO, ROBERT E000056	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	624.00	882.00 MAY 11		00002235	04/30/2011
EP	DAVID, PRESTON E000112	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	882.00	869.24 MAY 11		00002236	04/30/2011
EP	DELOS SANTOS, JAMIE E000045	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	869.24	882.00 MAY 11		00002237	04/30/2011
EP	DICKSON, ROBERTA JO E000011	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	882.00	258.00 MAY 11		00002238	04/30/2011
EP	DOWNEY, CAROL E000082	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	258.00	624.00 MAY 11		00002239	04/30/2011
EP	DURNIL, RODNEY	MAY MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: TK0425A	624.00	869.24 MAY 11		00002240	04/30/2011

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	E000036		Health Insurance Premiums						
EP	ELSTRO, ANN M E000027	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	869.24	624.00 MAY 11		00002241	04/30/2011
EP	ESCOBOSA, LILLIAN E000055	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	624.00	624.00 MAY 11		00002242	04/30/2011
EP	ESPINOZA, ROSALINDA E000016	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	624.00	387.00 MAY 11		00002243	04/30/2011
EP	FIGUEROA, DANIEL E000057	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	387.00	380.62 MAY 11		00002244	04/30/2011
EP	FISCHER, HAROLD A E000023	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	380.62	624.00 MAY 11		00002245	04/30/2011
EP	FRICKE, JUERGEN E000075	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	624.00	684.00 MAY 11		00002246	04/30/2011
EP	FULLER, GLENN H E000081	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	684.00	789.00 MAY 11		00002247	04/30/2011
EP	GALLANT, KAREN E000008	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	789.00	882.00 MAY 11		00002248	04/30/2011
EP	GARNER, JO ANN E000047	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	882.00	624.00 MAY 11		00002249	04/30/2011
				Vendor Total:	624.00				

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EP	GARNER, KITTY E000080	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	882.00	MAY 11		00002250	04/30/2011
				<b>Vendor Total:</b>	<b>882.00</b>				
EP	GOMEZ, DANIEL E000049	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	753.00	MAY 11		00002251	04/30/2011
				<b>Vendor Total:</b>	<b>753.00</b>				
EP	GRIMM, DENNIS L E000042	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	398.00	MAY 11		00002252	04/30/2011
				<b>Vendor Total:</b>	<b>398.00</b>				
EP	HAND, NOREEN M E000061	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	258.00	MAY 11		00002253	04/30/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	HOCH, ELEANOR M E000078	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	258.00	MAY 11		00002254	04/30/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/16/11 PD DATE 4/22/11	0048-2170 Deferred Comp Payable - ICMA	PY11008	106.75	2995/1101008		00002312	04/21/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/16/11 PD DATE 4/22/11	0043-2170 Deferred Comp Payable - ICMA	PY11008	50.00	2995/1101008		00002312	04/21/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/16/11 PD DATE 4/22/11	0038-2170 Deferred Comp Payable - ICMA	PY11008	15.00	2995/1101008		00002312	04/21/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/16/11 PD DATE 4/22/11	0029-2170 Deferred Comp Payable - ICMA	PY11008	54.50	2995/1101008		00002312	04/21/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/16/11 PD DATE 4/22/11	0037-2170 Deferred Comp Payable - ICMA	PY11008	109.50	2995/1101008		00002312	04/21/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/16/11 PD DATE 4/22/11	0010-2170 Deferred Comp Payable - ICMA	PY11008	7,181.78	2995/1101008		00002312	04/21/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/16/11 PD DATE 4/22/11	0035-2170 Deferred Comp Payable - ICMA	PY11008	388.47	2995/1101008		00002312	04/21/2011
				<b>Vendor Total:</b>	<b>7,906.00</b>				

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EP	IRVINE, SUZETTE E000019	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	882.00	MAY 11		00002255	04/30/2011
		<b>Vendor Total:</b>			<b>882.00</b>				
EP	JENKINS, ROBERT E000084	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	789.00	MAY 11		00002256	04/30/2011
		<b>Vendor Total:</b>			<b>789.00</b>				
EP	JOHNSON, SHARON E000099	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	624.00	MAY 11		00002257	04/30/2011
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	JONES, ROBERT E000053	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	229.88	MAY 11		00002258	04/30/2011
		<b>Vendor Total:</b>			<b>229.88</b>				
EP	JUDD, TERRELL E000115	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	1,162.41	MAY 11		00002259	04/30/2011
		<b>Vendor Total:</b>			<b>1,162.41</b>				
EP	KIRKLAND, RICHARD L E000110	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	387.00	MAY 11		00002260	04/30/2011
		<b>Vendor Total:</b>			<b>387.00</b>				
EP	KRATT, EDWARD G E000097	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	624.00	MAY 11		00002261	04/30/2011
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	LABORDE, JOHN G E000039	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	624.00	MAY 11		00002262	04/30/2011
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	LITTLE, DIANE M E000098	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	398.00	MAY 11		00002263	04/30/2011
		<b>Vendor Total:</b>			<b>398.00</b>				
EP	LOWREY, B.J E000041	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	670.00	MAY 11		00002264	04/30/2011
		<b>Vendor Total:</b>			<b>670.00</b>				

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EP	MANNING, VEDA M E000063	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	670.00 258.00	MAY 11		00002265	04/30/2011
EP	MARMOLEJO, PACO E000068	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	258.00 1,178.00	MAY 11		00002266	04/30/2011
EP	MILANO, JAMES E000054	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	1,178.00 882.00	MAY 11		00002267	04/30/2011
EP	MILLER, RICHARD E000106	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	882.00 830.00	MAY 11		00002268	04/30/2011
EP	MONTOOTH, MARLENE E000021	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	830.00 258.00	MAY 11		00002269	04/30/2011
EP	MOORE, LARRY W E000044	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	258.00 1,178.00	MAY 11		00002270	04/30/2011
EP	NAJERA, ROBERT JR E000065	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	1,178.00 869.24	MAY 11		00002271	04/30/2011
EP	NISSEN, JANICE E000073	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	869.24 258.00	MAY 11		00002272	04/30/2011
EP	OLEA, ARLENE J E000014	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	258.00 1,178.00	MAY 11		00002273	04/30/2011
EP	ORTEGA, MANUEL E	MAY MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: TK0425A	1,178.00 861.00	MAY 11		00002274	04/30/2011

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	E000100		Health Insurance Premiums						
EP	PALMER, GEORGE E000094	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	861.00	830.00 MAY 11		00002275	04/30/2011
EP	PASCUA, RAYNALD E000114	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	830.00	1,178.00 MAY 11		00002276	04/30/2011
EP	PASPALL, MIHAJLO E000085	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	1,178.00	882.00 MAY 11		00002277	04/30/2011
EP	PEREZ, ROBERT E000111	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	882.00	229.88 MAY 11		00002278	04/30/2011
EP	PICHON, WALTER E000103	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	229.88	290.00 MAY 11		00002279	04/30/2011
EP	POWELL, EDWINT E000060	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	290.00	258.00 MAY 11		00002280	04/30/2011
EP	REDIFER, KIM R E000022	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	258.00	830.00 MAY 11		00002281	04/30/2011
EP	RENDEN, BRIAN E000083	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	830.00	1,095.00 MAY 11		00002282	04/30/2011
EP	REYES, ROGER T E000024	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	1,095.00	753.00 MAY 11		00002283	04/30/2011
				Vendor Total:	753.00				

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EP	RICE, RUSSELL J E000059	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	879.00	MAY 11		00002284	04/30/2011
				<b>Vendor Total:</b>	<b>879.00</b>				
EP	RISHER, THOMAS A E000013	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	753.00	MAY 11		00002285	04/30/2011
				<b>Vendor Total:</b>	<b>753.00</b>				
EP	RITCHIE, SYLVIA E000072	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	624.00	MAY 11		00002286	04/30/2011
				<b>Vendor Total:</b>	<b>624.00</b>				
EP	RIVERA, AIDA E000026	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	258.00	MAY 11		00002287	04/30/2011
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ROACH, MICHAEL E000105	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	1,084.00	MAY 11		00002288	04/30/2011
				<b>Vendor Total:</b>	<b>1,084.00</b>				
EP	ROBB, SANDRA E000043	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	753.00	MAY 11		00002289	04/30/2011
				<b>Vendor Total:</b>	<b>753.00</b>				
EP	ROBERTSON, JAMES S E000093	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	267.88	MAY 11		00002290	04/30/2011
				<b>Vendor Total:</b>	<b>267.88</b>				
EP	RODARTE, JOE R E000034	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	670.00	MAY 11		00002291	04/30/2011
				<b>Vendor Total:</b>	<b>670.00</b>				
EP	ROKOSZ, KEN A E000035	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	380.62	MAY 11		00002292	04/30/2011
				<b>Vendor Total:</b>	<b>380.62</b>				
EP	ROSE, RICHARD D E000050	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK0425A	990.00	MAY 11		00002293	04/30/2011
				<b>Vendor Total:</b>	<b>990.00</b>				

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EP	ROWLEY, KENNETH E000091	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	990.00	393.00 MAY 11		00002294	04/30/2011
EP	SALE, LEE R E000031	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	393.00	882.00 MAY 11		00002295	04/30/2011
EP	SANCHEZ, LAURA E000058	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	882.00	258.00 MAY 11		00002296	04/30/2011
EP	SANGOLUISA, ZORA G E000048	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	258.00	258.00 MAY 11		00002297	04/30/2011
EP	SCHULTZ, DANIEL E000070	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	258.00	387.00 MAY 11		00002298	04/30/2011
EP	SOMOYA, JOHN P E000089	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	387.00	770.00 MAY 11		00002299	04/30/2011
EP	SOTO, PHILIP J E000052	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	770.00	624.00 MAY 11		00002300	04/30/2011
EP	SPRAGUE, GARY A E000064	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	624.00	1,084.00 MAY 11		00002301	04/30/2011
EP	TAYLOR, DAVID M E000088	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	1,084.00	830.00 MAY 11		00002302	04/30/2011
EP	THOMANN, DARYLL L	MAY MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: TK0425A	830.00	624.00 MAY 11		00002303	04/30/2011

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	E000101		Health Insurance Premiums						
EP	TOTH, STEVE E000067	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	624.00	770.00 MAY 11		00002304	04/30/2011
EP	TRIFOS, WILLIAM E000104	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	770.00	1,095.00 MAY 11		00002305	04/30/2011
EP	VAN HOUTEN, BROOKS E000028	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	1,095.00	624.00 MAY 11		00002306	04/30/2011
EP	VERSTYNEN, WILLIAM E000092	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	624.00	387.00 MAY 11		00002307	04/30/2011
EP	WAHL, KATHLEEN A E000030	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	387.00	387.00 MAY 11		00002308	04/30/2011
EP	WIEST, STEPHEN E000079	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	387.00	882.00 MAY 11		00002309	04/30/2011
EP	ZAMORA, JERRY E000037	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	882.00	830.00 MAY 11		00002310	04/30/2011
EP	ZINN, JOHN E000009	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK0425A	830.00	882.00 MAY 11		00002311	04/30/2011
MW OH	A C APPRAISALS V007540	LOT APPRAISAL-700 DE JESUS DR	101511-6099 Other Professional Services	Vendor Total: Type Total: TK0426A	882.00 69,510.42	500.00 14485	P05052	00072408	05/03/2011

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MW IP	A-1 FENCE COMPANY V007378	FENCING-BRADFORD & MADISON	333552-6185 / 6100440600-6185 Construction Services	Vendor Total: ITK42111	500.00	550.00 56833A		00072380	04/21/2011
MW OH	ACERO, GABRIELA V007557	DEPOSIT REFUND - BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	Vendor Total: TK0426A	550.00	150.00 68598		00072409	05/03/2011
MW OH	ALL CITY MANAGEMENT SI V000005	CROSSING GUARD SRVS 3/13-3/26	103041-6099 Other Professional Services	Vendor Total: TK0426A	150.00	7,873.60 22474	P03640	00072410	05/03/2011
MW IP	ALPAS, PERLA CARAIG V007547	REFUND-PARKING CITATION	0044-2038 Parking Fines	Vendor Total: ITK42111	7,873.60	12.50 PK437755		00072381	04/21/2011
MW IP	ALPAS, PERLA CARAIG V007547	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	Vendor Total: ITK42111	30.50	30.50 PK437755		00072381	04/21/2011
MW OH	ASSN OF CALIFORNIA CITIE V007389	MARCH MEETING-S. NELSON	101001-6245 Meetings & Conferences	Vendor Total: TK0426A	43.00	60.00 93	P05067	00072411	05/03/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	0010-1220 Accs Rec/Plac Library Dist	Vendor Total: ITK42111	60.00	7.64 040611		00072382	04/21/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	Vendor Total: ITK42111	1,867.96	1,867.96 040611		00072382	04/21/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	Vendor Total: ITK42111	106.61	106.61 040611		00072382	04/21/2011
MW OH	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	Vendor Total: TK0426E	123.22	123.22 042011		00072412	05/03/2011
MW OH	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	Vendor Total: TK0426E	1,306.53	1,306.53 042011		00072412	05/03/2011
MW OH	ATHENS SERVICES	MARCH STREET SWEEPING	374387-6099	Vendor Total: TK0426A	3,411.96	14,742.00 3899190311	P03862	00072413	05/03/2011

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	V006622		Other Professional Services						
MW OH	B & M LAWN & GARDEN CE SMALL PARTS V000127		0043-1505 Auto Supply Inventory	Vendor Total: TK0426A	14,742.00	131.21 573979	P04639	00072414	05/03/2011
MW OH	B & M LAWN & GARDEN CE SMALL PARTS V000127		0043-1505 Auto Supply Inventory	TK0426A	176.23	573980	P04639	00072414	05/03/2011
MW OH	B & M LAWN & GARDEN CE SMALL PARTS V000127		0043-1505 Auto Supply Inventory	TK0426A	184.59	573981	P04639	00072414	05/03/2011
MW OH	BALL, JILL V007558	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK0426A	492.03	50.00 68597		00072415	05/03/2011
MW OH	BARRERA-MUNDO, EDAEN V007559	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: TK0426C	50.00	150.00 68599		00072416	05/03/2011
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	Vendor Total: TK0426A	150.00	293.73 11-247677	P04641	00072417	05/03/2011
MW OH	BEE MAN, THE V000117	BEE REMOVAL-900 S. MELROSE	103655-6130 Repair & Maint/Facilities	Vendor Total: TK0426A	293.73	155.00 73161	P04836	00072418	05/03/2011
MW OH	BEE MAN, THE V000117	BEE REMOVAL-900 S. MELROSE	103655-6130 Repair & Maint/Facilities	TK0426A	180.00	73251	P05083	00072418	05/03/2011
MW IP	BEST BUY V007538	8 TILT WALL MOUNTS	213041-6840 Machinery & Equipment	Vendor Total: ITK42111	335.00	920.00 224322049	P05044	00072383	04/21/2011
MW IP	BEST BUY V007538	TAX/SHIPPING	213041-6840 Machinery & Equipment	ITK42111	643.62	224322049	P05044	00072383	04/21/2011
MW IP	BEST BUY V007538	CA ELECTRONIC WASTE FEE	213041-6840 Machinery & Equipment	ITK42111	80.00	224322049	P05044	00072383	04/21/2011
MW IP	BEST BUY V007538	8 TOSHIBA LCD TELEVISION	213041-6840	ITK42111	4,240.00	224322049	P05044	00072383	04/21/2011

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	V007538		Machinery & Equipment						
MW OH	BISHOP CO V000107	HAND TOOLS	103652-6301 Special Department Supplies	Vendor Total: TK0426A	5,883.62	183.29 331774	P05039	00072419	05/03/2011
MW OH	BRAJAR, VICTOR V007560	PARTIAL EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	Vendor Total: TK0426A	183.29	45.00 68574		00072420	05/03/2011
MW OH	BUENO, KARLO V007561	DEPOSIT REFUND-OBERLE GYM	100000-4385 / 79179-4385 Facility Rental	Vendor Total: TK0426A	45.00	15.00 68600		00072421	05/03/2011
MW OH	BUENO, KARLO V007561	DEPOSIT REFUND-OBERLE GYM	100000-4385 / 79179-4385 Facility Rental	TK0426A	45.00	68601		00072421	05/03/2011
MW OH	BUENO, KARLO V007561	DEPOSIT REFUND-OBERLE GYM	100000-4385 / 79179-4385 Facility Rental	TK0426A	40.00	68602		00072421	05/03/2011
MW OH	BUREAU VERITAS NORTH / V004481	DEC 2009-APRIL 10 CONSULTANT	333552-6185 / 61056-6185 Construction Services	Vendor Total: TK0426A	100.00	2,550.00 1082668	P04168	00072422	05/03/2011
MW OH	BUREAU VERITAS NORTH / V004481	MAY CONSULTANT SRVS-METRO	333552-6185 / 61056-6185 Construction Services	TK0426A	1,312.50	1085412	P04168	00072422	05/03/2011
MW OH	BUREAU VERITAS NORTH / V004481	JUN CONSULTANT SRVS-METRO I	333552-6185 / 61056-6185 Construction Services	TK0426A	525.00	1088199	P04168	00072422	05/03/2011
MW OH	BUREAU VERITAS NORTH / V004481	JULY CONSULTANT SRVS-METRO	333552-6185 / 61056-6185 Construction Services	TK0426A	962.50	1091218	P04168	00072422	05/03/2011
MW OH	BUREAU VERITAS NORTH / V004481	AUG CONSULTANT SRVS-METRO	333552-6185 / 61056-6185 Construction Services	TK0426A	262.50	1093667	P04168	00072422	05/03/2011
MW OH	BUREAU VERITAS NORTH / V004481	SEPT CONSULTANT SRVS-METRO	333552-6185 / 61056-6185 Construction Services	TK0426A	525.00	1097439	P04168	00072422	05/03/2011
MW OH	BUREAU VERITAS NORTH / V004481	FEB CONSULTANT SRVS-METRO I	333552-6185 / 61056-6185 Construction Services	TK0426A	2,450.00	1112266	P04168	00072422	05/03/2011
MW OH	BUREAU VERITAS NORTH / V004481	FEB CONSULTANT/OC GATEWAY	333552-6185 / 61056-6185	TK0426A	5,512.50	1112267	P04168	00072422	05/03/2011

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	V004481		Construction Services						
MW OH	BUSINESS PRODUCTS DISTI OFFICE SUPPLIES V000152		103650-6315 Office Supplies	Vendor Total: TK0426A	14,100.00	27.30 18547	P03864	00072423	05/03/2011
MW OH	BUSINESS PRODUCTS DISTI OFFICE SUPPLIES V000152		101513-6315 Office Supplies	TK0426A	42.80	18576	P05036	00072423	05/03/2011
MW OH	BUTTS, BRAD V002941		103041-6250 Staff Training	Vendor Total: TK0426A	70.10	266.28 041811	P04819	00072424	05/03/2011
MW OH	BUTZLAFF, TROY V005326		101511-5001 Salaries/Full-Time Regular	Vendor Total: TK0426A	266.28	100.00 MAY 11		00072425	05/03/2011
MW OH	BUTZLAFF, TROY V005326		101511-6215 Telephone	TK0426A	100.00	MAY 2011		00072425	05/03/2011
MW IP	CALIFORNIA PUBLIC EMPLOI V006234		103650-5105 Health Insurance Allocation	Vendor Total: ITK42111	200.00	358.46 H20110505000C		00072384	04/21/2011
MW IP	CALIFORNIA PUBLIC EMPLOI V006234		395000-4715 ISF Health Ins Reimbursement	ITK42111	114,715.83	H20110505000C		00072384	04/21/2011
MW IP	CALIFORNIA PUBLIC EMPLOI V006234		395083-5161 Health Insurance Premiums	ITK42111	11,855.84	H20110505000C		00072384	04/21/2011
MW IP	CALIFORNIA PUBLIC EMPLOI V006234		484376-5105 Health Insurance Allocation	ITK42111	71.69	H20110505000C		00072384	04/21/2011
MW IP	CALIFORNIA PUBLIC EMPLOI V006234		296561-5105 Health Insurance Allocation	ITK42111	47.80	H20110505000C		00072384	04/21/2011
MW OH	CALIFORNIA STATE DISBUI V004813		0010-2196 Garnishments W/H	Vendor Total: PY11008	127,049.62	1,200.09 2700/1101008		00072367	04/22/2011
MW OH	CALIFORNIA STATE DISBUI V004813		0029-2196 Garnishments W/H	PY11008	55.40	2700/1101008		00072367	04/22/2011

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MW OH	CALIFORNIA STATE DISBUF V004813	P/E 4/16/11 PD DATE 4/22/11	0048-2196 Garnishments W/H	PY11008	83.09	2700/1101008		00072367	04/22/2011
MW OH	CALIFORNIA YELLOW V003323	MARCH SR. TRANSPORTATION	101572-6401 Community Programs	Vendor Total: TK0426A	1,338.58 3,534.00	MARCH 2011	P04743	00072426	05/03/2011
MW OH	CARDENAS, JOEL V002648	MAY MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	Vendor Total: TK0426A	3,534.00 50.00	MAY 11		00072427	05/03/2011
MW OH	CARWASH OF AMERICA V000771	MARCH PD CAR WASHES	103041-6134 Vehicle Repair & Maintenance	Vendor Total: TK0426A	50.00 253.69	3015	P03643	00072428	05/03/2011
MW OH	CARWASH OF AMERICA V000771	MARCH PD CAR WASHES	103043-6134 Vehicle Repair & Maintenance	TK0426A	34.96	3015	P03643	00072428	05/03/2011
MW OH	CARWASH OF AMERICA V000771	MARCH PD CAR WASHES	103042-6134 Vehicle Repair & Maintenance	TK0426A	7.99	3015	P03643	00072428	05/03/2011
MW OH	CITY CLERK MANAGEMENT V007045	JAN 16-31 CITY CLERK SRVS	101002-6099 Other Professional Services	Vendor Total: TK0426A	296.64 425.00	11-02	P04732	00072429	05/03/2011
MW OH	CITY CLERK MANAGEMENT V007045	APRIL 1-15 CITY CLERK SRVS	101002-6099 Other Professional Services	TK0426A	467.50	11-04AA	P04732	00072429	05/03/2011
MW OH	CITY OF ANAHEIM V000021	FEB- 2 PROSECUTION CASES	101005-6005 Legal Services	Vendor Total: TK0426A	892.50 130.00	CA0010035	P03645	00072430	05/03/2011
MW OH	CITY OF BREA V000125	FEB IT SUPPORT SERVICES	422023-6290 Dept. Contract Services	Vendor Total: TK0426A	130.00 7,482.00	8-1312	P04129	00072431	05/03/2011
MW OH	CITY OF LOS ALAMITOS V007586	QUARTERLY CITY CLERKS MEETI	101002-6245 Meetings & Conferences	Vendor Total: TK0426E	7,482.00 30.00	042611	P05095	00072432	05/03/2011

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MW OH	CLEVELAND, PAM V005544	PARTIAL EXCURSION REFUND	100000-4340 / 79506-4340 Recreation Programs	Vendor Total: TK0426A	30.00				
					45.00	68532		00072433	05/03/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 4/16/11 PD DATE 4/22/11	0037-2194 CHAD	Vendor Total: PY11008	45.00				
					1.00	2640/1101008		00072368	04/22/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 4/16/11 PD DATE 4/22/11	0010-2194 CHAD	Vendor Total: PY11008	14.00	2640/1101008		00072368	04/22/2011
MW OH	CRADDOCK, KATHERINE V006342	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	15.00				
					100.00	042611C		00072434	05/03/2011
MW OH	D & D INC. V007321	MARCH FREEZER SERVICE	103045-6280 Animal Control Services	Vendor Total: TK0426B	100.00				
					240.00	22832	P04429	00072435	05/03/2011
MW OH	DATA TICKET INC. V006119	FEB CITATION PROCESSING	102533-6290 Dept. Contract Services	Vendor Total: TK0426B	240.00				
					523.45	35049	P04702	00072436	05/03/2011
MW OH	DATA TICKET INC. V006119	MARCH CITATION PROCESSING	102533-6290 Dept. Contract Services	Vendor Total: TK0426B	722.67	35513	P04702	00072436	05/03/2011
MW OH	DE LA TORRE, EDUARDO V003527	MAY MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	Vendor Total: TK0426B	1,246.12				
					5.00	MAY 11		00072437	05/03/2011
MW OH	DE LA TORRE, EDUARDO V003527	MAY MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	Vendor Total: TK0426B	20.00				
					25.00	MAY 11		00072437	05/03/2011
MW OH	DE LA TORRE, EDUARDO V003527	MAY MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	Vendor Total: TK0426B	50.00				
					329.03	MAY 11		00072437	05/03/2011
MW OH	DELL MARKETING L.P. V000301	APC BACKUPS FOR DISPATCH	103043-6137 Repair Maint/Equipment	Vendor Total: TK0426B	50.00				
					329.03	XF8MD1635		00072438	05/03/2011

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MW OH	DOMER, KEN V005932	MAY MONTHLY EXPENSES	357536-5001 Salaries/Full-Time Regular	Vendor Total: TK0426B	329.03 100.00	MAY 11		00072439	05/03/2011
MW OH	DRINOVSKY, STEPHEN V005729	MAY MONTHLY EXPENSES	483556-5001 Salaries/Full-Time Regular	Vendor Total: TK0426B	100.00 25.00	MAY 11		00072440	05/03/2011
MW OH	DRINOVSKY, STEPHEN V005729	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK0426B	75.00	MAY 11		00072440	05/03/2011
MW OH	DUDEK & ASSOCIATES INC V004114	ATTEND FEB WDR STEERING MTC	484356-6017 Special Studies	Vendor Total: TK0426B	100.00 225.09	20110402	P05029	00072441	05/03/2011
MW OH	DUDEK & ASSOCIATES INC V004114	ATTEND MARCH WDR STEERING	484356-6017 Special Studies	TK0426B	651.30	20110857	P05029	00072441	05/03/2011
MW OH	DURAN, EMILJO V007170	DEPOSIT REFUND - BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	Vendor Total: TK0426B	876.39 145.00	64297		00072442	05/03/2011
MW OH	DYMOND, MATTHEW V007562	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK0426B	145.00 50.00	68512		00072443	05/03/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 4/16/11 PD DATE 4/22/11	0010-2196 Garnishments W/H	Vendor Total: PY11008	50.00 551.93	2711/1101008		00072369	04/22/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 4/16/11 PD DATE 4/22/11	0029-2196 Garnishments W/H	PY11008	31.27	2711/1101008		00072369	04/22/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 4/16/11 PD DATE 4/22/11	0048-2196 Garnishments W/H	PY11008	46.92	2711/1101008		00072369	04/22/2011
MW OH	EMPIRE PIPE CLEANING AN V003109	MARCH SEWER CLEANING	484376-6120 R & M/Sewer & Storm Drain	Vendor Total: TK0426B	630.12 27,925.25	8676	P03866	00072444	05/03/2011

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MW OH	FABIAN, MELINA V005136	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	27,925.25				
					100.00	042611D		00072445	05/03/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	Vendor Total: TK0426B	100.00		P03840		
					22.71	164079		00072446	05/03/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0426B	48.74	C24849	P03840	00072446	05/03/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0426B	412.81	C25136	P03840	00072446	05/03/2011
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0426B	3,194.41	C25682	P03840	00072446	05/03/2011
MW IP	FAIRWAY FORD V000376	PURCHASE 2011 CARGO VAN	333558-6842 Vehicles	ITK42111	21,496.66	110179	P04899	00072385	04/21/2011
				Vendor Total:	25,175.33				
MW IP	FIRST AMERICAN TITLE CO V007565	HCD PROCESSING FEE-E. JIMINES	302535-6401 Community Programs	ITK42111	57.00	042011RC	P05093	00072386	04/21/2011
MW OH	GARCIA, KATHERYN V007563	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total:	57.00				
					50.00	68510		00072447	05/03/2011
MW IP	GAS CO, THE V000909	BACKS BLDG GAS CHARGES	431010-6340 Natural Gas	Vendor Total:	50.00				
					339.23	042111		00072387	04/21/2011
MW OH	GAS CO, THE V000909	MONTHLY GAS CHARGES	431010-6340 Natural Gas	TK0426E	394.36	042211		00072448	05/03/2011
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	431010-6335 Water	Vendor Total:	733.59				
					7,185.64	040511		00072388	04/21/2011
MW OH	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	431010-6335 Water	TK0426E	6,778.00	040711		00072449	05/03/2011

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MW OH	GORM INCORPORATED V002843	JANITORIAL SUPPLIES	433654-6301 Special Department Supplies	Vendor Total: TK0426B	13,963.64	228.39 174502	P04612	00072450	05/03/2011
MW OH	GREAT WEST V006983	P/E 4/16/11 PD DATE 4/22/11	0029-2172 Deferred Comp Pay. - Gr West	Vendor Total: PY11008	228.39	5.47 2607/1101008		00072370	04/22/2011
MW OH	GREAT WEST V006983	P/E 4/16/11 PD DATE 4/22/11	0010-2172 Deferred Comp Pay. - Gr West	PY11008	351.45	2607/1101008		00072370	04/22/2011
MW OH	GREAT WEST V006983	P/E 4/16/11 PD DATE 4/22/11	0048-2172 Deferred Comp Pay. - Gr West	PY11008	8.21	2607/1101008		00072370	04/22/2011
MW OH	HARRIS & ASSOCIATES V007293	PROF SRV-SLURRY SEAL PROJEC	333552-6015 / 6105815017-6015 Engineering Services	Vendor Total: TK0426B	365.13	4,579.90 13319	P04852	00072451	05/03/2011
MW OH	HENDRICKSON, ERIC V007376	MILEAGE REIMBURSEMENT	102020-6245 Meetings & Conferences	Vendor Total: TK0426B	4,579.90	21.42 041811		00072452	05/03/2011
MW OH	HENDRICKSON, ERIC V007376	MAY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK0426B	50.00	MAY 11		00072452	05/03/2011
MW OH	HOLTSLAW, KATHERINE V002626	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	71.42	100.00 042611E		00072453	05/03/2011
MW OH	HUFFMAN, CYPRESS V005239	PARTIAL CLASS REFUND	100000-4340 / 79448-4340 Recreation Programs	Vendor Total: TK0426B	100.00	30.00 68499		00072454	05/03/2011
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS	103040-6315 Office Supplies	Vendor Total: TK0426B	30.00	59.81 15130	P03651	00072455	05/03/2011
MW OH	INTERNAL CONTROL	5 PRE-EMPLOYMENT POLYGRAP	103040-6099	Vendor Total: TK0426B	59.81	625.00 10329	P03652	00072456	05/03/2011

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	V000504		Other Professional Services						
MW IP	JUREKOVIC, JAMES C V007550	REFUND-PARKING CITATION	0044-2038 Parking Fines	Vendor Total: ITK42111	625.00	13009679		00072389	04/21/2011
MW IP	JUREKOVIC, JAMES C V007550	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	ITK42111	34.50	13009679		00072389	04/21/2011
MW IP	KEIL, GREGORY W V007548	REFUND-PARKING CITATION	0044-2038 Parking Fines	Vendor Total: ITK42111	47.00	12010907		00072390	04/21/2011
MW IP	KEIL, GREGORY W V007548	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	ITK42111	26.50	12010907		00072390	04/21/2011
MW IP	KELLY, GLORIA M V007549	REFUND-PARKING CITATION	0044-2038 Parking Fines	Vendor Total: ITK42111	39.00	PK436004		00072391	04/21/2011
MW IP	KELLY, GLORIA M V007549	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	ITK42111	30.50	PK436004		00072391	04/21/2011
MW OH	KENNY, KAREN V007566	DEPOSIT REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	Vendor Total: TK0426B	43.00	68595		00072457	05/03/2011
MW OH	KNOWLES-MCNIFF INC V000558	MARCH SOFTWARE MAINT	422023-6136 Software Maintenance	Vendor Total: TK0426B	100.00	90345	P05070	00072458	05/03/2011
MW OH	KUHN, JANICE V002975	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	2,457.00	042611F		00072459	05/03/2011
MW OH	KUHSE, JENNIFER V005622	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	100.00	042611G		00072460	05/03/2011
				Vendor Total:	100.00				

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MW OH	KUSUNOKI HEARING EXAM V004347	MARCH PARKING CITATION HEAF	103041-6099 Other Professional Services	TK0426B	100.00	2011-040	P03649	00072461	05/03/2011
MW OH	LE-NGUYEN, MAGGIE V007345	MAY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	Vendor Total: TK0426B	100.00				
MW OH	LEE, JESSICA V007567	DEPOSIT REFUND - TRJ CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK0426B	50.00				
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	103655-6301 Special Department Supplies	Vendor Total: TK0426B	50.00		P04807	00072464	05/03/2011
MW OH	LOOMIS, CORINNE V002634	1/2 YEAR UNIFORM ALLOWANCE	103042-6360 Uniforms	Vendor Total: TK0426E	365.94				
MW OH	MAKE IT PERSONAL V000646	MAGNETIC NAME BADGE	101001-6301 Special Department Supplies	Vendor Total: TK0426B	100.00		P05068	00072466	05/03/2011
MW OH	MALDONADO, KETSSIA V007185	DEPOSIT REFUND - KRAEMER PAI	100000-4385 / 79175-4385 Facility Rental	Vendor Total: TK0426B	9.29				
MW OH	MARIPOSA HORTICULTURE V000647	MARCH CITY LANDSCAPE SRVS	103655-6115 Landscaping	Vendor Total: TK0426B	100.00	68594	P03854	00072467	05/03/2011
MW OH	MARTINEZ, AUSTIN V004930	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	49,799.77	51080			
MW OH	MARTINEZ, JUANITA V002976	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	100.00	042611P		00072469	05/03/2011
MW OH	MARTINEZ, JUANITA V002976	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	100.00	042611H		00072470	05/03/2011

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MW OH	MC CULLOUGH, JASON V002627	I/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	100.00	100.00 0426111		00072471	05/03/2011
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	Vendor Total: TK0426B	100.00	6.74 4836/5	P03816	00072472	05/03/2011
MW OH	MCCONAHA, MICHAEL V002517	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	Vendor Total: TK0426B	6.74	50.00 MAY 11		00072473	05/03/2011
MW IP	MEDICAL EYE SERVICES V005168	MAY VISION INSURANCE PREMIU	395000-4740 ISF Employee Optical Costs	Vendor Total: ITK42111	50.00	2,042.53 110982244901		00072392	04/21/2011
MW IP	MEDICAL EYE SERVICES V005168	MAY VISION INSURANCE PREMIU	395083-5164 Optical Insurance Premiums	Vendor Total: ITK42111	1,369.33	1,369.33 110982244901		00072392	04/21/2011
MW OH	MENELY, RICKI V003570	INTERVIEW/INTERROGATTN CLAS	103041-6250 Staff Training	Vendor Total: TK0426B	3,411.86	257.21 041811	P05073	00072474	05/03/2011
MW OH	MILLSAP, SCOTT V003801	RADAR & LASER OPERATOR-REGI	103041-6250 Staff Training	Vendor Total: TK0426B	257.21	80.00 041811	P05057	00072475	05/03/2011
MW OH	MINUTEMAN PRESS-PLACE PD V007449	PRINTING	431010-6230 Printing & Binding	Vendor Total: TK0426B	80.00	779.54 24665	P04840	00072476	05/03/2011
MW OH	MUELLER, SHARON V007569	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK0426B	779.54	50.00 68596		00072477	05/03/2011
MW IP	MULLINS, JOHN F V007551	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	Vendor Total: ITK42111	50.00	30.50 10010682		00072393	04/21/2011

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MW IP	MULLINS, JOHN F V007551	REFUND-PARKING CITATION	0044-2038 Parking Fines	ITK42111	12.50	10010682		00072393	04/21/2011
MW OH	NATIONAL CONSTRUCTION V002550	RESTROOM RENTAL	384359-6137 Repair Maint/Equipment	Vendor Total: TK0426C	43.00 85.38	3158916	P03817	00072478	05/03/2011
MW OH	NEXTEL COMMUNICATION V000670	PD MOBILE DEVICES CHARGES	431010-6215 Telephone	Vendor Total: TK0426E	85.38 766.57	521311782-037		00072479	05/03/2011
MW OH	NGUYEN, MICHAEL V005291	MAY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	Vendor Total: TK0426C	766.57 50.00	MAY 11		00072480	05/03/2011
MW IP	NICKEY PETROLEUM COMI V000696	GASOLINE FOR CITY	433658-6345 Gasoline & Diesel Fuel	Vendor Total: ITK42111	50.00 33,596.43	298128	P04718	00072394	04/21/2011
MW OH	NICKS, JONATHAN V004909	MAY MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	Vendor Total: TK0426C	33,596.43 50.00	MAY 11		00072481	05/03/2011
MW OH	NORCO DELIVERY SERVICE V007294	SHIPPING CHARGES	333552-6185 / 6100440600-6185 Construction Services	Vendor Total: TK0426C	50.00 12.48	225894	P04864	00072482	05/03/2011
MW OH	OCE IMAGISTICS INC. V006549	MARCH COPIER MAINT	431010-6175 Office Equipment Rental	Vendor Total: TK0426C	12.48 552.78	415734455		00072483	05/03/2011
MW OH	OCE IMAGISTICS INC. V006549	MARCH COPIER MAINT	431010-6175 Office Equipment Rental	TK0426C	275.69	415735299		00072483	05/03/2011
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	Vendor Total: TK0426C	828.47 10.32	036350	P05071	00072484	05/03/2011
MW OH	OFFICE INDUSTRIES	OFFICE SUPPLIES	102020-6315	TK0426C	70.58	036392	P05071	00072484	05/03/2011

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	V007477		Office Supplies						
MW OH	OGAWA, KAREN V005894	MAY MONTHLY EXPENSES	357536-5001 Salaries/Full-Time Regular	Vendor Total: TK0426C	80.90			00072485	05/03/2011
MW OH	OGAWA, KAREN V005894	MAY MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK0426C	75.00			00072485	05/03/2011
MW OH	ONYX ARCHITECTS V006691	ARCHITECT SRVS-E.T. POWELL	333554-6105 / 6104315023-6105 Custodial	Vendor Total: TK0426C	100.00		P05062	00072486	05/03/2011
MW OH	ONYX ARCHITECTS V006691	ARCHITECT SRVS-E.T. POWELL	333554-6105 / 6104315023-6105 Custodial	TK0426C	4,164.16	10694		00072486	05/03/2011
MW OH	ONYX ARCHITECTS V006691	ARCHITECT SRVS-E.T. POWELL	333554-6105 / 6104315023-6105 Custodial	TK0426C	332.50	10734R		00072486	05/03/2011
MW OH	ONYX ARCHITECTS V006691	ARCHITECT SRVS-E.T. POWELL	333554-6105 / 6104315023-6105 Custodial	TK0426C	500.84	10741R		00072486	05/03/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/16/11 PD DATE 4/22/11	0048-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY11008	4,997.50			00072371	04/22/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/16/11 PD DATE 4/22/11	0029-2176 PCEA/OCEA Assoc Dues	PY11008	28.85	2610/1101008		00072371	04/22/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/16/11 PD DATE 4/22/11	0010-2176 PCEA/OCEA Assoc Dues	PY11008	10.57	2610/1101008		00072371	04/22/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/16/11 PD DATE 4/22/11	0037-2176 PCEA/OCEA Assoc Dues	PY11008	296.32	2610/1101008		00072371	04/22/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 4/16/11 PD DATE 4/22/11	0043-2176 PCEA/OCEA Assoc Dues	PY11008	10.58	2610/1101008		00072371	04/22/2011
MW OH	ORANGE COUNTY REGISTE V003211	MARCH LEGAL ADVERTISING	101002-6225 Advertising/Promotional	Vendor Total: TK0426C	365.56			00072487	05/03/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/16/11 PD DATE 4/22/11	0010-2196 Garnishments W/H	Vendor Total: PY11008	195.76		P03960	00072487	05/03/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/16/11 PD DATE 4/22/11	0010-2196 Garnishments W/H	PY11008	195.76	041911		00072487	05/03/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/16/11 PD DATE 4/22/11	0010-2196 Garnishments W/H	PY11008	112.50	2714/1101008		00072372	04/22/2011

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MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/16/11 PD DATE 4/22/11	0048-2196 Garnishments W/H	PY11008	22.50	2714/1101008		00072372	04/22/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 4/16/11 PD DATE 4/22/11	0029-2196 Garnishments W/H	PY11008	15.00	2714/1101008		00072372	04/22/2011
MW IP	ORANGE COUNTY TREASURY V007306	MARCH PARKING CITATIONS	0044-2038 Parking Fines	Vendor Total: ITK42111	150.00 7,662.50	03012011		00072395	04/21/2011
MW OH	PAK WEST PAPER & PACK V000815	JANITORIAL SUPPLIES	433654-6301 Special Department Supplies	Vendor Total: TK0426C	7,662.50 1,541.05	856874-00	P03870	00072488	05/03/2011
MW OH	PARKER, EVA V005887	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	100.00	042611J		00072489	05/03/2011
MW OH	PARS V006999	APRIL PARS ADMIN SRVS	431010-6999 Other Expenditure	Vendor Total: TK0426C	400.00	19989		00072490	05/03/2011
MW OH	PAULS PET FOOD V006389	DOG FOOD	103041-6301 / 50060-6301 Special Department Supplies	Vendor Total: TK0426C	400.00 111.89	271974	P03653	00072491	05/03/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/16/11 PD DATE 4/22/11	0010-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY11008	7.73	2615/1101008		00072373	04/22/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/16/11 PD DATE 4/22/11	0029-2176 PCEA/OCEA Assoc Dues	PY11008	0.32	2615/1101008		00072373	04/22/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/16/11 PD DATE 4/22/11	0037-2176 PCEA/OCEA Assoc Dues	PY11008	0.27	2615/1101008		00072373	04/22/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/16/11 PD DATE 4/22/11	0043-2176 PCEA/OCEA Assoc Dues	PY11008	0.50	2615/1101008		00072373	04/22/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 4/16/11 PD DATE 4/22/11	0048-2176 PCEA/OCEA Assoc Dues	PY11008	0.68	2615/1101008		00072373	04/22/2011

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MW OH	PISCHEL, STEVE V002520	MAY MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	Vendor Total: TK0426C	9.50 100.00	MAY 11		00072492	05/03/2011
MW OH	PLACENTIA POLICE MANAC V000839	P/E 4/16/11 PD DATE 4/22/11	0010-2180 Police Mgmt Assn Dues	Vendor Total: PY11008	100.00 995.66	2625/1101008		00072374	04/22/2011
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 4/16/11 PD DATE 4/22/11	0010-2178 Placentia Police Assoc Dues	Vendor Total: PY11008	995.66 2,749.17	2620/1101008		00072375	04/22/2011
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 4/16/11 PD DATE 4/22/11	0022-2178 Placentia Police Assoc Dues	Vendor Total: PY11008	65.11	2620/1101008		00072375	04/22/2011
MW OH	PLACENTIA, CITY OF V000773	PARKING	101001-6245 Meetings & Conferences	Vendor Total: TK0426A	2,814.28 15.25	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	PARKING 5 DAYS TREASURER CO	102020-6245 Meetings & Conferences	TK0426A	85.00	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	POSTAGE/SB 90 CLAIM	102020-6325 Postage	TK0426A	18.30	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	PARKING-CAL TRANS TRAINING	102021-6250 Staff Training	TK0426A	20.00	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	LEADERSHIP CLASS-REG	102531-6245 Meetings & Conferences	TK0426A	50.58	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	PLANNING DIRECTOR TRAINING	102531-6245 Meetings & Conferences	TK0426A	40.00	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	BLDG CODE MEETING	102532-6245 Meetings & Conferences	TK0426A	50.00	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	CODE ENFORCEMENT TRAINING	102533-6245 Meetings & Conferences	TK0426A	25.00	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	HERITAGE DAY SUPPLIES	0044-2067 / 79392-2067 Heritage Committee	TK0426A	11.88	042511		00072493	05/03/2011

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MW OH	PLACENTIA, CITY OF V000773	COPIES OF COUNTY RECORDS	102533-6301 Special Department Supplies	TK0426A	4.00	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	PETTY CASH BALANCE	100000-4399 Other Charges for Service	TK0426A	96.69	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	CAL TRANS TRAINING	103550-6250 Staff Training	TK0426A	39.46	042511		00072493	05/03/2011
MW OH	PLACENTIA, CITY OF V000773	PARK SUPPLIES	104071-6301 Special Department Supplies	TK0426A	11.61	042511		00072493	05/03/2011
			<b>Vendor Total:</b>		<b>467.77</b>				
MW OH	PLACENTIA-YORBA LINDA V007408	PRINTING SRVS	431010-6230 Printing & Binding	TK0426C	125.37	111161	P04824	00072494	05/03/2011
			<b>Vendor Total:</b>		<b>125.37</b>				
MW OH	PMW ASSOCIATES V005647	GANG SEMINAR-REGISTRATION	213041-6245 Meetings & Conferences	TK0426C	430.00	041811	P04979	00072495	05/03/2011
			<b>Vendor Total:</b>		<b>430.00</b>				
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	ITK42111	126.23	MAY 11		00072396	04/21/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	ITK42111	86.73	MAY 11		00072396	04/21/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	ITK42111	286.92	MAY 11		00072396	04/21/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	ITK42111	90.95	MAY 11		00072396	04/21/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	104072-5163 Life Insurance Premiums	ITK42111	55.94	MAY 11		00072396	04/21/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	ITK42111	244.32	MAY 11		00072396	04/21/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	MAY LIFE INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	ITK42111	234.87	MAY 11		00072396	04/21/2011
			<b>Vendor Total:</b>		<b>1,125.96</b>				

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MW IP	PSYCHOLOGICAL CONSULT V003436	PRE-EMPLOYMENT PSYCH EVAL	101512-6099 Other Professional Services	ITK42111	350.00	3222011LJ	P05053	00072397	04/21/2011
MW OH	QUARTERMASTER UNIFORMS V005761	UNIFORMS	103041-6360 Uniforms	Vendor Total: TK0426C	350.00		P03668	00072496	05/03/2011
MW OH	QUARTERMASTER UNIFORMS V005761	UNIFORMS	103040-6360 Uniforms	TK0426C	9.78	R502248300011	P03668	00072496	05/03/2011
MW OH	RADOMSKI, DAVID V002832	VEHICULAR HOMICIDE TRAINING	103041-6250 / 50028-6250 Staff Training	Vendor Total: TK0426C	58.71		P05059	00072497	05/03/2011
MW OH	RAY-LITE ENERGY MANAG V006931	TROUBLESHOOT/CHECK CONTROL	433654-6130 Repair & Maint/Facilities	Vendor Total: TK0426C	542.62		P04936	00072498	05/03/2011
MW OH	ROBINSON, JULIE V007582	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK0426C	2,445.95	1028		00072499	05/03/2011
MW OH	RUBALCAVA, SANTOS V002671	1/2 YEAR UNIFORM ALLOWANCE	103041-6360 Uniforms	Vendor Total: TK0426E	100.00	042611B		00072500	05/03/2011
MW OH	SANCHIS, ALITA V005630	DEPOSIT REFUND - AGUIRRE	100000-4385 / 79160-4385 Facility Rental	Vendor Total: TK0426C	100.00	67782A		00072501	05/03/2011
MW OH	SANDOVAL, MARIA V002916	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	Vendor Total: TK0426C	100.00	68508		00072502	05/03/2011
MW OH	SCHLIEDER, BEVERLY V002503	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	150.00			00072503	05/03/2011
				Vendor Total:	100.00				

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MW OH	SCHMAHL, DAVID V007583	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0426C	100.00	68514		00072504	05/03/2011
MW OH	SCHWARTZ, MONIQUE V004447	MAY MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	Vendor Total: TK0426C	100.00 50.00	MAY 11		00072505	05/03/2011
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE DOCS	374386-6299 Other Purchased Services	Vendor Total: TK0426C	50.00 125.25	00333700095	P03933	00072506	05/03/2011
MW OH	SMITH, WARD V002806	MAY MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	Vendor Total: TK0426C	125.25 50.00	MAY 11		00072507	05/03/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	0010-1228 AR/County of Orange	Vendor Total: ITK42111	50.00 15.00	041211		00072398	04/21/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	431010-6330 Electricity	ITK42111	13,142.71	041211		00072398	04/21/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	103552-6330 Electricity	ITK42111	8.77	041211		00072398	04/21/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	286560-6330 Electricity	ITK42111	31,209.15	041211		00072398	04/21/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	296561-6330 Electricity	ITK42111	235.65	041211		00072398	04/21/2011
MW OH	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	103552-6330 Electricity	TK0426E	48.95	042211		00072508	05/03/2011
MW OH	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	431010-6330 Electricity	TK0426E	10,188.62	042211		00072508	05/03/2011
MW OH	SOUTHERN CALIFORNIA EI V000910	MONTHLY ELECTRICITY CHARGE	296561-6330 Electricity	TK0426E	23.12	042211		00072508	05/03/2011
MW OH	SOUTHERN CALIFORNIA G/ V000910	FEB SUNDRY BILLING	384359-6137	Vendor Total: TK0426C	54,871.97 575.00	91065046	P04872	00072509	05/03/2011

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MW OH	V000993 SOUTHERN CALIFORNIA G/	REPLACE POSITIVE AIR FAN	Repair Maint/Equipment	TK0426C	572.47	91065050	P04872	00072509	05/03/2011
	V000993		384359-6137 Repair Maint/Equipment						
MW OH	SPARKLETT'S V000967	WATER DELIVERY	431010-6301 Special Department Supplies	Vendor Total:	1,147.47				
			TK0426C	Vendor Total:	88.54	4106122 031711	P03631	00072510	05/03/2011
MW IP	SPRINT V006126	MONTHLY RELAY SERVICE CHAR	431010-6215 Telephone	ITK42111	557.06	95031111100258		00072399	04/21/2011
				Vendor Total:	557.06				
MW IP	ST JOSEPH HERITAGE HEAL V000980	MARCH MEDICAL EXAMS	101512-6099 Other Professional Services	ITK42111	160.00	252-1455	P05065	00072400	04/21/2011
				Vendor Total:	160.00				
MW IP	STANFORD, ROBERT V007552	REFUND-PARKING CITATION	0044-2038 Parking Fines	ITK42111	12.50	13009526		00072401	04/21/2011
				Vendor Total:	26.50	13009526		00072401	04/21/2011
MW IP	STANFORD, ROBERT V007552	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	ITK42111	26.50	13009526			
				Vendor Total:	39.00				
MW OH	STANLEY CONVERGENT SE ALARM MONITORING-166 E. LA JC V005591	ALARM MONITORING	103043-6127 / 50100-6127 Alarm Monitoring	TK0426C	105.00	8178816	P04059	00072511	05/03/2011
				Vendor Total:	105.00				
MW OH	STEFANO'S GOLDEN BAKEI INTERVIEW PANEL BREAKFAST V007546	MEETINGS & CONFERENCES	101512-6245 Meetings & Conferences	TK0426C	105.16	033011	P05069	00072512	05/03/2011
				Vendor Total:	105.16				
MW IP	STIMSON, ERIN ASHLEY V007553	REFUND-PARKING CITATION	0044-2038 Parking Fines	ITK42111	12.50	PK437560		00072402	04/21/2011
				Vendor Total:	26.50	PK437560		00072402	04/21/2011
MW IP	STIMSON, ERIN ASHLEY V007553	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	ITK42111	26.50	PK437560			
				Vendor Total:	39.00				

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MW OH	SUNGARD PUBLIC SECTOR V005987	MAY OS-ASP SRVS	422023-6136 Software Maintenance	TK0426C	5,000.00	34676	P03780	00072513	05/03/2011
MW OH	SUNGARD PUBLIC SECTOR V005987	IFAS REMOTE PROJECT MANAGER	422023-6136 Software Maintenance	TK0426C	1,500.00	33884	P05072	00072513	05/03/2011
MW IP	T-MOBILE V004339	MONTHLY CELL PHONE CHARGE	431010-6215 Telephone	Vendor Total: ITK42111	6,500.00 1,332.65	040211		00072403	04/21/2011
MW IP	T-MOBILE V004339	MONTHLY CELL PHONE CHARGE	431010-6215 Telephone	ITK42111	1,423.95	040311		00072403	04/21/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	PAINT FOR STREET MAINT	103652-6301 Special Department Supplies	Vendor Total: TK0426D	2,756.60 1,034.21	1015023A		00072514	05/03/2011
MW OH	TURBO DATA SYSTEMS INC V001238	MARCH CITATION PROCESSING	103041-6099 Other Professional Services	Vendor Total: TK0426D	1,034.21 1,582.77	17607	P03655	00072515	05/03/2011
MW OH	UNITED PAVING COMPANY V007458	VAN BUREN STREET PROJECT	333552-6185 / 6105740133-6185 Construction Services	Vendor Total: TK0426D	1,582.77 112,159.48	14272	P04866	00072516	05/03/2011
MW OH	UNITED WAY OF ORANGE V001062	P/E 4/16/11 PD DATE 4/22/11	0010-2193 Charity	Vendor Total: PY11008	112,159.48 23.00	2635/1101008		00072377	04/22/2011
MW OH	UNITED WAY OF ORANGE V001062	P/E 4/16/11 PD DATE 4/22/11	0037-2193 Charity	PY11008	2.00	2635/1101008		00072377	04/22/2011
MW OH	URBAN, ASHLEY V004861	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	25.00 100.00	042611L		00072517	05/03/2011
MW IP	US BANK CORPORATE PAY V005008	GASOLINE	101511-6345 Gasoline & Diesel Fuel	Vendor Total: ITK42111	100.00 63.51	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY V005008	GASOLINE	101511-6345	ITK42111	67.77	MARCH 11		00072404	04/21/2011

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	V005008		Gasoline & Diesel Fuel						
MW IP	US BANK CORPORATE PAY: GASOLINE V005008		101511-6345 Gasoline & Diesel Fuel	ITK42111	75.57	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: GASOLINE V005008		101511-6345 Gasoline & Diesel Fuel	ITK42111	68.63	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: BUSINESS MEETING LUNCH V005008		101511-6245 Meetings & Conferences	ITK42111	39.26	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: GASOLINE V005008		101511-6345 Gasoline & Diesel Fuel	ITK42111	13.03	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: GASOLINE V005008		101511-6345 Gasoline & Diesel Fuel	ITK42111	67.81	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: FASTRAK V005008		101511-6345 Gasoline & Diesel Fuel	ITK42111	40.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: OFFICE SUPPLIES V005008		102531-6315 Office Supplies	ITK42111	50.85	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: OFFICE SUPPLIES V005008		102532-6315 Office Supplies	ITK42111	22.62	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: OFFICE SUPPLIES V005008		102533-6315 Office Supplies	ITK42111	83.05	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PRINTING-PD ENVELOPES V005008		431010-6230 Printing & Binding	ITK42111	69.32	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: INTERVIEW PANEL LUNCH V005008		101512-6245 Meetings & Conferences	ITK42111	36.31	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: OFFICE SUPPLIES V005008		103040-6315 Office Supplies	ITK42111	138.63	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: MADD LUNCHEON V005008		103040-6245 Meetings & Conferences	ITK42111	125.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: MIRROR V005008		103043-6355 Small Furniture & Fixture	ITK42111	27.18	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: DOME BADGE V005008		103043-6301 / 50040-6301 Special Department Supplies	ITK42111	246.13	MARCH 11		00072404	04/21/2011

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MW IP	US BANK CORPORATE PAY: PAINT SUPPLIES V005008		433654-6301 Special Department Supplies	ITK42111	49.89	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: INTERVIEW PANEL LUNCH V005008		101512-6245 Meetings & Conferences	ITK42111	63.99	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: RUBBER STAMP V005008		103040-6315 Office Supplies	ITK42111	32.70	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: FIELD SEARCH CERT-REGISTRATI V005008		213041-6250 Staff Training	ITK42111	100.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: MEXICAN MAFIA/GANGS-REG UCI V005008		213041-6250 Staff Training	ITK42111	75.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: MEXICAN MAFIA/GANGS-REG AN V005008		213041-6250 Staff Training	ITK42111	75.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: SOFTWARE-CABLE CHANNEL V005008		0044-2041 Public,Education,Govt Fees	ITK42111	399.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PRINTING-STATE OF THE CITY V005008		101511-6301 Special Department Supplies	ITK42111	433.91	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: SR. CENTER SUPPLIES V005008		0044-2040 / 79278-2040 Special Deposits	ITK42111	132.95	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: TONER V005008		101572-6315 Office Supplies	ITK42111	179.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: HARD DRIVE-CABLE CHANNEL V005008		0044-2041 Public,Education,Govt Fees	ITK42111	96.99	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PARKS CRAFT SUPPLIES V005008		104071-6301 Special Department Supplies	ITK42111	81.89	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PARKS SUPPLIES V005008		104071-6301 Special Department Supplies	ITK42111	117.81	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: 4/16/11 EXCURSION TICKETS V005008		104071-6270 / 79506-6270 Excursions	ITK42111	334.95	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: REFUND - 4/16/11 EXCURSION V005008		104071-6270 / 79506-6270 Excursions	ITK42111	-63.80	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: 5/4/11 EXCURSION TICKETS V005008		104071-6270 / 79506-6270	ITK42111	294.00	MARCH 11		00072404	04/21/2011

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	V005008		Excursions						
MW IP	US BANK CORPORATE PAY: CLEANING SUPPLIES V005008		104071-6301 Special Department Supplies	ITK42111	48.23	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: OFFICE SUPPLIES V005008		103040-6315 Office Supplies	ITK42111	18.25	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: SHIPPING SUPPLIES V005008		103040-6315 Office Supplies	ITK42111	30.43	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: CASSETTE DUPLICATOR V005008		103043-6137 / 50100-6137 Repair Maint/Equipment	ITK42111	416.39	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: MEDIA CARDS/THUMB DRIVES V005008		103043-6137 / 50040-6137 Repair Maint/Equipment	ITK42111	166.80	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: BIKE TEAM UNIFORMS V005008		103041-6360 / 50120-6360 Uniforms	ITK42111	257.44	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PARTABLE HAND SANITIZERS V005008		103043-6301 Special Department Supplies	ITK42111	20.46	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: HAND CRANK V005008		103043-6301 Special Department Supplies	ITK42111	10.44	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: SCMAF TRAINING V005008		104071-6245 Meetings & Conferences	ITK42111	65.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: STOCK PHOTO'S V005008		104071-6301 Special Department Supplies	ITK42111	175.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: REPAIR PLAYGROUND SURFACE V005008		104071-6130 Repair & Maint/Facilities	ITK42111	1,000.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: REPAIR PLAYGROUND SURFACE V005008		104071-6130 Repair & Maint/Facilities	ITK42111	637.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: INSTALL CHAIN LINK FENCE V005008		333555-6185 / 6105040023-6185 Construction Services	ITK42111	1,000.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: INSTALL CHAIN LINK FENCE V005008		333555-6185 / 6105040023-6185 Construction Services	ITK42111	653.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: COUNCIL MEETING SUPPLIES V005008		101001-6301 Special Department Supplies	ITK42111	19.99	MARCH 11		00072404	04/21/2011

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MW IP	US BANK CORPORATE PAY: V005008	COMPOST PROGRAM INCENTIVES	374386-6301 Special Department Supplies	ITK42111	31.96	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	MEETING SUPPLIES	101514-6245 Meetings & Conferences	ITK42111	9.98	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	FLASH LIGHTS FOR YARD	433654-6350 Small Tools/Equipment	ITK42111	88.79	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	MEMORY CARD FOR PD CAMERA	103655-6301 Special Department Supplies	ITK42111	10.74	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	SPRAY PAINT	103655-6301 Special Department Supplies	ITK42111	11.46	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	FLAG HOLDER STRAPS	103655-6301 Special Department Supplies	ITK42111	44.59	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	2011 PAPA SEMINAR	103655-6301 Special Department Supplies	ITK42111	80.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	7/3/11 EXCURSION TICKETS	104071-6270 / 79506-6270 Excursions	ITK42111	842.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	OC WATER SUMMIT	101001-6245 Meetings & Conferences	ITK42111	115.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	AIRLINE TICKET-SAC DINNER	101001-6245 Meetings & Conferences	ITK42111	387.40	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	TONER	103550-6315 Office Supplies	ITK42111	102.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	CREDIT - APWA SEMINAR	103550-6245 Meetings & Conferences	ITK42111	-349.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK42111	500.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	MMASC MEMBERSHIP	102020-6255 Dues & Memberships	ITK42111	65.00	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	DRAIN SNAKE	103552-6301 Special Department Supplies	ITK42111	365.40	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: V005008	CREDIT	433654-6130	ITK42111	-50.44	MARCH 11		00072404	04/21/2011

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	V005008		Repair & Maint/Facilities						
MW IP	US BANK CORPORATE PAY	PAINT/SUPPLIES	433654-6130	ITK42111	193.89	MARCH 11		00072404	04/21/2011
	V005008		Repair & Maint/Facilities						
MW IP	US BANK CORPORATE PAY	MARCH 2011 CAL CARD STATEME	101511-6245	ITK42111	381.40	MARCH 11		00072404	04/21/2011
	V005008		Meetings & Conferences						
MW IP	US BANK CORPORATE PAY	PAINT	433654-6130	ITK42111	136.01	MARCH 11		00072404	04/21/2011
	V005008		Repair & Maint/Facilities						
MW IP	US BANK CORPORATE PAY	PAINT	433654-6130	ITK42111	45.85	MARCH 11		00072404	04/21/2011
	V005008		Repair & Maint/Facilities						
MW IP	US BANK CORPORATE PAY	DVD/VCR PLAYER	433654-6301	ITK42111	107.42	MARCH 11		00072404	04/21/2011
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	BASEBOARDS, GLUE	433654-6130	ITK42111	143.91	MARCH 11		00072404	04/21/2011
	V005008		Repair & Maint/Facilities						
MW IP	US BANK CORPORATE PAY	BASKETBALL TROPHIES	104071-6301 / 79376-6301	ITK42111	476.33	MARCH 11		00072404	04/21/2011
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	PAPER	104071-6301	ITK42111	20.97	MARCH 11		00072404	04/21/2011
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	PAPER - HERITAGE	104071-6301 / 79392-6301	ITK42111	353.53	MARCH 11		00072404	04/21/2011
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	INCENTIVES FOR HIGH SCHOOLS	104071-6301	ITK42111	55.24	MARCH 11		00072404	04/21/2011
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	HELIUM TANK REFILL/RENTAL	104071-6301	ITK42111	167.98	MARCH 11		00072404	04/21/2011
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	BASKETBALL MEDALS	104071-6301 / 79380-6301	ITK42111	86.89	MARCH 11		00072404	04/21/2011
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	AUTO PARTS	0043-1505	ITK42111	37.58	MARCH 11		00072404	04/21/2011
	V005008		Auto Supply Inventory						
MW IP	US BANK CORPORATE PAY	CNG STATION CARD READER	384359-6137	ITK42111	256.65	MARCH 11		00072404	04/21/2011
	V005008		Repair Maint/Equipment						
MW IP	US BANK CORPORATE PAY	AUTO PARTS	0043-1505	ITK42111	18.79	MARCH 11		00072404	04/21/2011
	V005008		Auto Supply Inventory						

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MW IP	US BANK CORPORATE PAY: TRIMMING STRING V005008		0043-1505 Auto Supply Inventory	ITK42111	46.39	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PAINTING SUPPLIES V005008		433654-6130 Repair & Maint/Facilities	ITK42111	343.51	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: AIRLINE TICKET-SAC DINNER V005008		101001-6245 Meetings & Conferences	ITK42111	381.40	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PAPER TOWELS - CNG STATION V005008		384359-6137 Repair Maint/Equipment	ITK42111	92.70	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: SPRAYER V005008		103652-6310 Street Signs	ITK42111	31.39	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PAPER TOWELS - CNG STATION V005008		384359-6137 Repair Maint/Equipment	ITK42111	26.08	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: TRASH BAGS V005008		0043-1505 Auto Supply Inventory	ITK42111	33.71	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: KNEE PADS, BATTERIES V005008		103652-6301 Special Department Supplies	ITK42111	96.19	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PAINTING SUPPLIES V005008		433654-6130 Repair & Maint/Facilities	ITK42111	133.76	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: OC RAINBOW REFERRAL GUIDE V005008		103040-6320 Books & Periodicals	ITK42111	58.45	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PD SHELVING V005008		103040-6135 Repair/Maint Off Furn & Eqp	ITK42111	270.76	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: TRUCK SIDE BOARDS V005008		103655-6301 Special Department Supplies	ITK42111	46.82	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PAINTING SUPPLIES V005008		433654-6130 Repair & Maint/Facilities	ITK42111	22.53	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PAINTING SUPPLIES V005008		103655-6301 Special Department Supplies	ITK42111	111.59	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: CONCRETE V005008		103655-6301 Special Department Supplies	ITK42111	15.05	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: RESTROOM DISPENSER V005008		433654-6301	ITK42111	76.13	MARCH 11		00072404	04/21/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: BATTERIES V005008		433654-6130 Repair & Maint/Facilities	ITK42111	19.50	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: BATTERIES V005008		433654-6130 Repair & Maint/Facilities	ITK42111	49.81	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: WATER HEATER V005008		433654-6130 Repair & Maint/Facilities	ITK42111	215.33	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: REPLACEMENT BOARDS-SHELTER V005008		103655-6301 Special Department Supplies	ITK42111	53.42	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: 3/15/11 CITY COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK42111	50.84	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: PAINTING SUPPLIES V005008		433654-6137 Repair Main/Equipment	ITK42111	53.19	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: 3/1/11 CITY COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK42111	114.73	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: ROAD BASE MATERIALS V005008		103652-6301 Special Department Supplies	ITK42111	152.25	MARCH 11		00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: WINDOW TINTING V005008		0043-1505 Auto Supply Inventory	ITK42111	85.00	MARCH 11	P03800	00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: MISC PARTS V005008		0043-1505 Auto Supply Inventory	ITK42111	19.68	MARCH 11	P03816	00072404	04/21/2011
MW IP	US BANK CORPORATE PAY: TIRE V005008		0043-1505 Auto Supply Inventory	ITK42111	76.11	MARCH 11	P03824	00072404	04/21/2011
			<b>Vendor Total:</b>		<b>15,570.02</b>				
MW OH	Union Bank PARS #674602240 V006596	P/E 4/16/11 PD DATE 4/22/11	0048-2126 Employee PARS/ARS W/H	PY11008	17.00	2012/1101008		00072376	04/22/2011
MW OH	Union Bank PARS #674602240 V006596	P/E 4/16/11 PD DATE 4/22/11	0010-2126 Employee PARS/ARS W/H	PY11008	1,647.21	2012/1101008		00072376	04/22/2011
MW OH	Union Bank PARS #674602240 V006596	P/E 4/16/11 PD DATE 4/22/11	0035-2126 Employee PARS/ARS W/H	PY11008	26.96	2012/1101008		00072376	04/22/2011
MW OH	Union Bank PARS #674602240 V006596	P/E 4/16/11 PD DATE 4/22/11	0043-2126	PY11008	40.84	2012/1101008		00072376	04/22/2011

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	V006596		Employee PARS/ARS W/H						
MW OH	Union Bank PARS #674602240 V006596	P/E 4/16/11 PD DATE 4/22/11	0042-2126 Employee PARS/ARS W/H	PY11008	5.98	2012/1101008		00072376	04/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0010-2131 Employer PARS/ARS Payable	ITK4211A	823.61	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0035-2126 Employee PARS/ARS W/H	ITK4211A	13.48	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0035-2131 Employer PARS/ARS Payable	ITK4211A	13.48	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0042-2126 Employee PARS/ARS W/H	ITK4211A	2.99	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0042-2131 Employer PARS/ARS Payable	ITK4211A	2.99	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0010-2126 Employee PARS/ARS W/H	ITK4211A	823.60	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0043-2131 Employer PARS/ARS Payable	ITK4211A	20.42	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0048-2126 Employee PARS/ARS W/H	ITK4211A	8.50	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0043-2126 Employee PARS/ARS W/H	ITK4211A	20.42	420110-A		00072407	04/21/2011
MW IP	Union Bank PARS #674602240 V006596	PAR/ARS P/E 4/16 PD 4/22/11	0048-2131 Employer PARS/ARS Payable	ITK4211A	8.50	420110-A		00072407	04/21/2011
			<b>Vendor Total:</b>		<b>3,475.98</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 4/16/11 PD DATE 4/22/11	0010-2170 Deferred Comp Payable - ICMA	PY11008	101.89	2606/1101008		00072378	04/22/2011
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 4/16/11 PD DATE 4/22/11	0048-2170 Deferred Comp Payable - ICMA	PY11008	7.72	2606/1101008		00072378	04/22/2011
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 4/16/11 PD DATE 4/22/11	0029-2170 Deferred Comp Payable - ICMA	PY11008	5.14	2606/1101008		00072378	04/22/2011

**City of Placentia  
Warrant Register  
For 05/03/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTILBORG, KIMBERLY V002630	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	114.75	100.00 042611M		00072518	05/03/2011
MW OH	VAVRINEK TRINE DAY & C V004862	MARCH CITY AUDITING SRVS	102021-6010 Accounting & Auditing Service	Vendor Total: TK0426D	100.00	6,742.00 0078954-IN	P04736	00072519	05/03/2011
MW OH	VAVRINEK TRINE DAY & C V004862	MARCH RDA AUDITING SRVS	357536-6010 Accounting & Auditing Service	TK0426D	1,000.00	0078954-IN	P04736	00072519	05/03/2011
MW OH	VEGA JR., ANTONIA V007584	DEPOSIT REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	Vendor Total: TK0426D	7,742.00	100.00 68509		00072520	05/03/2011
MW OH	VOIGT, SARAH V004058	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	Vendor Total: TK0426E	100.00	100.00 042611N		00072521	05/03/2011
MW OH	WAGE WORKS INC V000283	P/E 4/16/11 PD DATE 4/22/11	0010-2188 Health Care SSA	Vendor Total: PY11008	100.00	170.09 2655/1101008		00072379	04/22/2011
MW OH	WAGE WORKS INC V000283	P/E 4/16/11 PD DATE 4/22/11	0037-2188 Health Care SSA	PY11008	0.96	2655/1101008		00072379	04/22/2011
MW OH	WAGE WORKS INC V000283	P/E 4/16/11 PD DATE 4/22/11	0010-2190 Dependent Care SSA	PY11008	266.16	2660/1101008		00072379	04/22/2011
MW OH	WAGE WORKS INC V000283	P/E 4/16/11 PD DATE 4/22/11	0048-2190 Dependent Care SSA	PY11008	18.47	2660/1101008		00072379	04/22/2011
MW OH	WAGE WORKS INC V000283	P/E 4/16/11 PD DATE 4/22/11	0037-2190 Dependent Care SSA	PY11008	18.46	2660/1101008		00072379	04/22/2011
MW OH	WAGE WORKS INC V000283	P/E 4/16/11 PD DATE 4/22/11	0035-2190 Dependent Care SSA	PY11008	46.15	2660/1101008		00072379	04/22/2011
MW OH	WAGE WORKS INC V000283	P/E 4/16/11 PD DATE 4/22/11	0038-2190 Dependent Care SSA	PY11008	27.69	2660/1101008		00072379	04/22/2011
				Vendor Total:	547.98				

**City of Placentia  
Warrant Register  
For 05/03/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WALTER F STEPHENS INC. V000968	4 MATTRESSES FOR JAIL	103043-6301 / 50085-6301 Special Department Supplies	TK0426D	269.43	0073013-IN	P04970	00072522	05/03/2011
			<b>Vendor Total:</b>		<b>269.43</b>				
MW OH	WAYNE, GARY V007374	DEC-JAN GENERAL PLAN/ZONING	476562-6099 Other Professional Services	TK0426D	4,884.60	040711	P04554	00072523	05/03/2011
MW OH	WAYNE, GARY V007374	DEC-JAN GENERAL PLAN/ZONING	357536-6099 Other Professional Services	TK0426D	1,395.60	040711	P04554	00072523	05/03/2011
MW OH	WAYNE, GARY V007374	DEC-JAN GENERAL PLAN/ZONING	347536-6099 Other Professional Services	TK0426D	697.80	040711	P04554	00072523	05/03/2011
			<b>Vendor Total:</b>		<b>6,978.00</b>				
MW OH	WEST COAST SAND & GRAV V001134	SAND & GRAVEL	103652-6301 Special Department Supplies	TK0426D	1,064.61	704605	P04042	00072524	05/03/2011
			<b>Vendor Total:</b>		<b>1,064.61</b>				
MW OH	WILLDAN ASSOCIATES V001127	FEB ROSE DR. TRAFFIC ENGINEER	103550-6015 Engineering Services	TK0426D	1,820.00	006-10743	P04581	00072525	05/03/2011
MW OH	WILLDAN ASSOCIATES V001127	FEB GRADING @ 1636 OAK ST	0044-2048 / 45018-2048 Engineering Plan Check Deposit	TK0426D	500.00	003-11065	P04822	00072525	05/03/2011
MW OH	WILLDAN ASSOCIATES V001127	FEB CITY ENGINEERING SRVS	484356-6015 Engineering Services	TK0426D	4,480.00	003-11063	P04939	00072525	05/03/2011
MW OH	WILLDAN ASSOCIATES V001127	FEB SRVS CHAPMAN/KRAEMER B	333552-6015 / 6106015019-6015 Engineering Services	TK0426D	2,440.00	003-11064	P04940	00072525	05/03/2011
MW OH	WILLDAN ASSOCIATES V001127	FEB TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK0426D	8,960.00	006-10756	P04948	00072525	05/03/2011
MW OH	WILLDAN ASSOCIATES V001127	FEB TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK0426D	5,075.25	006-10757	P04948	00072525	05/03/2011
MW OH	WILLDAN ASSOCIATES V001127	FEB ENGNG SRVS-LOT LINE ADJU	347536-6499 Other Program Expenditures	TK0426D	595.00	003-11067	P04949	00072525	05/03/2011
MW OH	WILLDAN ASSOCIATES V001127	FEB CONST MGT-BRADFORD/MAI	333552-6185 / 6100440600-6185 Construction Services	TK0426D	15,820.00	004-10716	P05018	00072525	05/03/2011
			<b>Vendor Total:</b>		<b>39,690.25</b>				

**City of Placentia  
Warrant Register  
For 05/03/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WILLIAMS ARCHITECTS V007445	ARCHITECTUAL DESIGN SRVS	333554-6105 / 6107040133-6105 Custodial	TK0426D	10,822.50	41108	P04848	00072526	05/03/2011
			<b>Vendor Total:</b>		<b>10,822.50</b>				
MW OH	WOLFLEY, CHRISTOPHER V002623	1/2 YEAR UNIFORM ALLOWANCE	103043-6360 Uniforms	TK0426E	100.00	042610		00072527	05/03/2011
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	WORTHINGTON, MARK V007106	RADAR & LASER OPERATOR-REG	103041-6250 Staff Training	TK0426D	80.00	041811	P05058	00072528	05/03/2011
			<b>Vendor Total:</b>		<b>80.00</b>				
MW OH	WU, JONATHAN V006550	MAY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK0426D	50.00	MAY 11		00072529	05/03/2011
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	YAKER V007410	PROGRESS PYMNT 3-BRADFOR/M.	333552-6185 / 6100440151-6185 Construction Services	TK0426D	168,585.25	3	P04734	00072530	05/03/2011
			<b>Vendor Total:</b>		<b>168,585.25</b>				
MW IP	YORBA LINDA WATER DIST V001148	MONTHLY WATER CHARGES	431010-6335 Water	ITK42111	100.52	041111		00072405	04/21/2011
MW OH	YORBA LINDA WATER DIST V001148	MONTHLY WATER CHARGES	431010-6335 Water	TK0426E	341.65	041811		00072531	05/03/2011
			<b>Vendor Total:</b>		<b>442.17</b>				
MW IP	YORBA LINDA WATER DIST V006633	MARCH SEWER CHARGES	431010-6335 Water	ITK42111	250.00	6119		00072406	04/21/2011
			<b>Vendor Total:</b>		<b>250.00</b>				
			<b>Type Total:</b>		<b>825,523.18</b>				
			<b>Warrant Total:</b>		<b>895,033.60</b>				

**City of Placentia  
Redevelopment Agency Warrant Register  
For 5/3/11**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 4,301.94

Void Total: 0.00  
Warrant Total: 4,301.94

Warrant Totals by Fund  
405-Low & Moderate Housing 1,292.80  
410-RDA Capital Projects 3,009.14

Warrant Total: 4,301.94

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

**1d  
May 3, 2011**

**City of Placentia  
Warrant Register  
For 05/03/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 4/16/11 PD DATE 4/22/11	0035-2170 Deferred Comp Payable - ICMA	PY11008	388.47	2995/1101008		00002312	04/21/2011
			<b>Vendor Total:</b>		<b>388.47</b>				
			<b>Type Total:</b>		<b>388.47</b>				
MW OH	DOMER, KEN V005932	MAY MONTHLY EXPENSES	357536-5001 Salaries/Full-Time Regular	TK0426B	100.00	MAY 11		00072439	05/03/2011
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	OGAWA, KAREN V005894	MAY MONTHLY EXPENSES	357536-5001 Salaries/Full-Time Regular	TK0426C	25.00	MAY 11		00072485	05/03/2011
			<b>Vendor Total:</b>		<b>25.00</b>				
MW OH	Union Bank PARS #674602240 V006596	P/E 4/16/11 PD DATE 4/22/11	0035-2126 Employee PARS/ARS W/H	PY11008	26.96	2012/1101008		00072376	04/22/2011
			<b>Vendor Total:</b>		<b>26.96</b>				
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0035-2131 Employer PARS/ARS Payable	ITK4211A	13.48	420110-A		00072407	04/21/2011
			<b>Vendor Total:</b>		<b>13.48</b>				
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 4/16 PD 4/22/11	0035-2126 Employee PARS/ARS W/H	ITK4211A	13.48	420110-A		00072407	04/21/2011
			<b>Vendor Total:</b>		<b>13.48</b>				
MW OH	V AVRINEK TRINE DAY & C V004862	MARCH RDA AUDITING SRVS	357536-6010 Accounting & Auditing Service	TK0426D	53.92	0078954-IN	P04736	00072519	05/03/2011
			<b>Vendor Total:</b>		<b>53.92</b>				
MW OH	WAGE WORKS INC V000283	P/E 4/16/11 PD DATE 4/22/11	0035-2190 Dependent Care SSA	PY11008	1,000.00	2660/1101008		00072379	04/22/2011
			<b>Vendor Total:</b>		<b>1,000.00</b>				
MW OH	WAYNE, GARY V007374	DEC-JAN GENERAL PLAN/ZONING	357536-6099 Other Professional Services	TK0426D	46.15	040711	P04554	00072523	05/03/2011
			<b>Vendor Total:</b>		<b>46.15</b>				
MW OH	WAYNE, GARY V007374	DEC-JAN GENERAL PLAN/ZONING	347536-6099 Other Professional Services	TK0426D	697.80	040711	P04554	00072523	05/03/2011
			<b>Vendor Total:</b>		<b>697.80</b>				
MW OH	WILLDAN ASSOCIATES	FEB ENGG SRVS-LOT LINE ADJU	347536-6499	TK0426D	2,093.40	003-11067	P04949	00072525	05/03/2011
			<b>Vendor Total:</b>		<b>2,093.40</b>				



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 3, 2011

SUBJECT: AWARD OF CONTRACT TO PAVEMENT COATING COMPANY FOR CONSTRUCTION OF THE FY 2010-2011 SLURRY SEAL PROJECT AND APPROVAL OF PLANS AND SPECIFICATIONS PREPARED BY HARRIS & ASSOCIATES FOR THE FY 2010-2011 SLURRY SEAL PROJECT

FINANCIAL IMPACT: EXPENSE: \$137,952.70 FOR CONSTRUCTION  
\$111,973.00 BUDGETED IN FY 2010-2011 BUDGET, ACCOUNT# 333552-6185 J/L 61058, \$25,979.70 BUDGET TRANSFER FROM ACCOUNT# 333552-6013 J/L 61004 TO ACCOUNT# 333552-6185 J/L 61058  
REVENUE: LOCAL PROPOSITION 42 FUNDING - \$111,973.00  
COMMUNITY FACILITIES DISTRICT FUNDING - \$25,979.70

### INTRODUCTION:

As part of the City's annual pavement management program, the City performs a slurry seal treatment on various streets throughout the community to extend the useful life of these surfaces. This action will approve plans and specifications and award a contract to Pavement Coating Company in an amount of \$125,411.55 for a slurry seal project consisting of approximately 31 residential streets in the north part of the City.

### RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve plans and specifications prepared by Harris & Associates dated March 31, 2011, for the FY 2010-2011 Slurry Seal Project.
2. Award the construction contract to the lowest responsive and responsible bidder, Pavement Coating Company, for an amount not to exceed \$125,411.55.
3. Reject all other bids.
4. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an aggregate amount not to exceed 10-percent of the project construction cost.
5. Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney.
6. Approve the attached budget resolution appropriating \$25,979.70 to Account 333552-6185 J/L 61058 (Capital Projects – FY 2010-2011 Slurry Seal Project) from Account 333552-6013 J/L 61004 (Capital Projects – Madison Avenue at Bradford Avenue Intersection Improvement Project – Right-Of-Way).

**DISCUSSION:**

The proposed project allows the city to apply slurry seal as preventative maintenance to extend the life of existing pavements by correcting minor faults from the effects of aging and delay the need for more expensive structural overlays. The residential streets selected are those that will see the most long term benefit from slurry seal (see attached map). The slurry seal will extend the life of the roadway and present the most cost effective way to extend the life of the pavements that are currently in good to very good condition and delay the increased cost associated with structural overlays or reconstruction. Those streets that exhibit signs of distress such as extensive cracking and pot holes would not benefit from slurry sealing and would require thin or thick overlays or possibly reconstruction. The FY 2010-2011 Slurry Seal Project has been approved for \$121,000 in Proposition 42 County Gas Tax Fair Share Program funds.

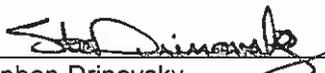
A copy of the plans and specifications is available for review in the City Clerks Office.

This project was advertised on March 31<sup>st</sup> and April 7th. Bids for construction were received on April 20, 2011. The bid summary is as follows:

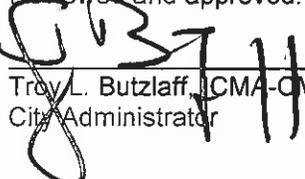
CONTRACTOR	BID
Pavement Coating Company	\$125,411.55
All American Asphalt	\$131,308.75
American Asphalt South, Inc.	\$133,640.75
Sully-Miller Contracting Company	\$133,889.00
Valley Slurry Seal Company	\$139,719.50
Doug Martin Contracting Company, Inc.	\$149,883.50

Pavement Coating Company has been performing this type of work since 1962 and is based in Mira Loma, California. Local references include the cities of Bellflower, Laguna Beach, and Newport Beach. Their proposal, references, and qualifications have been reviewed and approved by the City's Associate Engineer. The construction period is scheduled for 15 working-days which will begin once all contract documents have been executed and a notice to proceed has been issued.

Prepared by:

  
\_\_\_\_\_  
Stephen Drinovsky  
Director of Public Works

Reviewed and approved:

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

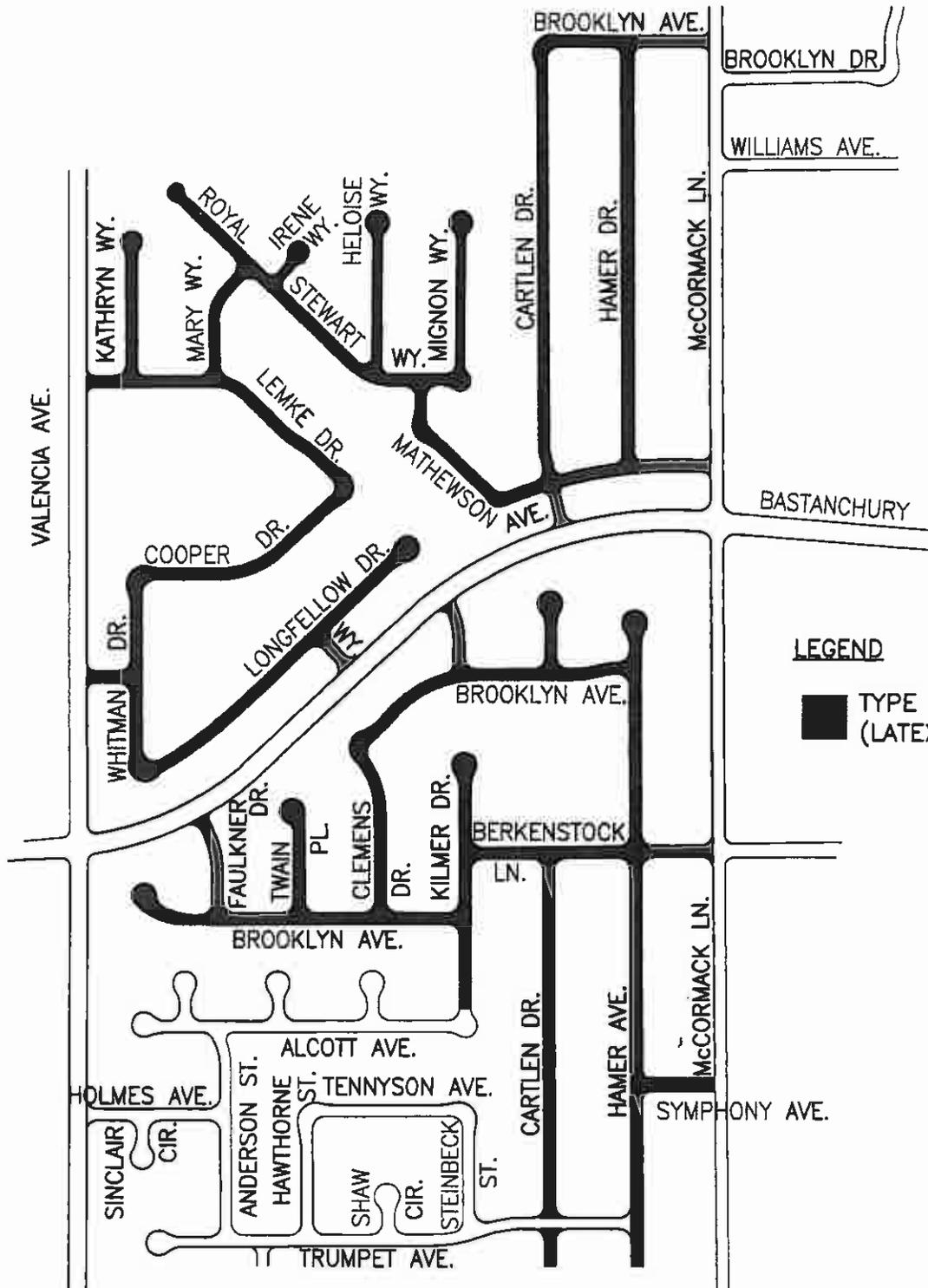
Reviewed By:

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

Attachments: As Stated

City of Placentia  
 FY 2010-11 Slurry Seal Project  
 Street List

No.	Street Name	Limits	
		From	To
1	Lemke Drive	Valencia Avenue	Cooper Drive
2	Kathryn Way	Lemke Drive	North End
3	Mary Way	Royal Stewart	Lemke Drive
4	Cooper Drive	Lemke Drive	Whitman Drive
5	Whitman Drive	Cooper Drive	Longfellow Drive
6	Swanson Avenue	Valencia Avenue	Whitman Drive
7	Longfellow Drive	Whitman Drive	East End
8	Longfellow Circle	Longfellow Drive	North End
9	Longfellow Way	Longfellow Drive	Bastanchury Road
10	Royal Stewart	Mignon Way	Koch Park
11	Irene Way	Royal Stewart	North End
12	Heloise Way	Royal Stewart	North End
13	Mignon Way	Royal Stewart	North End
14	Mathewson Avenue	Cartlen Drive	Royal Stewart
15	Cartlen Drive	Brooklyn Avenue	Bastanchury Road
16	Hamer Drive	Mathewson Avenue	Brooklyn Avenue
17	Brooklyn Avenue	McCormack Lane	Cartlen Drive
18	Mathewson Avenue	McCormack Lane	Cartlen Drive
19	Hemingway Avenue	Kilmer Drive	West End
20	Faulkner Drive	Hemingway Avenue	Bastanchury Road
21	Twain Place	Hemingway Avenue	North End
22	Clemens Drive	Hemingway Avenue	Cobb Avenue
23	Cobb Avenue	Clemens Drive	Hamer Drive
24	Harte Way	Cobb Avenue	Bastanchury Road
25	Cartlen Drive	Cobb Avenue	North End
26	Kilmer Drive	Alcott Avenue	North End
27	Berkenstock Lane	McCormack Lane	Kilmer Drive
28	Cartlen Drive	South City Limits	Berkenstock Lane
29	Hamer Drive	North End	Berkenstock Lane
30	Hamer Drive	Berkenstock Lane	South City Limits
31	Symphony Avenue	Hamer Drive	McCormack Lane



**LEGEND**

■ TYPE II SLURRY SEAL  
(LATEX MODIFIED)

**CITY OF PLACENTIA**  
PUBLIC WORKS / ENGINEERING DIVISION

**2011 SLURRY SEAL PROJECT**  
CITY PROJECT NO. 61058

## **AGREEMENT**

### **FY 2010-2011 SLURRY SEAL PROJECT**

THIS AGREEMENT is made and entered into this 3rd day of May, 2011, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation, hereinafter referred to as "City" and PAVEMENT COATING COMPANY, a California Corporation, hereinafter referred to as "Contractor". City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

### **WITNESSETH:**

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

#### **1. General Conditions**

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

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

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

own risk and expense. The decision of the Public Works Director shall be final.

2. Materials and Labor

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

3. Project

The Project is described as:

**CITY PROJECT NO. 61058  
Slurry Seal Project.**

4. Plans and Specifications

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

**FY 2010-2011 SLURRY SEAL 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 **fifteen (15)** working days from the date of the "Notice to Proceed" issued by City excluding delays caused or authorized by City as set forth in sections 8, 9, and 10 hereof.

\_\_\_\_\_  
Contractor Initials

\_\_\_\_\_  
City Initials

6. Legal Relationship between the Parties

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

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

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

7. Time is of the Essence

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

8. Excusable Delays

Contractor shall be excused for any delay in the prosecution or completion

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

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

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

#### 9. Extra Work

The Agreement price as set forth in Section 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City Engineer or Director of Public Works specifying the exact nature of the extra work and the amount of extra compensation to be paid as more particularly set forth in Section 10 hereof.

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

#### 10. Changes in Project

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

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

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

#### 11. Ownership of Documents

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

#### 12. Liquidated Damages for Delay

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

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

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **\$125,411.55, (One Hundred Twenty-Five Thousand Four Hundred Eleven Dollars and Fifty-Five Cents)** as itemized in Contractor's Proposal attached as Exhibit "A" hereto.

Within thirty (30) days from the commencement of work and the receipt by City of Contractor's invoice, there shall be paid to Contractor a sum equal to

ninety percent (90%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of City, since the commencement of the work as determined by City.

Thereafter, Contractor may submit monthly statements requesting payment based upon the value of the work completed and materials used. The monthly statements must include a detailed breakdown of all work completed and materials used during the period covered by the statement, as may be required by City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety percent (90%) of the work completed and materials used. City shall retain ten percent (10%) of the amount of each such progress estimate and material cost until the Final Payment.

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

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

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

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

14. Substitution of Securities in Lieu of Retention of Funds

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

15. Completion

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

16. Contractor's Employees Compensation

A. General Prevailing Rate:

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

B. Forfeiture for Violation:

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

C. Apprentices:

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

D. Workday:

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

E. Record of Wages; Inspection:

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

and shall comply with California Labor Code section 1776 et seq.

#### 17. Surety Bonds

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

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

#### 18. Insurance

- A. Contractor is aware of the provisions of California Labor Code section 3700 that requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.

- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under Section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty

(20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

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

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

#### 19. Indemnity

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

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

## 20. Termination

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

## 21. Waiver

Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

## 22. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

If to City:	City of Placentia 401 East Chapman Avenue Placentia, CA 92870 Attention: City Engineer
If to Contractor:	Pavement Coatings Company 10240 San Sevaine Way Mira Loma, CA 91752 Attention: Doug Ford, President

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

## 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

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

CITY OF PLACENTIA

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

ATTEST:

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

APPROVED AS TO FORM:

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

PAVEMENT COATINGS COMPANY

By \_\_\_\_\_  
, President

By \_\_\_\_\_  
, Vice President

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2010/11 IN THE AGGREGATE AMOUNT OF \$25,979.70 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 2010/11 BUDGET, RESOLUTION R-2010- , BE AMENDED TO INCLUDE THE FOLLOWING AMENDMENTS AND INCLUDE THEM AS THOUGH THEY WERE ADOPTED IN THE INITIAL BUDGET.

<u>Fund</u>	<u>Description</u>	<u>Department</u>	<u>GL Acct. #</u>	<u>Increase (Decrease)</u>
City Cap	Construction	Public Works	333552-6185 61058	25,979.70
Projects	ROW	Public Works	333552-6013 61004	(25,979.70)
				\$ 0

PASSED AND ADOPTED this 3rd day of May, 2011.

\_\_\_\_\_  
SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of May, 2011 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: NEIGHBORHOOD SERVICES MANAGER

DATE: MAY 3, 2011

SUBJECT: APPROVE COOPERATIVE AGREEMENT C-1-2483 BETWEEN THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF PLACENTIA FOR SENIOR MOBILITY PROGRAM

**FINANCIAL**

IMPACT: EXPENSE: \$ 9,526 PER FISCAL YEAR – AB2766 SUBVENTION FUNDS  
REVENUE: \$38,106 PER FISCAL YEAR – MEASURE M GRANT FROM OCTA

### **INTRODUCTION:**

The City provides a senior nutrition and activity program as part of the services it offers at the Placentia Senior Center. A component of these services includes providing transportation to the Center Monday through Friday for older adults in the community. The City funds this program through a grant agreement with Orange County Transportation Authority (OCTA) where OCTA provides 80% of the annual operating cost. This action will approve a Cooperative Agreement C-1-2483 with OCTA to allow the City to continue to receive grant funding to support the Senior Mobility Program.

### **RECOMMENDATION:**

It is recommended that the City Council:

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

### **DISCUSSION:**

The City's Senior Mobility Program is a curb-to-curb service and operates Monday through Friday, between the hours of 9:00 a.m. and 1:00 p.m. The City currently sub-contracts with California Yellow Cab to provide an average of over 4,000 trips per fiscal year for older adults from their homes to the Senior Center. OCTA began working with the City to develop the Senior Mobility Program in 2004. The continued goal of the program is to have each city provide their own transportation with assistance from OCTA. This program includes funding from OCTA and the County of Orange to local jurisdictions to assist in providing transportation to the senior citizens in their community. The current commitment from OCTA to the City of Placentia includes a five year financial commitment, which began FY 05-06 and continues through June 30, 2011. This funding level is based on a formula for the number of seniors 65 and older in the City.

The Cooperative Agreement proposed by OCTA has slight changes from the current agreement. OCTA will now fund the Senior Mobility Program through revenues received from Measure M2 instead of the Transportation Development Act. The calculation of funding will be based on the number of residents that are 60 years or over in the City as a proportion relative to the total County senior population. In

**1f**

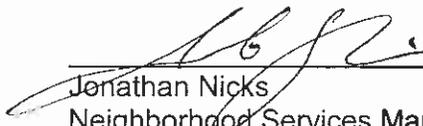
**May 3, 2011**

addition OCTA will disburse funds bi-monthly based on actual sales tax receipts, similar to the Fair Share program for Local Streets and Roads, instead of one lump sum at the beginning of the fiscal year. The changes proposed by OCTA should have no impact on the amount of grant funding that is regularly received for the program or on daily program operations.

The new Cooperative Agreement offered by OCTA would continue the Senior Mobility Program from July 1, 2011 through June 30, 2016 with an option to renew the agreement through June 30, 2021. During the current Cooperative Agreement with OCTA, the City has provided the 20% (\$9,526) using general fund dollars. It is staff's recommendation to use AB2766 Subvention Funds received from the Air Quality Management District (AQMD) instead of the City's general fund toward the 20% match for the duration of this new contract with OCTA. No general funds will be needed for this program.

Submitted by:

Reviewed and approved:

  
\_\_\_\_\_  
Jonathan Nicks  
Neighborhood Services Manager

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

Reviewed by:

  
\_\_\_\_\_  
Stephen D. Pischel  
Director of Administrative Services and  
Community Services

Attachments: Cooperative Agreement C-1-2483



1                   **ARTICLE 1. COMPLETE AGREEMENT**

2                   A.       This Agreement, including all exhibits and documents incorporated herein and made  
3 applicable by reference, constitutes the complete and exclusive statement of the term(s) and  
4 condition(s) of the agreement between AUTHORITY and CITY and it supersedes all prior  
5 representations, understandings and communications. The invalidity in whole or in part of any term or  
6 condition of this Agreement shall not affect the validity of other term(s) or condition(s).

7                   B.       AUTHORITY's failure to insist in any one or more instances upon CITY's performance of  
8 any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of  
9 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s) and  
10 CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this  
11 Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an  
12 authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued  
13 in accordance with the provisions of this Agreement.

14                   **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

15                   A.       AUTHORITY agrees to provide funds per the following guidelines:

16                         1.       Services provided under the Senior Mobility Program are available to individuals  
17 60 years of age and older.

18                         2.       Funds for the program are identified as 1% of Renewed Measure M (M2) net  
19 sales tax revenue and will be allocated to all local jurisdictions based upon the participating entity's  
20 respective percentage of the senior population for the entire county.

21                         3.       Senior population will be determined by using the most current official  
22 decennial Census information provided by the U.S. Census Bureau.

23                         4.       All active participants will receive their portion of funding on a bi-monthly  
24 basis.

25                   B.       In the event that the amount of M2 funding provided for this program is less than the  
26 amount allocated for this program in Fiscal Year 2010-11 as illustrated in Exhibit B, "Senior Mobility

1 Program Allocation," AUTHORITY will allocate Transportation Development Act (TDA) Article 4.5 funds  
 2 to CITY in an amount no greater than FY2010-11 funding levels less M2 SMP revenues for up to three  
 3 (3) years. Disbursement of TDA funds will occur with the last bi-monthly distribution of M2 funds during  
 4 the fiscal year.

5 C. Agree that Net Revenues allocated shall be expended or encumbered within three years  
 6 of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not be  
 7 granted beyond a total of five years from the date of the initial funding allocation.

8 D. In the event the time limits for use of Net Revenues are not satisfied, then any retained  
 9 Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be  
 10 returned to AUTHORITY and these Net Revenues and interest earned thereon shall be available for  
 11 allocation to any project within the same source program at the discretion of AUTHORITY.

12 E. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus  
 13 paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle  
 14 donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of Five  
 15 Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

16 **ARTICLE 3. RESPONSIBILITIES OF CITY**

17 A. CITY agrees that all funds received from AUTHORITY as specified in Article 2A  
 18 above will be used exclusively for providing accessible senior transportation services that do not  
 19 duplicate AUTHORITY's services as specified in Exhibit A entitled "Scope of Work."

20 B. CITY must satisfy all M2 eligibility criteria in order to receive their formula allocation for  
 21 this program.

22 C. CITY agrees that Net Revenues allocated shall be expended or encumbered within  
 23 three (3) years of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions  
 24 shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.

25 D. In the event the time limits for use of Net Revenues are not satisfied, any retained Net  
 26 Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to

1 AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to  
2 any project within the same source program at the discretion of AUTHORITY.

3 E. CITY agrees to match twenty percent (20%) of the total annual formula allocation.  
4 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

5 F. CITY may contract with a third-party service provider to provide senior transportation  
6 services provided that:

- 7 1. Contractor is selected using a competitive procurement process; and
- 8 2. Wheelchair accessible vehicles are available and used when requested.

9 G. CITY shall procure and maintain insurance coverage during the entire term of this  
10 Agreement. Coverage shall be full coverage or subject to self-insurance provisions. CITY shall  
11 provide the following insurance coverage:

12 1. Commercial General Liability, to include Products/Completed Operations,  
13 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of  
14 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

15 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a  
16 combined single limit of \$1,000,000.00 each accident;

17 3. Workers' Compensation with limits as required by the State of California including a  
18 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or  
19 agents;

20 4. Employers' Liability with minimum limits of \$1,000,000.00; and

21 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

22 H. Proof of such coverage, in the form of an insurance company issued policy  
23 endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to  
24 commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten  
25 (10) calendar days from the effective date of this Agreement with AUTHORITY, its officers, directors,  
26 employees and agents designated as additional insured on the general and automobile liability. Such

1 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by  
2 AUTHORITY.

3 I. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement  
4 Number C-1-2483; and, the Senior Contract Administrator's Name, Pia Veesapen.

5 J. CITY agrees to provide AUTHORITY with monthly summary reports of CITY's Senior  
6 Mobility Program. CITY shall submit monthly summary report within fifteen (15) calendar days as  
7 specified in Exhibit C "Senior Mobility Program Monthly Reporting Form," included in this  
8 Agreement, which is incorporated into and made part of this Agreement.

9 K. CITY shall adopt an annual Expenditure Report to account for Net Revenues and  
10 funds expended by the Eligible Jurisdiction, which satisfy the Maintenance of Effort requirements.  
11 The Expenditure Report shall be submitted by the end of six (6) months following the end of the  
12 jurisdiction's fiscal year and include the following:

13 1. All Net Revenue fund balances and interest earned.

14 2. Expenditures identified by type (i.e. capital, operations, administration, etc.) and  
15 program or project.

16 L. In the event CITY obtains a retired AUTHORITY vehicle for Senior Mobility Program  
17 services, CITY agrees to transfer vehicle title and registration within fourteen (14) days from taking  
18 possession of the vehicle. CITY also agrees to provide documentation to AUTHORITY confirming  
19 transfer of vehicle title and registration from AUTHORITY to CITY within thirty (30) days from taking  
20 possession of the vehicle.

21 **ARTICLE 4. TERM OF AGREEMENT**

22 This Agreement shall commence on July 1, 2011 and shall continue in full force and effect  
23 through June 30, 2016, unless earlier terminated or extended as provided in this Agreement.  
24 AUTHORITY, at its sole discretion, retains the right to extend this Agreement through June 30, 2021.

25 /

26 /

**ARTICLE 5. NOTICES**

All Notices pertaining to this Agreement and any communications from the PARTIES may be made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY:	To AUTHORITY:
City of Placentia	Orange County Transportation Authority
401 East Chapman Avenue	550 South Main Street
	P.O. Box 14184
Placentia, California 92870	Orange, California 92863-1584
ATTENTION: Jon Nicks	ATTENTION: Pia Veesapen
(714) 986 - 2338	(714) 560 - 5619

**ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS**

AUTHORITY and CITY agree that in performance of their obligations under this Agreement, they shall comply with all applicable federal, California State and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

**ARTICLE 7. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any, cited herein or incorporated by reference.

**ARTICLE 8. AUDIT AND INSPECTION OF RECORDS**

CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's accounting books, records, payroll documents and facilities as AUTHORITY deems necessary. CITY shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CITY's performance hereunder and for a period of four (4) years from the date of final payment by CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also

1 extend to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce  
2 documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

3 **ARTICLE 9. TERMINATION**

4 AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in  
5 whole or in part by giving the other PARTY written notice thereof of not less than ninety (90) days in  
6 advance of the specified date of termination.

7 **ARTICLE 10. INDEMNIFICATION**

8 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,  
9 employees and agents from and against any and all claims (including attorney's fees and  
10 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including  
11 death, damage to or loss of use of property caused by the negligent acts, omissions, or willful  
12 misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in  
13 connection with or arising out of the performance of this Cooperative Agreement .

14 B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full  
15 indemnification of AUTHORITY.

16 **ARTICLE 11. ALCOHOL AND DRUG POLICY**

17 A. CITY agrees to establish and implement an alcohol and drug program that complies with  
18 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this  
19 Agreement as Exhibit D. CITY agrees to produce any documentation necessary to establish its  
20 compliance with sections 701-707.

21 B. Failure to comply with this Article may result in nonpayment or termination of this  
22 Agreement.

23 **ARTICLE 11. CONFLICT OF INTEREST**

24 CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest  
25 means that due to other activities, relationships or contracts, CITY is unable, or potentially unable to  
26 render impartial assistance or advice to AUTHORITY; CITY's objectivity in performing the work

1 identified in the Scope of Work is or might be otherwise impaired; or CITY has an unfair competitive  
2 advantage. CITY is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as  
3 soon as they are known to CITY. All disclosures must be submitted in writing to AUTHORITY  
4 pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this  
5 Agreement.

6 **ARTICLE 12. CODE OF CONDUCT**

7 CITY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party  
8 contracts, which is hereby referenced and by this reference is incorporated herein. CITY agrees to  
9 include these requirements in all of its subcontracts.

10 **ARTICLE 13. FORCE MAJEURE**

11 Either PARTY shall be excused from performing its obligations under this Agreement during  
12 the time and extent that it is prevented from performing by a cause beyond its control, including, but  
13 not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants  
14 or facilities by the federal state or local government; national fuel shortage; or a material act of  
15 omission by the other PARTY; when satisfactory evidence of such cause is presented to the other  
16 PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is  
17 not due to the fault or negligence of the PARTY not performing.

18 /  
19 /  
20 /  
21 /  
22 /  
23 /  
24 /  
25 /  
26 /

1 Upon execution by both PARTIES, this Cooperative Agreement shall be made effective on  
2 July 1, 2011.

3 IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No.  
4 C-1-2483 to be executed on the date first above written.

5 CITY OF PLACENTIA

ORANGE COUNTY TRANSPORTATION AUTHORITY

6 By \_\_\_\_\_  
7 Scott Nelson  
8 Mayor

By \_\_\_\_\_  
Will Kempton  
Chief Executive Officer

9 APPROVED AS TO FORM:

APPROVED AS TO FORM:

10 By \_\_\_\_\_  
11 Andrew V. Arczynski  
12 City Attorney

By \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

13 APPROVED:  
14 By \_\_\_\_\_  
15 Beth McCormick  
16 General Manager, Transit



**SCOPE OF WORK**  
**Senior Mobility Program**

1. The City of Placentia (City) shall utilize funding provided by the Orange County Transportation Authority (OCTA) and its local match to provide the following services:
  - Transportation to the Senior Center for the congregate meal program, grocery store and medical appointments for older adults who reside in Placentia.
  - Curb to Curb Transportation Services.
  - Transportation provided Monday thru Friday (Except Holidays) between 9:30 a.m. to 12:30 p.m. for the congregate meal program.
  - Extra services such as trips to the grocery store and medical appointments as determined by contractor.
  
2. The City shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own workforce. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting ADA accessibility standards.
  
3. The City wishes to have the option to obtain a retirement eligible OCTA ACCESS vehicle. Additional vehicles may be purchased from OCTA for \$5,000 each. The cost of any additional vehicles will be deducted from the next fiscal year allocation. City must register the vehicle and maintain title for at least one year after transfer of title from OCTA.
  
4. The City shall perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
  - Daily Pre-Operation Inspections that meets or exceeds the guidelines provided in the attached Pre-Operation Inspection & Defect Report (Attachment 1)
  - Scheduled preventive maintenance that meets or exceeds the guidelines provided in the attached Senior Mobility P.M. Checklist, including the maintenance of all accessibility features of the vehicles. (Attachment 2)

The City shall maintain maintenance records for each vehicle for 5 years and shall cooperate fully in annual Motor coach carrier terminal inspections conducted by the California Highway patrol
  
5. The City shall ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform their duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance shall be included in this training.

**AGREEMENT NO. C-1-2483**

**EXHIBIT A**

6. The City shall submit a monthly report to OCTA's Community Transportation Services which includes, at a minimum, a monthly and fiscal year-to-date summary of service and expenditures as specified in Exhibit C.
7. The City shall participate in OCTA marketing and outreach efforts to encourage use of fixed-route transit service by older adults.
8. The City shall note OCTA sponsorship in any promotional material for service funded under this agreement and shall display the OCTA/SMP program logo on vehicles use in this program (excluding taxis).
9. The City shall ensure that it maintains adequate oversight and control over all aspects of service which are provided by a contracted vendor.

# Attachment 1

## Pre- Operation Inspection & Defect Report

### BODY DAMAGE:

Circle and describe any damage to a bus on diagram of front/rear and two side views

Bus/Van No. \_\_\_\_\_ Date: \_\_\_\_\_

*Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.*

1st Driver: \_\_\_\_\_

Miles Finish \_\_\_\_\_ Miles Start \_\_\_\_\_ Miles Elapsed \_\_\_\_\_

No Defects  Defects  Signature \_\_\_\_\_

2nd Driver: \_\_\_\_\_

Miles Finish \_\_\_\_\_ Miles Start \_\_\_\_\_ Miles Elapsed \_\_\_\_\_

No Defects  Defects  Signature \_\_\_\_\_

3rd Driver: \_\_\_\_\_

Miles Finish \_\_\_\_\_ Miles Start \_\_\_\_\_ Miles Elapsed \_\_\_\_\_

No Defects  Defects  Signature \_\_\_\_\_

### PREOPERATIONS INSPECTIONS

Indicate with an (x) that each item has been checked

AM/PM		AM/PM	
<input type="checkbox"/>	Tires/Lug Nuts (wheels & rims)	<input type="checkbox"/>	Emergency Reflectors
<input type="checkbox"/>	Motor-Guard	<input type="checkbox"/>	Turn Signal Switch/Horn
<input type="checkbox"/>	Air System	<input type="checkbox"/>	First Aid Kit
<input type="checkbox"/>	Lights/Reflectors	<input type="checkbox"/>	Radio
<input type="checkbox"/>	Wheelchair Lifts	<input type="checkbox"/>	Driver's Seat/Belt
<input type="checkbox"/>	Wheelchair Lift Cover	<input type="checkbox"/>	Door Interlock
<input type="checkbox"/>	Mirrors	<input type="checkbox"/>	W/C Tie Down Straps
<input type="checkbox"/>	Windshield Wipers/Washers	<input type="checkbox"/>	Manual Lift Bar
<input type="checkbox"/>	Fire Extinguisher	<input type="checkbox"/>	Conduct Walk Around
<input type="checkbox"/>	Steering Mechanism	<input type="checkbox"/>	Parking/Brakes/Service Brakes

DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

<u>BRAKES</u>	<u>RETARDER</u>	<u>ENGINE</u>
<input type="checkbox"/> Brake Fluid Leaks	<input type="checkbox"/> Light On	<input type="checkbox"/> Hot Engine/Water Leaks
<input type="checkbox"/> Soft/Hard	<input type="checkbox"/> Brakes Not Applied	<input type="checkbox"/> Low Oil/Oil Leaks
<input type="checkbox"/> Pull to L/R	<input type="checkbox"/> Light On	<input type="checkbox"/> Starts Hard
<input type="checkbox"/> Dragging	<input type="checkbox"/> Brakes Applied, Bus Stopped	<input type="checkbox"/> No Power/Eng. Ck. Light
<input type="checkbox"/> Smoking	<input type="checkbox"/> Light Not On	<input type="checkbox"/> Smokes
<input type="checkbox"/> Emergency Brake	<input type="checkbox"/> Brakes Applied, Bus Moving	<input type="checkbox"/> Idles Rough/Vibration
<input type="checkbox"/> Other - explain		<input type="checkbox"/> Exhaust, Vacuum Leaks
		<input type="checkbox"/> Fuel Leaks/LPG/Gas
		<input type="checkbox"/> Other - explain

#### TIRES/WHEELS

- Flat
- Embedded Object
- Cut
- Smooth/Cord
- LF RF RR RL LRC
- Loose Missing Lugs
- Other - explain

#### AC & HEATING

- Off
- Too Cold/Hot
- Defroster Defect
- Ventilation (Blowers)
- Fumes
- Other - explain

#### TRANSMISSION

- Won't Go Into Gear
- Slips/Grinds/Lurches
- Excessive Noise
- Leaks
- Drive Line Vibration
- Rear End Noise

#### LIGHTS

- Interior
- Exterior
- Location \_\_\_\_\_

#### ENTRANCE/EXIT DOORS/

#### WINDOWS

- Slow
- Inoperative
- Leaks Air
- Excessive Play
- Other - explain
- Emergency Releases

#### STEERING

- Hard/Binds
- Shimmy
- Excessive Play
- Other - explain

#### VEHICLE CLEANLINESS

- Interior
- Exterior
- Floor
- Windows
- Seal Condition
- Explain \_\_\_\_\_

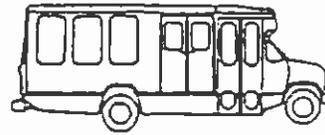
#### WHEELCHAIR LIFT

- Will Not Fold Out
- Will Not Lower/Raise
- No Restraint Down/Up
- Lift Will Not Fold Into Bus

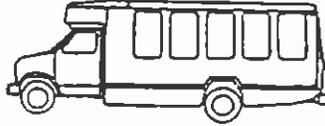
#### ELECTRICAL EQUIPMENT

- Generator/Starter
- Turn Signals/Flashers
- Horn
- Fare Box
- Instruments/Gauges
- Fuel, Oil, Amp Meter

RADIO \_\_\_\_\_ Seats \_\_\_\_\_ Handrails \_\_\_\_\_ Modesty Panels \_\_\_\_\_



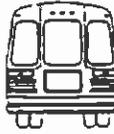
Description \_\_\_\_\_



Description \_\_\_\_\_



Description \_\_\_\_\_



Description \_\_\_\_\_

### OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print

### REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature \_\_\_\_\_

Date \_\_\_\_\_

### Senior Mobility P.M. Check List

Date	Bus#	TERMINAL	workorder#	Current Mileage
				Last inspection miles
				Miles between

A. Employee must check off all boxes/ Note all discrepancies on reverse side

B. Check files and open workorders

**C. Interior**

#	Description	ok	rep req
1	Entry door operation and seals		
2	Temperature and oil warning devices		
3	Neutral safety system		
4	Horn, gauges and dash lights		
5	Heater, defroster and fan		
6	Windshield wipers and washer		
7	Indicator lights		
8	Throttle operation		
9	Steering free play _____ In.		
10	Applied and unapplied brake test for vacuum loss		
11	Interior lights		
12	Windshield and window glass condition		
13	Window mechanism and seals		
14	Seat condition		
15	Interior body, floor and stantions		
16	Fire extinguisher date and bracket		
17	Road warning devices		
18	First aid kits		
19	Emergency exits operation, warning devices and signs		
20	Interior clean		
21	Back up alarm		

**D. Exterior**

#	Description	ok	rep req
1	All exterior lights and signals		
2	Mirror condition and mounting		
3	Record body damage		
4	Bumper bolts		
5	Paint lettering and appearance		
6	Emergency exits		
7	Axle flange and lug nuts, oil hubs		
8	Tire side wall condition, cracked wheels, valve stem		
	Valve stem cap, alignment of rear duels		
9	Tread depth		
	LF _____ RF _____ LRO _____		
	LRI _____ RRO _____ RRI _____		
10	Tire inflation: Record and inflate		
	LF _____ RF _____ LRO _____		
	LRI _____ RRO _____ RRI _____		

**E. Under hood**

#	Description	ok	rep req
1	Check for visble leakage		
2	Engine oil level		
3	Transmission fluid level and condition		
4	Brake fluid		
5	Power steering fluid		
6	Check all belts		
7	Component and accessory mounting		
8	Check all hoses and routing		
9	Coolant level and protection _____ c/f _____ ph		
10	Pressure test cooling system		
11	Water pump and fan clutch play		
12	Air filter condition - check restriction gauge		
13	Check exhaust system		
14	Battery fluid level and mounting		
15	Clean battery and connections		
16	Drain fuel/water separator		

**F. Under Bus**

#	Description	ok	rep req
1	Kingpin and wheel bearing play		
2	Tire wear, condition and matching		
3	Leakage at backing plates and wheel seals		
4	Steering box, mounting, leakage, looseness and leaks		
5	Front shocks and mounting		
6	Front springs, bushings		
7	Engine leaks, lines, filters, hoses and engine mounts		
8	Starter and connections		
9	Exhaust system and mounting		
10	Transmission mounted parking brake		
11	Transmission leaks		
12	Output shaft play		
13	Driveshaft guard, U joints and retarder		
14	Body hold downs and insulators		
15	Wiring along frame		
16	Differential leaks, fluid level		
17	Pinion play		
18	Breather vent		
19	Rear shocks and mounting		
20	Rear springs, bushings and U bolts		
21	Leakage at backing plates and wheel seals		
22	Fuel tank straps and lines		
23	Tail pipe hangers		
24	Lube entire chassis		
25	Check drag link, tie rods and idler arms		





## Senior Mobility Program Allocation

*FY 2010-11 Transportation Development Act Article 4.5 Funds*

Local Jurisdictions	FY 2010-11 OCTA Contribution	
Anaheim	\$	194,204
Brea	\$	37,766
Buena Park	\$	49,457
Costa Mesa	\$	83,053
Garden Grove	\$	183,225
Huntington Beach	\$	164,622
Irvine	\$	93,151
La Habra	\$	52,413
Laguna Hills	\$	34,226
Laguna Niguel	\$	46,533
Laguna Woods	\$	128,998
Lake Forest	\$	45,677
Newport Beach	\$	111,163
Placentia	\$	38,104
Rancho Santa Margarita	\$	14,403
San Clemente	\$	50,698
Santa Ana	\$	167,850
Seal Beach	\$	69,114
Westminster	\$	66,902
Yorba Linda	\$	40,913
<b>Total (Current Participants)</b>	<b>\$</b>	<b>1,672,472</b>



**Senior Mobility Program Monthly Reporting Form**

Monthly Reporting E-Form

**Program Information**

Service for the Month/Years of:

Program Name: \_\_\_\_\_

City or Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Number: \_\_\_\_\_

**Details**

Trip Category	One-Way Passenger Trip	Vehicle Service Hours	Vehicle Service Miles
Nutrition Trips:			
Medical trips:			
Shopping trips:			
Other trips: (Please specify trip type below**)			
<b>Totals:</b>	0	0	0

**Summary**

OCTA Monthly Contribution Amount: \_\_\_\_\_

City Monthly Contribution Amount: \_\_\_\_\_

Total Operation Cost for Month: \_\_\_\_\_

Source of City Contributions: \_\_\_\_\_

**\*\*Please specify other trip types being provided to seniors in this space:**

Please provide the requested information and submit the completed form to OCTA  
 Attention: Jessica Deakne/Community Transportation Coordinator, by email to [jdeakne@octa.net](mailto:jdeakne@octa.net) or by FAX to (714)560-5927  
**\*\*\*By the 15th day of the month following the reporting month\*\*\***

Please contact Jessica Deakne at (714) 560-5802 if you have any questions or require assistance with the completion of this form.

**Comments:**



## DRUG-FREE WORKPLACE ACT OF 1988

### THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

*For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).*

*Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.*

*Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.*

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

***The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.***

*Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).*



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES AND COMMUNITY SERVICES

DATE: MAY 3, 2011

SUBJECT: REJECT ALL BIDS RECEIVED FOR THE KRAEMER MEMORIAL PARK RESTROOM RENOVATION AND PARK AMENITIES IMPROVEMENT PROJECT AND AUTHORIZATION TO RE-BID PROJECT

FINANCIAL IMPACT: NONE

### INTRODUCTION:

In April 2011 the City released a Request for Bids for the Kraemer Memorial Park Restroom Renovation and Park Amenities Improvement Project. The deadline for bids for this project was Monday, April 25, 2011. Six (6) bids were received, unfortunately all six (6) bids were much higher than the engineer's estimate for the project. Staff has consulted with the project architect about restructuring the plans, specifications, and bid schedule to clarify components of the project. Staff and the project architect believe that restructuring the plans and distributing a new notice inviting bids will enable contractors to resubmit construction bids that will be more in alignment with the City's project expectations.

### RECOMMENDATION:

It is recommended that the City Council:

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

### DISCUSSION:

On April 7, 2011 the City released plans and specifications for the Kraemer Memorial Park Restroom Renovation and Park Amenities Improvement Project. Bids for this project were received on April 25, 2011. A total of six (6) bids were received. Bid prices ranged from \$100,000 to \$200,000 over the engineer's estimated cost. The City's project architect firm, Richard Fisher Associates, has thoroughly reviewed the bids received for the Kraemer Park Project with staff and believe that there were some fundamental misconceptions about the cost for materials and labor. The project architect will work with staff over the next few weeks to reevaluate and clarify the project plans and prepare a new construction bid package. Staff has also contacted the California State Department of Parks and Recreation to receive an extension on the grant funding for this project allowing additional time to both bid and construct the project.

Prepared by:

Reviewed and approved:

  
 \_\_\_\_\_  
 Jonathan Nicks  
 Neighborhood Services Manager

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

Reviewed and Submitted by:

  
 \_\_\_\_\_  
 Stephen D. Pischel  
 Director of Administrative and Community Services



# Placentia City Council

## **AGENDA REPORT**

**TO:** CITY COUNCIL

**VIA:** CITY ADMINISTRATOR

**FROM:** DIRECTOR OF ADMINISTRATIVE AND COMMUNITY SERVICES

**DATE:** MAY 3, 2011

**SUBJECT:** SECOND READING AND ADOPTION - CHANGE OF CITY ORDINANCE TO PROHIBIT DOGS FROM ATHLETIC FIELDS AND PLAYGROUND AREAS.

**FINANCIAL**

**IMPACT:** NEGLIGIBLE

**INTRODUCTION:**

Due to health and safety concerns related to dog urine and feces on City owned athletic fields and playground areas, the City's Recreation and Parks Commission recommended that City Council consider an amendment to Section 14.08.090 of the Placentia Municipal Code to prohibit dogs from these areas. This proposed amendment does not prohibit dogs in other areas of the park. Dog owners will still be able to walk dogs on leashes and enjoy City parks with their dogs. Dogs would only be prohibited from athletic fields and playground areas. Guide dogs, service dogs and signal dogs are exempt from this ordinance. The first reading and introduction of Ordinance No. O-2011-03 was held at the April 19, 2011 City Council Meeting and approved by a 5 – 0 vote.

**RECOMMENDATION:**

It is recommended that the City Council:

1. Conduct second reading by title only, and adopt Ordinance No. O-2011-03, an Ordinance of the City Council of the City of Placentia, amending Section 14.08.090 of the Placentia Municipal Code relating to prohibiting dogs from athletic fields and playground areas.

**DISCUSSION:**

The problem with dog waste on athletic fields has become a growing problem. The primary reason for this is that many people are now utilizing City sports fields as dog parks. This has become a popular practice, especially at Placentia Champions Sports Complex, because dogs can be locked inside the fences, have their leashes removed and become free to roam. The Community Services Department receives complaints on a regular basis from sports organizations and residents regarding this issue and a majority of the complaints are focused on dog feces that are not being picked up by dog owners. Although the majority of dog owners are responsible and pick up after their dog, some owners are not. Several measures have been attempted to curb this improper use of the fields including enforcement of leash laws, signage, and direct communication with dogs owners at the fields. Even if the City was able to gain 100% compliance of removal of dog feces by dog owners, this issue would still be a problem. In some instances the dog waste is not solid or remnants of dog waste still remain after the waste is picked up by the owner. It is also not practical to assume that dog owners would attempt to clean urine from grass areas, brick dust or dugouts.

**3a**

**May 3, 2011**

CHANGE OF CITY ORDINANCE TO PROHIBIT DOGS  
FROM ATHLETIC FIELDS AND PLAYGROUND AREAS  
APRIL 19, 2011  
PAGE 2

Dogs in playground areas have also been a reoccurring problem. The main problem in the playground areas is related to male dogs urinating on the playground posts. Subsequently, playground users, many who are toddlers and young children, touch and come into contact with the posts. Dog feces can also be found in playground areas periodically causing further health and safety concerns.

The proposed amendment to the municipal code would only limit dogs on City athletic fields and playground areas. Leashed dogs would still be welcome in all other areas of City parks. The proposed ordinance will also update penalties for violations of the ordinance. The recommended ordinance would allow for issuance of an administrative citation pursuant to the provisions of Chapter 1.10 of the Placentia Municipal Code. The goal is voluntary compliance and a significant public outreach effort will be implemented to assist in educating the community. If this ordinance is approved, new signs will be posted at park sites and an information campaign will occur utilizing the Placentia Quarterly, news releases, cable programming, communication with the sports user groups, City web site and through other information distribution techniques.

Prepared and submitted by:



Stephen D. Pischel  
Director of Administrative & Community Services

Reviewed and approved:



Troy Bützlaff, ICMA-CM  
City Administrator

Attachments: Picture of Dogs at Placentia Champions Sports Complex  
Proposed City Ordinance

**PLACENTIA CHAMPIONS SPORTS COMPLEX**

Picture documenting and example of an athletic field being used as a dog park



ORDINANCE NO. 0-2011-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADDING A NEW SECTION 14.08.090(5) TO CHAPTER 14.08 OF TITLE 14 OF THE PLACENTIA MUNICIPAL CODE RELATING TO THE PROHIBITION OF DOGS ON SPECIFIED AREAS OF CITY PARKS, INCLUDING EXCEPTIONS THERETO.

City Attorney's Summary

This Ordinance adds a new § 14.08.090(5) to Chapter 14.08 of Title 14 of the Placentia Municipal Code prohibiting dogs on athletic fields and children's playgrounds.

**A. Recitals.**

(i) Chapter 14.08 of the Placentia Municipal Code governs the use of City parks and playgrounds.

(ii) The City Recreation and Parks Commission has recommended enactment of prohibitions pertaining to dogs in order to ensure safe and sanitary playing areas for children and other users of City parks and playgrounds.

(iii) The City Council desires to ensure safe and sanitary playing areas for children and other users of City parks and playgrounds.

(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. A new subsection (5) hereby is added to Section 14.08.090 of Chapter 14.08 of Title 14 of the Placentia Municipal Code to read, in words and figures, as follows:

"(5). Notwithstanding any other provision of the Placentia Municipal Code, no person shall allow or permit any dog, except guide dogs, service dogs or signal dogs, as the same are defined in California Civil Code § 54.2, as the same may be amended from time to time hereinafter, on, upon or in any designated athletic fields or playgrounds in any City park. The Director of Public Works is authorized to place such signs or announcements of the provisions of this § 14.08.090(5) as is deemed practical or necessary."

### Section 3. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance. Notwithstanding the foregoing, enforcement officials designated by the Placentia Municipal Code may issue an administrative citation pursuant to the provisions of Chapter 1.10 of the Placentia Municipal Code.

### Section 4. 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 5. Severability.

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

SECTION 6. 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 \_\_\_\_\_, 2011.

\_\_\_\_\_  
SCOTT W. NELSON, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

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

regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by  
the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

---

PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM

---

ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES  
AND COMMUNITY SERVICES

DATE: MAY 3, 2011

SUBJECT: ADOPTION OF CITY COUNCIL RESOLUTION APPROVING AND ADOPTING THE  
CITY OF PLACENTIA POLICY NO. 534 PERTAINING TO EMPLOYMENT  
ELIGIBILITY VERIFICATION

FINANCIAL

IMPACT: NONE

### **INTRODUCTION:**

At the March 15, 2011 City Council meeting, staff was directed by City Council to prepare a policy to implement the Federal E-Verify system for all new employees and language to be utilized for contracts in excess of \$50,000. This action would add Policy No. 534 to the City's Policy Manual requiring all employees hired on or after July 1, 2011 to be verified eligible for employment through the E-Verify system. The new policy would also require all contractors and consultants that are awarded a contract in excess of \$50,000 with the City to provide certification of utilizing the E-Verify system.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Adopt Resolution No. R-2011-XXX, approving and adopting the City of Placentia Policy No. 534; and
2. Authorize the City Administrator to execute all documents related to the implementation of E-Verify.

### **DISCUSSION:**

On March 15, 2011 the City Council requested staff to prepare policies for City Council adoption to implement the E-Verify system to be utilized by the City of Placentia. The E-Verify system is used in conjunction with the I-9 system for verification of employees eligibility to work in the United States. Council also requested the use of the E-Verify system for contracts exceeding \$50,000.

Resolution No. R-2011-XXX approves the adoption on a new Policy No. 534 "Employment Eligibility Verification". Policy No. 534 outlines the employment eligibility verification process through the utilization of the I-9 form and verification of information through the E-Verify system for all employees hired after July 1, 2011.

Effective July 1, 2011 all contracts in excess of \$50,000, will be required to comply with the I-9/E-Verify system as mandated by the IRCA and IIRIRA. Contractor/Consultants will be required to

EMPLOYMENT ELIGIBILITY VERIFICATION

MAY 3, 2011

Page 2 of 2

provide certification of compliance as outlined in the Policy No. 534. The policy also includes an exception clause that allows the City Council to allow a contractor or service provider to use an alternate procedure or program to E-Verify that has equal or greater effectiveness.

Upon Council approval, staff will begin the enrollment process in the E-Verify system and include as part of any new contract, awarded after July 1, 2011, the language provided in Policy No. 534.

Prepared by:

Reviewed and Approved:



Eddie De La Torre  
Management Analyst



Troy L. Butzlaff, ICMA-CM  
City Administrator

Reviewed and Approved:



Stephen D. Pischel  
Director of Administrative Services  
and Community Services

Attachment: City of Placentia Administrative Policies and Procedures – Purchasing  
Resolution No. R-2011-XXX  
E-Verify MOU

RESOLUTION NO. R-2011-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING AND ADOPTING A POLICY AND PROCEDURE FOR EMPLOYMENT ELIGIBILITY VERIFICATION.

A. Recitals.

(i) The City of Placentia heretofore adopted policies and procedures for the guidance of elected and appointed officials, officers and employees of the City as well as to establish policies and procedures for the implementation of provisions of the Placentia Municipal Code.

(ii) The City Administrator has caused the Policy and Procedure Manual of the City of Placentia to be carefully reviewed and adopted to set forth practices and procedures for the effective governance of the City.

(iii) A full, true and correct copy of Policy No. PM 534 of the City of Placentia, dated May 3, 2011, 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. Policy No. PM 534 of the City of Placentia, dated May 3, 2011, 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 administrative employment eligibility verification policy and procedure in the Policy and Procedure Manual of the City of Placentia and the same shall be effective June 6, 2011.

3. The administrative employment verification policy and procedure identified in Policy No. PM 534 shall be maintained on file in the Office of the City Clerk and each department of the City shall be provided a copy thereof.

4. Said Policy No. PM 534 may only be amended or revised by resolution of the City Council, except where superseded by an ordinance.

5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED AND ADOPTED this 3<sup>rd</sup> day of May 2011.

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SCOTT W. NELSON, MAYOR

ATTEST:

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PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 3<sup>rd</sup> day of May 2011, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

---

PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI,  
CITY ATTORNEY

RESOLUTION NO. R-2011-  
PAGE 2 of 2

**Employment Eligibility Verification****Employee employment eligibility verification**

In accordance with the Immigration Reform and Control Act of 1986 ("IRCA"), The City of Placentia is required to verify employment eligibility of employees. Employment eligibility shall be documented using the federal Employment Eligibility Verification ("I-9") form for each employee. The I-9 form lists documents needed to prove employment eligibility. The documents used by the employee to substantiate employment eligibility must be inspected for propriety and authenticity, and attested to such by the Director of Administrative Services or his/her designee. The IRCA does not apply to employees hired prior to November 7, 1986, who have been continuously on the City's payroll since that date.

The IRCA stipulates that the employment verification process be completed in person, and that verification be completed within three (3) working days of the beginning of employment. Penalties for non-compliance can be significant. The procedures described below enable the City of Placentia to comply with requirements of IRCA.

The Illegal Immigration Reform and Immigration Responsibility Act of 1996 ("IIRIRA") directed the US Attorney General to establish pilot programs to ensure the efficient and accurate verification of any new employee's eligibility for employment. The basic voluntary pilot program is known as "E-Verify."

Effective July 1, 2011 all new employees will not only complete the I-9 form, they must also be cleared by the United States Citizenship and Immigration Services ("USCIS") as being eligible to work in the United States. This requirement was enacted by the City Council on May 3, 2011. The program used by the USCIS is called the E-Verify Program. It is completed by a representative from the Personnel Division by inputting into a secure web site the information provided by the new employee from the completed I-9 form and their social security number. USCIS will respond with a confirmation for employment or a tentative non-confirmation.

The I-9/E-Verify programs can only be utilized for employees who have a formal offer of employment, not applicants.

**I-9/E-Verify Procedures**

All new employees including but not limited to permanent, part-time, seasonal and temporary, as of July 1, 2011, will be required to comply with the I-9/E-Verify system as mandated by the IRCA and IIRIRA.

The I-9/E-Verify programs consist of the following employment verification checks and must be completed sequentially within the first three days that a new employee reports to work.

Confirmation of employment eligibility via the web-based E-Verify program administered by USCIS will be given to the employee to provide to the departmental liaison. If the employee completes the I-9 form prior to the hire date, they will be given a form stating that they completed the I-9 form and that they will be entered into the E-Verify program on their hire date. If a non-confirmation is received staff will contact the employee to come to Personnel Division and sign the non-confirmation form and will be given a form to be taken to the Social Security Administration ("SSA") or the form to contact the Department of Homeland Security ("DHS").

If a new employee receives a final non-confirmation from SSA or DHS via the E-Verify program, staff will notify the new employee that he/she will be terminated from employment, from the City of Placentia, immediately.

I-9 files will be purged in accordance with the City's retention policy.

New employees who do not complete the I-9/E-Verify Programs upon reporting to work at the City of Placentia will be subject to immediate dismissal.

**Contractor/Consultant employee employment eligibility verification**

Effective July 1, 2011 all agreements with an award of contract in excess of \$50,000, will be required to comply with the I-9/E-Verify system as mandated by the IRCA and IIRIRA. Contractor/Consultants will be required to provide certification of compliance as outlined in the language provided below.

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

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

**E-Verify.** If Consultant/Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll> . Consultant shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated."

**CONSULTANT/CONTRACTOR EXCEPTION:**

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

Company ID Number: \_\_\_\_\_

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and \_\_\_\_\_ (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: \_\_\_\_\_

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

Company ID Number: \_\_\_\_\_

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of

Company ID Number: \_\_\_\_\_

photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as

Company ID Number: \_\_\_\_\_

authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

Company ID Number: \_\_\_\_\_

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated

Company ID Number: \_\_\_\_\_

within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has

Company ID Number: \_\_\_\_\_

not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the

Company ID Number: \_\_\_\_\_

referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: \_\_\_\_\_

## **ARTICLE IV**

### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V**

### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Company ID Number: \_\_\_\_\_

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name:

Company Facility Address:

Company Alternate  
Address:

County or Parish:

Employer Identification  
Number:

North American Industry  
Classification Systems  
Code:

Administrator:

Number of Employees:

Number of Sites Verified  
for:

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

State	Number of sites	Site(s)
-------	-----------------	---------

Company ID Number: \_\_\_\_\_

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

**Employer**

Name (Please Type or Print)

Title

Signature

Date

**Department of Homeland Security – Verification Division**

Name (Please Type or Print)

Title

Signature

Date



Company ID Number: \_\_\_\_\_

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:

Telephone Number:

Fax Number:

E-mail Address:

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:

Telephone Number:

Fax Number:

E-mail Address:



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MAY 3, 2011

SUBJECT: AWARD OF CONTRACT FOR COST ALLOCATION PLAN/FEE STUDY

FINANCIAL  
IMPACT: EXPENSE: \$31,775

### **INTRODUCTION:**

The City last did a Cost Allocation Plan/Fee Study in 2007. The City's independent auditors have indicated that the City needs to update its Cost Allocation Plan/Fee Study. In March Staff distributed a Request For Proposal (RFP) to various firms with experience in preparing a Cost Allocation Plan/Fee study. This action will award a contract to Willdan Financial Services to prepare a Cost Allocation Plan/Fee Study in an amount not to exceed \$31,775.

### **RECOMMENDATION:**

It is recommended that the City Council authorize the City Administrator to enter into a contract, in a form approved by the City Attorney, with Willdan Financial Services for a Cost Allocation Plan / Fee Study.

### **DISCUSSION:**

A cost allocation plan is used to allocate direct and indirect costs within departments, funds and the Redevelopment Agency. It enables City Staff to accurately track costs incurred for one department or agency to provide a service to another. Any allocation that is used to recover costs from one fund or agency to another needs to have a plan in place that accurately shows how cost recovery figures were produced. The City's current cost recovery plan is four years old. The City's independent auditors have noted a finding in the City's last audit that a current Cost Allocation Plan is needed. In addition, the City has not undertaken a comprehensive review of its fees since 2007. An updated fee study is necessary to insure that we are not charging more for a fee than it costs us to provide a service. Accordingly, a fee study will also let the City Council know how much the City is subsidizing a fee or service. In this time of extremely tight budgets, City Council needs this information for their decision making process and to adjust any fees as need be.

AWARD OF CONTRACT FOR COST ALLOCATION PLAN/FEE STUDY

May 3, 2011

Page Two

In March the City distributed a Request for proposal to various firms specializing in Cost Allocation Plans/Fee Studies. Proposals were received from five vendors. They are as follows:

Capital Accounting Partners, LLC	\$29,955
Matrix Consulting Group	\$24,460
MGT of America, Inc.	\$37,000
Revenue & Cost Specialists	\$33,000
Willdan Financial Services	\$31,775

The City received five proposals, of those proposals only four were selected to be included for interview by Staff. Although Matrix Consulting Group submitted the lowest proposal Staff is not recommending their firm for this study. It was felt that the software model they use, because its proprietary software would be cumbersome to update. Training would be necessary and because the update would only take place once a year, re-training would also be necessary.

Staff is recommending that Willdan Financial Services be awarded the contract for Cost Allocation Plan and Fee Study. While Willdan Financial Services was not the lowest cost firm, Staff unanimous agreed that the City should award the contract to them for several reasons.

First, Willdan Financial Services has the staffing and the expertise for this project. We have worked with Willdan Financial Services on other projects and have received excellent service. The project manager they are assigning to our study is a former City Manager and at one time filled an interim position with the City of Placentia. She has an excellent working knowledge of City Government and municipal operations as well as the structure here at the City of Placentia. This allows the firm to "hit the ground running" on this project. Second, Willdan Financial Services prepares both the Cost Allocation Plan and Fee Study using an Excel format. The demonstration Staff received showed that the spreadsheets are easy to move around in and update. Other vendors use proprietary software that would need to be purchased at an additional cost and learned in order to keep the Cost Allocation Plan current each year. The work product from Willdan Financial Services can be updated in Excel each year so that we are in compliance with auditors finding regarding a current Cost Allocation Plan.

Submitted by:



Karen Ogawa  
Director of Finance

Reviewed and approved:



Troy L. Butzlaff, ICMA - CM  
City Administrator



City of Placentia



Proposal for a

# Cost Allocation Study and Comprehensive Fee and Study



**WILLDAN**  
Financial Services

*extending  
your  
reach*

27368 Via Industria, Suite 110  
Temecula, CA 92590

T 951.587.3500 | F 951.587.3510

[www.willdan.com](http://www.willdan.com)

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# Scope of Work

## Project Objective

After reviewing the City of Placentia's RFP and with our awareness of the City of Placentia's organizational structure and issues, Willdan understands that the City seeks an outside consultant to develop an Overhead Cost Allocation Study and a Comprehensive Fee and Rate Study for the development of a master list of fees. Willdan is able to complete these studies, separately or combined, in a manner that will fully identify and take into account direct costs and indirect costs. The end product(s) produced by the Willdan Team will include user-friendly Excel-based models which City staff can easily update in the future to determine the proper allocation of expenditures and the on-going full cost of services provided by the City. We anticipate that you will find the following proposal fully responsive to your needs.

For a successful and effective engagement, it is important to have a thorough understanding of the structure and organization of the City of Placentia, and the relationships between the central and operating departments. For this project, we bring years of successful experience working directly with hundreds of cities throughout California, **and our direct experience working with the City of Placentia**. Our primary objective for the Overhead Cost Allocation Study will be to ensure that general government costs are fairly and equitably allocated to appropriate programs and funds, based upon tailored and well thought out allocation factors. This effort will ensure that each enterprise and program bears its fair share of the general governmental expenses. Once developed, these indirect costs will be translated into the fully burdened hourly rates that are the foundation for the Comprehensive Fee and Rate Study to make certain that the maximum recoverable amounts calculated for each service are complete and clearly defined and identified.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the City include the following:

- **EXCEL-BASED MODEL** Willdan will provide an easy to update, extremely flexible Excel-based model for each study. These **non-proprietary** models will be capable of adding funds, departments, programs, staff positions and activities as the City may assume new responsibilities, modify existing processes, and/or eliminate unnecessary services or programs in the future. Willdan understands the issues the City of Placentia faces are specific to it, and therefore we will develop your model from the ground up, with staff input, to ensure the end result exceeds staff expectations.
- **PROJECT MANAGEMENT EXPERIENCE** Mr. Habib Isaac, the project manager proposed for this engagement, will manage the entire project with an eye toward high responsiveness while ensuring that all stakeholders in the project process are "on board" with the direction of the project and final results. Mr. Isaac will ensure that the City receives regular status updates, conference calls are scheduled as necessary and in-person meetings conducted as required. By taking these steps, Mr. Isaac, with the assistance of Mr. Pierce Rossum, will ensure that Willdan will be accessible and fully engaged with your management and staff, and that open communication remains in effect throughout the project life cycle. Finally, as the technical advisor, Ms. Katie Wilson will bring her direct experience working with the City on a recent solid waste study and as temporary staff assisting with redevelopment issues, as well as her considerable experience with similar cost allocation and user fee projects. Her knowledge of the staff and structure of the City will help our team gather data and solicit input and feedback more effectively.

- As detailed in our project work plan, Willdan's method for data gathering and development of our user fee models is unique in both timing and format. Willdan will collect the majority of the data required for the Comprehensive Fee and Rate Study through on-site interviews with your staff. This method is better than the typical "time and motion surveys" that are normally provided to agency staff when studies like these are performed. Our experience has taught us that working together in face-to-face discussions is the most efficient way to ensure that the results are accurate and that the studies are completed in a timely manner.

## Project Approach

The subsections below discuss the proposed approach and work plan for the Overhead Cost Allocation Study and Comprehensive Fee and Rate Study. While the approach and work plan for each study is described separately, they will be prepared concurrently for two reasons; it allows for a shorter project timeline, and the two projects are necessarily interrelated. The results generated from the Overhead Cost Allocation Study will flow into the Comprehensive Fee and Rate Study.

## Overhead Cost Allocation Study Approach

The purpose of a cost allocation plan engagement is to ensure that the City of Placentia is maximizing the recovery of General Fund indirect costs from identified operating departments, as well as enterprise and other chargeable funds. In order to achieve this objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

Willdan will develop a cost allocation plan and model that will fully allocate central overhead costs to all appropriate operating departments, enterprise funds and/or programs. We will work collaboratively with City staff in the development of this model to ensure that our assumptions are sound and accurate, given specific City characteristics. Further, we will ensure that appropriate allocation factors are selected for various City functions and enterprises to ensure that the overall allocation strategy is tailored for Placentia.

Exhibit 1, Example Cost Allocation Process, graphically demonstrates Willdan's conceptual approach to the full distribution of central service overhead costs to the operating departments.

### Example Cost Allocation Plan Process



Exhibit 1

To cultivate a high degree of confidence in the City's reporting/accounting figures, Willdan will prepare the Overhead Cost Allocation Study with an emphasis on objectivity, with a great deal of practical overhead cost allocation plan experience, and with an in-depth understanding of municipal government operations, including utility enterprise operations and redevelopment agencies. Willdan will also collaborate with internal management staff throughout the process, in order to ensure that no elements of identifiable value are overlooked in the data collection and analyses activities.

Cost allocation studies should be simple in concept and form. ***Our plans are not over-complicated, and can be easily understood by non-finance-oriented individuals and are readily presentable to elected officials, appointed finance committees and the public. The logical presentation of our plans fosters confidence in their results and facilitates adoption and implementation.***

### Comprehensive Fee and Rate Study Approach

The City of Placentia desires to create a comprehensive user fee schedule that accurately accounts for the true cost of providing services within the City operations. Once the study is complete, the Comprehensive Fee and Rate Study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these four principles:

#### 1) Technical Expertise

Your fee and rate study requires a professional firm that has years of user fee study experience. Our staff has performed user fee studies for agencies ranging in size from the City of Rolling Hills (population 1,500) to the City of Phoenix (population 1,500,000). The studies we have conducted presented unique opportunities for our staff to incorporate enhancements into the fee model's capabilities. Willdan staff members assigned to this project have developed user fee expertise through the completion of dozens of such projects that will benefit the City as they evaluate the fees associated with the services delivered. Our expertise includes:

#### **Our easy to update model allows for quick adjustments to cost figures that will flow through the model and change the resulting user fees accordingly.**

*Our easy to update model allows for quick adjustments to cost figures that will flow through the model and change the resulting user fees accordingly.*

We have developed a spreadsheet model that analyzes service cost pools on a program-wide basis, as well as at the unit cost level, depending on your specific needs. Our model design is based on an easy to understand Microsoft Excel-based spreadsheet format that, with a brief overview and training from our staff, allows you to modify or update the model to fit future needs and to run hypothetical situations and "what if" scenarios. As you know, salaries, staffing levels and other costs change over time. With our easy to update model, you can quickly make adjustments to cost figures that will flow through the model and change the resulting user fees accordingly. This feature allows you the ability to create different scenarios and choose the one that best fits your current situation. We do not believe in creating a model in a proprietary system that is difficult for your staff to understand, requires additional startup and annual maintenance costs, and requires extensive and costly training time. **The final fee model we create for you is yours at the end of the project and can be easily updated by you when needed.**

## 2) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division, and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement. **While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make sure that your user fee schedule is developed with fairness, equity and proportionate cost recovery principles in mind.**

We have also worked in cities that have encountered prior legal challenges to their current fee schedules. We are frequently brought into situations where we help prepare user fee schedules that are acceptable both to the agency and to the challenging party. Through this process, we have developed a wide variety of fee approaches that we can bring to the table for your fee study to meet your defensibility requirements.

## 3) Project and Staff Time

The City of Placentia must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly. Beginning with the kick-off meeting, we will make sure that your staff understands the purpose and scope of the time and materials surveys, so that valuable productive time is not wasted trying to decipher the purpose and intent of the exercise. The result is that the on-site, one-on-one interviews are efficient and productive. Also, where time survey input may be difficult for staff members to estimate, we will bring you our past fee study experiences and standards to come to an agreement with staff on reasonable time inputs for the City. **By working collaboratively with your staff during on-site meetings, we help ensure that the survey process does not become a burden for your staff; rather, it is a simple means to ensure adequate cost recovery.**

## 4) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful fee study experience. We will provide a list of data requirements in advance of the project kick-off meeting. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results. If we feel that the project schedule is starting to slip, as project manager, Mr. Isaac or Mr. Rossum will immediately notify your staff to discuss ways to get back on track to meet the City's timing goals.

## Comprehensive Fee and Rate Study Methodology

Willdan has specific expertise preparing user fee studies and documentation. Our approach includes:

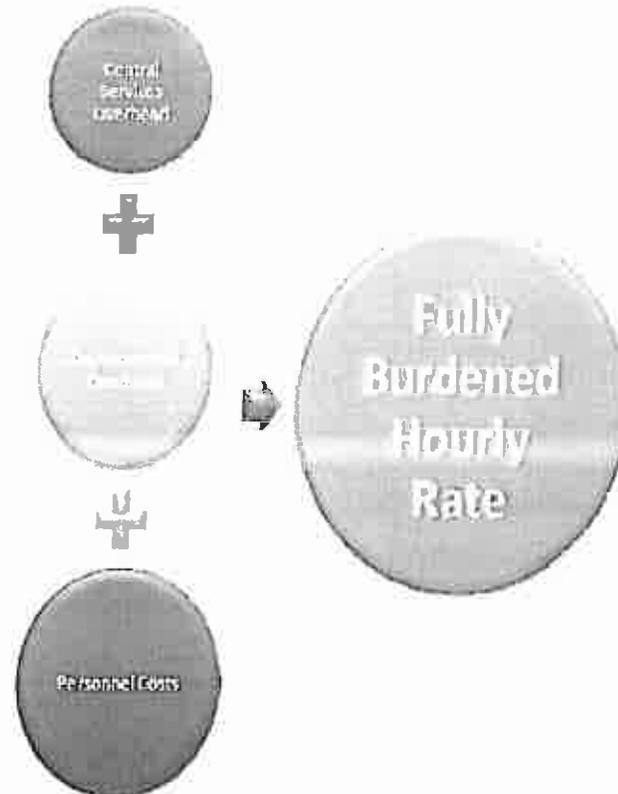
- Close coordination with your staff to devise a consensus approach;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City of Placentia seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary for project participants to resolve policy issues.

There are two basic approaches to calculating user fees, as described below:

**Case Study Method:** This approach estimates the actual labor and material costs associated with providing a unit of service to a single user, using a time and materials approach. The case study method is often used when the cost for the service may vary substantially between users, or when the service is only provided intermittently. Costs are estimated based on interviews with staff regarding the time typically spent on specific tasks, and review of available records. A typical "case study" fee model should have three general cost layers (see Exhibit 2).

- **Personnel Costs.** This category refers to the direct salary and benefits costs of staff hours spent on providing a fee-generating service, for example, the on-site Building Inspector.
- **Department Overhead.** This category may include expenses related to such items as office supplies, outside consultants and membership dues. It may include management, supervision, and administrative support not provided to a direct, fee-generating service. Typically, these items are charged directly to the department, division, or project on an item-by-item basis.
- **Central Services Overhead.** This category may involve costs such as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. These costs are calculated in the overhead cost review as part of the user fee study.

**Fully Burdened Hourly Rate Calculation**



WILLDAN

**Average Cost Method:** This approach estimates costs per unit of service by taking the total costs associated with a service across a substantial sample period, such as a year, and dividing by the total number of service units delivered over the same period. This approach is useful when a service is provided on a routine basis and the staff and other costs associated with the service can be segregated out from available budget data.

In addition to our in-depth knowledge of the regulatory issues associated with user fees, our staff members are seasoned computer modelers who design and develop user fee models tailored to the City's needs. Our models are based in Microsoft Excel software, which allows for clarity on how the rates are determined and provides for annual updates.

### Sample Full Cost Recovery Staff Labor Hourly Rates

Total Operating Budget <sup>1</sup>	1,211,000
Personnel Costs <sup>2</sup>	979,015
Dept Direct Allocation	
Administrative Personnel Costs <sup>3</sup>	113,557
Operations <sup>4</sup>	126,318
Capital Cost <sup>5</sup>	
Subtotal	24,514 <sup>14</sup>
Central Services Overhead Allocation <sup>15</sup>	40,628
Total Over Allocation	1,238,996

Job Classifications <sup>1</sup>	Annual Salary & Benefits Rates by Personnel Class <sup>2, 14</sup>	Number of Employees <sup>3</sup>	Hourly Salary & Benefits Rates <sup>4</sup>	% of Time Allocated to Department <sup>5</sup>	Employee Salary & Benefits paid by the Department <sup>6</sup>	% Non-Billable Annual Salary & Benefits to Department Overhead <sup>7</sup>	Non-Billable Annual Salary & Benefits <sup>8</sup>	% Annual Salary & Benefits to Department Personnel Costs <sup>9</sup>	Billable Annual Salary & Benefits <sup>10</sup>	Total Dept Overhead Allocation <sup>11</sup>	Central Services Overhead Allocation <sup>12</sup>	Fully Blended Direct Labor <sup>13</sup>	Productive Hours <sup>16</sup>	Fully Blended Hourly Labor Rate <sup>17</sup>
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Salary <sup>2b</sup>		(A/B)		(A*D)		(E% <sup>8</sup> )	(100%-F)	(E-G)	(J-Direct Overhead %)	(K-Indirect Overhead %)	(L+J+K)	(1,800/Direct H)	(L/M)
Clerk Building Maintenance	167,430	1,07	157	100%	167,430	0%	\$	100%	167,430	41,789	6,598	215,555	1,800	120
Associate Civil Engineer	127,365	1,00	127	100%	127,365	0%	95,538	25%	31,866	7,814	1,225	40,995	450	91
Building Inspector	622,540	6,00	59	100%	622,566	0%	-	100%	622,566	152,762	25,899	132,538	1,800	74
Permit Technician	69,210	1,02	50	100%	69,210	0%	-	100%	69,210	21,890	3,711	114,811	1,800	64
Office Assistant II	66,303	1,01	37	100%	66,303	0%	18,128	100%	66,303	16,417	2,783	86,103	1,800	48
Office Specialist	36,226	0,92	40	50%	18,128	100%	18,128	0%	66,303	16,417	2,783	86,103	1,800	48
<b>Personnel Total</b>	<b>1,109,810</b>	<b>10,90</b>	<b>1,091,822</b>		<b>1,091,822</b>		<b>113,667</b>		<b>979,015</b>	<b>239,995</b>	<b>40,695</b>	<b>690,594</b>	<b>7,550</b>	

Exhibit 3, prepared using Microsoft Excel, is the initial step to the user fee study and is linked to the service fee calculations. Willdan will prepare the model and input the data. Then by simply updating the three gray rows at the top of the table (Personnel Costs, Department Direct Allocation, and Central Services Overhead Allocation) each year, the City of Placentia will be able to maintain accurate and up-to-date lists of Full Cost Recovery Staff Labor Hourly Rates for each person on staff. Since our model is created in Excel, our clients' staff is typically comfortable adding or deleting a position, making revisions to the budget, or revising salary schedules. Willdan will also provide in-house training on the model.

Exhibit 4 is easy to update by simply adding or deleting a line to the spreadsheet and inserting or omitting a service.

### Sample Time and Materials Survey

Service/Application	Average # of Property	Hours Staff Member Spends on Each Service in Month		Fully Burdened Fee	Third Party Required Penalty Fee	Full Cost Recovery Fee (includes 2nd party, required cost)	Current Fee	Subsidy
		Fee	Hours					
Planning Fees, Zoning, Subdivisions and Other Development Fees								
Pre-Application / Site Plan Review								
Major Use Permit								
Minor Use Permit								
Administrative Permits								
Variance								
Permit/Prize								

Another accepted method for updating the user fee is for the City to include an annual inflation factor in the ordinance adopting the fee schedule. This allows the City Council, either by ordinance or resolution, to annually increase or decrease the fees based upon published information such as the Consumer Price Index (CPI) or the Employee Cost Index for State and Local Government Employees, Total Compensation as released by the United States Department of Labor's Bureau of Labor Statistics. However, in using this method, it is advised that services/fees are re-evaluated with a study every five years or if there is dramatic change in services, staffing levels or number of services from one year to the next.

## Work Plan

Our proposed scope of work described in detail by task is provided below. We explain how each task will be accomplished and identify associated meetings and deliverables. We want to ensure our scope provides quality and clarity, and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust our plan as needed during the course of the study.

This scope includes determining the appropriate cost allocation methods, fees and charges to recover the City's costs for providing services. **Taxes, fines, rental fees, utility rates and penalties are not "user fees" and will not be part of our scope of services for this project.** However, we will advise the City regarding additional study efforts it may pursue to evaluate fee categories not considered user fees.

## Overhead Cost Allocation Study

**Task 1:** Initial Document Request

**Objective:** Initial due diligence.

**Description:** Prior to the kick-off meeting, relevant documentation will be obtained and reviewed in order to enhance our understanding of the issues. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development.

**Meetings:** None.

**Deliverables:** **Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 2, Kick-off Meeting/Refine Scope).

**Task 2:** Kick-off Meeting / Refine Scope

**Objective:** Identify and resolve policy issues raised by the study and determine appropriate fee categories.

**Description.** Willdan will identify and resolve policy issues typically raised by these studies and address data gaps in order to gain a full understanding of the City's goals for the Overhead Cost Allocation Study. We will establish effective lines of communication and processes for information gathering and review.

At this meeting, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.

We will obtain and review the current cost allocation methodology, and discuss this with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.

**Meetings:** One (1) on-site project kick-off meeting to initiate the project, discuss data needs and methodologies, and to address policy issues.

**Deliverables:** **Willdan:** If needed, a revised project scope and schedule.  
**City:** Provide further data requirements, and select / introduce City's project manager.

**Task 3: Develop Cost Allocation Plan Model**

**Objective:** Prepare draft cost plans and model.

**Description:** This task involves the development and testing of a model that will, ultimately, be used to calculate the proper cost allocations derived from data gathered in prior tasks. The model will be developed to fully allocate central service costs.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task.

**Meetings:** None.

**Deliverables:** **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides a full cost allocation plan.

**Task 4: Preliminary Cost Allocation Plan Model Review**

**Objective:** Review model and results with City.

**Description:** The draft Overhead Cost Allocation Study model will be reviewed with City staff, and adjusted as necessary to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds.

**Meetings:** One (1) conference call to review the model.

**Deliverables:** **Willdan and City:** Draft Overhead Cost Allocation Study model review.

**Task 5: Draft Report**

**Objective:** Prepare the draft cost allocation report.

**Description:** This task involves the draft report preparation. The Overhead Cost Allocation Study's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables, and provided to the City.

**Meetings:** None.

**Deliverables:** **Willdan:** One (1) draft Overhead Cost Allocation Study report.  
**City:** Review of draft report, with comments and edits.

**Task 6: Discuss and Revise Draft Report**

**Objective:** Review of draft reports, cost distribution methods, and models.

**Description:** An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of: understandability; appropriate levels of enterprise funds' cost recovery, etc; ease of calculation; and overhead costs' distribution methods.

Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to interested parties, the public, and City Council.

**Meetings:** One (1) conference call with City staff to review the draft report.

**Deliverables:** Draft report, and revised draft/final report.

**Task 7: Prepare and Present Final Report/Train Staff on Model**

**Objective:** Prepare and present final reports to City Council. Train staff on the operation and use of the model for future modifications.

**Description:** This task is the culmination of the Overhead Cost Allocation Study project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.

**Meetings:** One (1) meeting with City Council or staff to present the final Overhead Cost Allocation Study. We will also provide staff training on the operation and use of the model on the same day during regular business hours.

**Deliverables:** **Willdan:** Provide eight (8) bound copies, one (1) unbound copy, and one (1) electronic PDF file copy of the final report and model to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and related schedules will also be provided on CD/ROM.

## Comprehensive Fee and Rate Study

**Task 1: Initial Document Request**

**Objective:** Initial due diligence; obtain study-related data.

**Description:** Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for additional data not previously obtained during the Overhead Cost Allocation Study portion of this engagement will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5.

**Meetings:** None.

**Deliverables:** **Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope).

**Task 2: Compile Inventory of Current and Potential Fees**

**Objective:** Willdan will identify a schedule of fees and methodology for calculating the fees for the Comprehensive Fee and Rate Study.

**Description:** Based on the results of the initial document request and independent research, we incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.

**Meetings:** None. However, discussion with the City pertaining to any new fees you may wish to implement or existing fees that may no longer be required may take place via conference call.

**Deliverables:** **Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized at the kick-off meeting). **City:** Review completed fee schedule with comments/revisions to be discussed at the kick-off meeting.

**Task 3: Kick-off Meeting/Refine Scope**

**Objective:** Identify and resolve policy issues typically raised by a user fee study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).

**Description:** The objective of this task is to gain an understanding of the City's goals for the user fee study, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.

At this meeting, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner.

**Meetings:** One (1) project kick-off meeting to initiate the entire project, discuss data needs, and address policy issues. This meeting will be done in conjunction with the kick-off meeting for the Overhead Cost Allocation Study.

**Deliverables:** **Willdan:** (1) Revised project scope and schedule (if needed), and (2) brief summary of policy decisions (if needed). **City:** (1) Provide further data needs, and (2) determine/introduce City's project manager.

**Task 4: Develop Comprehensive Fee and Rate Model**

**Objective:** Develop and test model.

**Description:** This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits.

**Meetings:** None.

**Deliverables.** **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

**Task 5: Time Survey Interviews**

**Objective:** Meet with City staff to complete time surveys.

**Description:** In order to assist staff with the completion of the survey worksheets, we have scheduled one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees and adjust any times as necessary once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

**Meetings:** Up to two (2) full days of on-site meetings/staff interviews.

**Deliverables:** **Willdan and City:** Time Surveys and draft full cost recovery fees.

**Task 6: Common Fees Comparison Survey**

**Objective:** Examine comparable and/or neighboring jurisdictions user fees.

**Description:** We will access and use our knowledge of other jurisdictions to benchmark the City's ten (10) most common fees by department with five (5) neighboring and/or similar jurisdictions and provide recommendations based on this information.

Fee schedules are rarely readily comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's ten (10) most commonly used and/or most expensive fees by department to see where they rank with the other local jurisdictions.

**Meetings:** None.

**Deliverables:** **Willdan:** Common fee comparison survey of five (5) neighboring and/or similar cities or jurisdictions, as identified by the City.

**Task 7: Draft Report**

**Objective:** Prepare draft report.

**Description:** This task involves the preparation of the draft report that discuss' the study's background, the methodologies utilized in the study, and the results. The calculations used to generate the user fee study will be included textually, as well as easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included.

**Meetings:** None.

**Deliverables:** **Willdan:** One (1) draft Comprehensive Fee and Rate Study report.  
**City:** Review of draft report with comments and edits.

**Task 8: Discuss and Revise Draft Report/Determine Cost Recovery Levels**

**Objective:** Review of draft report and fee model.

**Description:** The goal of this task is to conduct an in-depth review of the draft report, and the model and finally arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report, we will prepare the final report for presentation to interested parties, the public, and City Council.

**Meetings:** One (1) meeting via conference call with staff to review the draft report.

**Deliverables:** Draft report, revised draft /final report.

**Task 9: Prepare and Present Final Report/Train Staff on Model**

**Objective:** Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.

**Description:** This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

**Meetings:** One (1) meeting with City Council to present the results. We will also provide staff training on the operation and use of the model on the same day during regular business hours.

**Deliverables:** We will provide eight (8) bound copies; one (1) unbound copy and one (1) electronic PDF file copy of the final report and model to the City. An updateable electronic copy of the study and related schedules will also be provided on CD/ROM using Microsoft Word and Excel.

### *Meetings/Site Visits*

Ms. Isaac, the proposed project manager, and/or Mr. Rossum, will attend meetings depending upon the need. We will work with City staff to set up the meetings to keep the project on schedule. Our work plan includes up to a cumulative total of four (4) in-person meetings for the two projects, as outlined above and summarized below.

- **Kick-off Meetings.** One (1) meeting to initiate the entire project. The purpose of the meeting will be to discuss the expectations for each of the studies. At the meeting, we will identify and resolve policy issues typically raised by these types of studies, address gaps in data, and refine appropriate existing or new fee categories.
- **Survey/Data Collection.** Up to two (2) full days of on-site meetings to interview City staff for the gathering of time data for the Comprehensive Fee and Rate Study.
- **Presentation of Results.** One (1) on-site meeting to present the final results of the Overhead Cost Allocation Study and the Comprehensive Fee and Rate Study to the City Council and/or City staff. We will also provide staff training on the operation and use of the models on the same day during regular business hours.

Additional on-site meetings may be requested for an additional fee.

### **City Staff Support**

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of Placentia assign a key individual to represent the City as the project manager who can function as our primary contact.

We anticipate that the City's project manager will: (1) coordinate responses to requests for information; (2) coordinate review of work products; and (3) help resolve policy issues. We will ask for responses to initial information requests within five (5) business days, and follow-up requests also within five (5) business days. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. Willdan will rely on the validity and accuracy of the City's data and documentation to complete our analysis. Furthermore, Willdan will request the following data sources (preferably in electronic Excel format, if available); however, additional data may be required as the project progresses.

- The current comprehensive fee schedule. The fee schedule should list all fees charged for services rendered;
- The number of times each fee/service was processed in the last fiscal year.
- The most recent (Fiscal Year 2009/10, or Fiscal Year 2010/11 adopted annual budget with detailed items and a copy of the most recent audited Comprehensive Annual Financial Report (CAFR);
- A copy of the most recent salary schedule, which should:
  - Include a list of all employees by position title for all departments to be included in this study (please include salary and benefits costs per staffed position);
  - Identify whether a staffed position is a part-time or full-time position; and
  - Indicate the hourly rate for each part-time position identified.
- A list detailing the number of computers in each department/division; and
- An inventory of the number of City Council agenda items for each department over a consecutive twelve (12) month period.

# Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the City of Placentia's Overhead Cost Allocation Study and Comprehensive Fee and Rate Study. We are confident that our team has a depth of experience that will successfully fulfill the City's desired work performance.

Furthermore, we do not anticipate staffing changes during the course of the project, however, should the situation arise, any change in team members will be discussed and approved in concert with the City prior to the change being made.

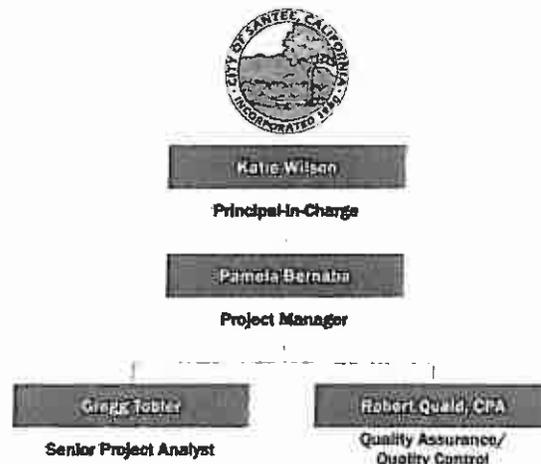
Mr. **Habib Isaac**, Senior Project Manager, will serve as **project manager** for the City's engagement. Mr. Isaac will **serve as the City's day-to-day contact** and be responsible for managing workflow and completion of all tasks.

Mr. **Pierce Rossum** will serve as **senior analyst** for this engagement. Mr. Rossum will work closely with Mr. Isaac and the City to develop a complete and accurate model that is tailored to fit the City's needs. He will ensure that all the appropriate data is collected, interpreted, researched, and entered into the model correctly.

Ms. **Katie Wilson** will serve as **technical advisor**, with responsibility for ensuring overall quality of all work products and providing appropriate resources and guidance to ensure that the project is successfully completed on schedule.

Mr. **Robert Quaid, CPA**, will provide **quality assurance/quality control**. Mr. Quaid will review the models and reports prior to their submittal to City staff. His continual review of data entry and model development assures that the draft and final products have been thoroughly evaluated for potential errors; thus providing quality client deliverables, and high levels of integrity and outcomes throughout the duration of the project.

An organization chart is provided below (Exhibit 5) depicting how members of the Willdan Team will be deployed for the City's studies.



## Exhibit 5

Resumes for the proposed professionals are provided on the following pages. Per the instructions for the RFP, each team member's resume includes project experience in which they had **"hands on" responsibility** and their **length of time with the firm**.

# Habib Isaac

## Project Manager

### Education

*Bachelor of Science,  
Applied Mathematics with  
emphasis in computational  
science, San Diego State  
University*

### Areas of Expertise

*Cost Allocation Plans*

*Cost of Service Analyses*

*Assessment District  
Formations*

*Extensive Experience with  
Large Proposition 218  
Balloting Measures*

*Benefit Assessment  
Analyses*

*Formation of Community  
Facility Districts*

*Reassessment Reports*

### Publications

*"Cryptography with  
Cycling Chaos," Physics  
Letter A, V 303;  
Pages 345-351(2002)*

### 8 Years Experience

Habib Isaac, Senior Project Manager, has been selected to serve as the project manager due to his extensive experience in managing cost of service based studies for municipalities and his expertise in financial modeling. Mr. Isaac also understands the importance of clear lines of communication with stakeholders, and he has facilitated numerous workshops regarding property-related fees, cost of service based charges and land based assessments. In addition, with a background in Applied Mathematics, he has worked on a number of projects requiring the development of sophisticated models incorporating the use of dependent and independent variables. Mr. Isaac specializes in the development of pro formas that model 30-year bond issuance secured by multiple revenue streams, including special taxes, tax increment, enterprise funds, and assessment liens. He has also worked on fiscal impact models and public agency revenue audits. **Mr. Isaac joined Willdan in 2004.**

## Related Experience

**Cost Allocation Plan: City of Gardena, CA** – Served in the role of quality assurance /quality control task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel.

**Cost Allocation Plan: City of Hawthorne, CA** – Mr. Isaac provided quality assurance/quality control technical support for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel.

**Cost Allocation Plan: City of Thousand Oaks, CA** – Mr. Isaac provided technical advisory support in the development of an extensive full and OMB A-87 cost allocation plan. He reviewed all models, attended meetings with staff, and ensured that the allocation bases developed accurately reflected the operations of the City, as well as complied with regulatory requirements.

**Cost Allocation Plan and Comprehensive User Fee Study: Town of Longboat Key, FL** – In the role of project manager, Mr. Isaac led the team that recently completed a cost allocation plan and fee study for the Town. The cost allocation plan was prepared to fully allocate the costs of internal service functions, including IT, Finance, and Human Resources costs, to the various operating departments, including Public Works, Building Safety, Parks, Police and Fire. This information was integrated into the comprehensive user fee study in order to ensure maximum cost recovery wherever appropriate. This in-depth review of the full cost to the Town for requested services involved all Town departments.

**Revenue Enhancement Study: Miami Beach, FL** – Given the state of the economy, both nationally and locally, the City looked at possible untapped or underdeveloped revenue opportunities. Mr. Isaac provided project oversight and quality assurance/quality control for the study, which included an inventory of existing General Fund revenue sources and a comprehensive survey of 30 comparable cities across the nation. Our analysis concluded that the City had a variety of mechanisms available to collect additional revenue for services performed.

# Pierce Rossum

## Senior Analyst

### Education

*Bachelor of Arts,  
Economics/Psychology,  
Claremont McKenna  
College, Claremont, CA*

*Robert A. Day Economic  
and Finance Scholar*

### Areas of Expertise

*Cost Allocation Plans*

*Fiscal Analysis for User  
Fees and Rates*

*Proposition 218 Utility  
Rate Compliance*

*Utility Rate Studies*

*Development Impact  
Fee Studies*

### 5 Years Experience

Pierce Rossum, Senior Analyst, will serve as the senior analyst for the City of Placentia's engagement. He will be responsible for engineering and reviewing the cost allocation and comprehensive fee and rate models to the City's specifications.

**Prior to his employment with Willdan in 2008**, he attended Claremont McKenna College (CMC), and served as Student Manager at the Rose Institute of State and Local Government where he gained experience developing impact fee models and other rate studies for the Building Industry Association (BIA), city, county, and tribal governments in throughout California. He also led the publication of the *Kosmont-Rose Cost of Doing Business Survey* – a relative cost survey of over 400 cities nationally analyzing the costs associated with running/opening a new business.

Additionally, Mr. Rossum's experience includes marketing and management consulting and work with Peter F. Drucker. He also prepared the market impact analysis for a 600-acre real estate development project in Arizona with Birtcher Development & Investment.

### Related Experience

**Cost Allocation Plan and Comprehensive User Fee Study: City of Hemet, CA** – Provided quality assurance/quality control for this project to ensure consistency, validity, and accuracy of the model and analysis.

**Cost Allocation Plan, Comprehensive User Fee Study, and Impact Fee Study: City of Irwindale, CA** – Served as project manager for this multi-faceted financial analysis. Centering around a cost allocation plan, Willdan assisted the City in developing a comprehensive and uniform financial cost-recovery system including a comprehensive user fee study and a city-wide development impact fee analysis.

**Cost Allocation Plan and Comprehensive User Fee Study: City of Irvine, CA** – Provided quality assurance/quality control for this project to ensure consistency, validity, and accuracy of the cost allocation and cost of service model and analysis.

**Cost Allocation Plan and Comprehensive User Fee Study: City of Laguna Hills, CA** – Provided analytical support for this project, which involved the analysis of user fees and appropriate cost allocation to revenue generating departments.

**Departmental Cost Allocation Plans: City of Long Beach, CA** – Over the past 3 years, Mr. Rossum has served as project manager for multiple financial services projects for the City of Long Beach. The City initially engaged Willdan to perform a cost allocation of fleet services, to develop a fair, equitable and defensible method of calculating and distributing costs. Due to Willdan's detailed and focused approach, the expanded and contract to design micro level allocation models to ensure full cost recovery from department administration for: Police; Parks, Recreation and Marine; Health and Human Services; and Fire. Willdan provides the City annual updates to ensure during this economic difficulty, the City is most appropriately and adequately recovering costs.

**Cost Allocation Plan and Comprehensive User Fee Study: Town of Buckeye, AZ** – As project manager, lead the development of the OMB A-87 compliant cost allocation plan that accurately reflected the true cost of support received by the operating departments from the Town's central service functions. Cost recovery focused on services including utility billing, human resources, information technology, facility and vehicle maintenance, as well as the Town Council, Town Manager, Town Attorney, Town Clerk, and the Finance Department.

## Katie Wilson

### Technical Advisor

#### Education

*Master of Public Policy and Administration, California State University, Long Beach*

*Bachelor of Arts, Public Administration, California State University, Fresno*

#### Areas of Expertise

*Cost Allocation Plans*

*Fiscal Analysis for User Fees and Rates*

*Proposition 218 Utility Rate Compliance*

*Utility Rate Studies*

*Development Impact Fee Studies*

*Building and Safety Organizational Analysis*

#### Affiliations

*International City/County Management Association*

#### 23 Years Experience

Katie Wilson, Principal Consultant, has been selected to serve as technical advisor for each engagement due to her 20 plus years of management level experience working for small and medium sized full-service and contract cities.

**Prior to joining the firm in January 2008**, she held executive and senior level positions including City Manager, Department Director, and Division Manager. Ms. Wilson has a comprehensive understanding of governmental agency operations, with experience in administration, finance and budgeting, Public Works project management, and all land development related functions.

### Related Experience

**Comprehensive User Fee Study: City of American Canyon, CA** – Ms. Wilson served as the principal-in-charge for the completion of this project in July 2008. The City hired Willdan to determine if the current fee schedule accurately reflected the actual costs to render fee-related services. In order to determine whether its General Fund is subsidizing services that benefit users, the City requested an expert analysis of fee amounts to assure that support costs were included in service costs. To address these issues, the City requested a comprehensive update of its fee schedule. As a part of the update, the study completed by Willdan reviewed current fees for services and identified the full cost recovery fee or the total cost associated with delivering each service.

The project included analysis of all City fees and involved the conversion of the valuation based Building and Safety fees to a cost-of-service based methodology. Ms. Wilson presented the study at a community workshop as well as at the City Council Public Hearing.

**Comprehensive User Fee Study and Development Impact Fee Study: City of Burlingame, CA** – Completed in March 2008, Ms. Wilson served as the principal-in-charge for the completion of this project. The user fee analysis included all of the City departments and involved identification of overhead costs that should be included within the fully burdened hourly rates utilized to calculate the fees.

**Cost Allocation Plan and Comprehensive User Fee Study: City of Laguna Hills, CA** – Ms. Wilson oversaw the recent completion of the City's project. In addition to identifying the true cost of services currently provided by the City, Willdan staff worked with each of the City's departments to identify opportunities to recover the costs of services for which no fee was previously collected. The fee analysis required the development of a methodology to convert the Building and Safety valuation based permitting calculation to an equitable and defensible square footage based methodology.

**Comprehensive User Fee Study and Cost Allocation Plan: City of Irvine, CA** – In January 2009, Ms. Wilson completed this combined project. The fees for services were analyzed for each department. Ms. Wilson interviewed staff for the analysis and presented the findings to the City Council who unanimously approved the new comprehensive fee schedule and methodology for automatic annual updates.

**K. Wilson**  
*Continued*

**Overhead Cost Allocation Study, Comprehensive Fee and Rate Study and Development Impact Fee Study: City of Montebello, CA** – Served as the project manager for the City's studies. The studies include: a review of the City's existing user fees for Building, City Clerk, Code Enforcement, Engineering, Finance, Fire, Planning, Police, and Public Works which were last reviewed in the 1990's; development of the City's general overhead allocation plan model; updating the City's existing park impact fee; and identifying other types of public facilities that can feasibly be funded by impact fees.

**Cost Allocation Plan: City of Hawthorne, CA** – Ms. Wilson served as the project manager for this recently completed study. The plan summarized a comprehensive analysis completed for the City to determine the appropriate allocation of costs from City General Fund central service departments to the General Fund operating departments and non-general fund departments ("Allocation Cost Centers").

## Robert Quaid, CPA

### Quality Assurance / Quality Control

#### Education:

Bachelor of Sciences,  
University of Southern  
California

#### Areas of Expertise

Acquisition Audit Services

Cost Allocation Plans

Statutory Financial Reporting

Fiscal Analysis for User Fees  
and Rates

Fund Audits

Quality Review of Community  
Facilities, Lighting &  
Landscaping, and  
Assessment Districts

#### Affiliations:

California Society of  
Municipal Finance Officers

Municipal Management  
Association of  
Southern California

California Society of CPAs

#### Certifications/Licenses

Certified Public Accountant

13 Years Experience

Robert Quaid has been selected to serve on the team as quality assurance / quality control due to his extensive experience in public financing. In his position as Senior Project Manager at Willdan, Mr. Quaid provides project management, procedural support and quality review for Willdan's District Administration and Financial Services Consulting groups.

With 13 years of experience in the public finance industry, Mr. Quaid has participated in the annual administration of hundreds of special tax and assessment districts and performed numerous cost allocation plans and user fee studies. Mr. Quaid began his career as an auditor in 1976 with the international CPA firm formerly known as Haskins & Sells. He spent 11 years as an accounting and financial manager in the real estate development industry before **joining Willdan in 2001.**

### Related Experience

**Cost Allocation Plan: City of Thousand Oaks, CA** – Mr. Quaid recently served as project manager for the development of an OMB A-87 compliant Cost Allocation Plan model using fiscal year 2009 actual costs as the basis for the allocations. Mr. Quaid was responsible for the preparation of the Cost Allocation Plan report and will provide cost allocation model training to City staff.

The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund central service departments to the General Fund operating departments/programs and the non-General Fund departments/programs. The plan model included 16 allocation bases allocating costs to over 100 departments and divisions. Both full cost allocation and OMB A-87 cost allocation models were delivered to the City. Willdan was awarded a four-year contract, and will be updating that plan annually over the next four years.

**Cost Allocation Plan: City of Gardena, CA** – Task manager for development of OMB A-87 compliant cost allocation plan model using Microsoft Excel. Mr. Quaid was responsible for the preparation of the cost allocation plan report for fiscal year 2009/10. He also trained City staff on how to use the cost allocation model.

**Cost Allocation Plan: City of Hawthorne, CA** – Task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. Mr. Quaid was responsible for the preparation of the cost allocation plan report for fiscal year 2009/. He also trained City staff on how to use the cost allocation model.

**Cost Allocation Plan: City of Fontana, CA** – As project manager for development of OMB A-87 compliant cost allocation plan model using Microsoft Excel, Mr. Quaid was responsible for the preparation of the cost allocation plan report for fiscal year 2009/10. He also trained City staff on how to use the cost allocation model.

**Comprehensive User Fee Study: City of Rialto, CA** – Project manager for the user fee study to develop a user fee model in Microsoft Excel and update fees for Planning, Engineering, Building, Public Works, Recreation, Police, Fire, City Clerk, Treasurer and Finance.

**Comprehensive User Fee Study: City of Cathedral City, CA** – Project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

## References

Willdan's experience with preparing cost of service studies dates from 1998. Since that time, we have developed the expertise needed to successfully integrate the service into the primary functions of the Financial Consulting Services group. A team composed of project managers and analysts perform fee studies – and their frequent complementary projects, cost allocation plans. A selection of our recent clients includes:

Willdan Financial Services Cost Allocation Plan and User Fee Study Clients	
City of Adelanto, CA	User Fee Study
City of American Canyon, CA	User Fee Study
City of Artesia, CA	Citywide User Fee Study
City of Bellflower, CA	Comprehensive User Fee Study
City of Burlingame, CA	Comprehensive User Fee and Development Impact Fee Study
City of Carmichael, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Colton, CA	Comprehensive User Fee Study
City of Compton, CA	Cost Allocation Plan
City of El Monte, CA	User Fee Study for the Public Works and Planning Departments
City of Elk Grove, CA	Fee Study for Development Services Project Processing and Permit Fees
City of Fontana, CA	Cost Allocation Plan and Building Department User Fee Study
City of Gardena, CA	Cost Allocation Plan
City of Hawthorne, CA	Cost Allocation Plan
City of Hemet, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Huntington Park, CA	Cost Allocation Plan, User Fee and Impact Fee Study
City of Indian Wells, CA	Cost Allocation Plan
City of Irvine, CA	Cost Allocation Plan and User Fee Study
City of Irwindale, CA	Cost Allocation Plan, Comprehensive User Fee Study and Impact Fee Study
City of Kingstburg, CA	Planning Department User Fee Study
City of Laguna Hills, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Long Beach, CA	Cost Allocation Plans
City of Los Altos, CA	Cost Allocation Plan
City of Madera, CA	Development Departments User Fee Study
City of Modesto, CA	Development Services User Fee Study
City of Miami Beach, FL	Revenue Enhancement Study

Willdan Financial Services Cost Allocation Plan and User Fee Study Clients	
City of Modesto, CA	Cost Allocation Plan, Comprehensive User Fee Study and Impact Fee Study
City of Napa, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Orange, CA	Comprehensive User Fee Study
City of Palm Springs, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Pleasant Hill, CA	Comprehensive User Fee Study
City of Phoenix, AZ	Development Services Special Expense Fund and Fee Study
City of Richmond, CA	Cost Allocation Plan, User Fee and Impact Fee Study
City of Rocklin, CA	Building Department User Fee Study
City of Rosemead, CA	Comprehensive User Fee Study
City of San Carlos, CA	Cost Allocation Plan, User Fee and Impact Fee Study
City of San Marcos, CA	Non-development Services Department Fee Study
City of Siskiyou Lake, CA	Planning and Building Division Fee Study
City of Sierra Madre, CA	Development Services Fee Study
City of South El Monte, CA	Cost Allocation Plan and User Fee Study
City of Stockton, CA	User Fee Study
City of Surprise, AZ	Cost of Service Fee Study
City of Tehachas, CA	Building, Planning and Engineering Fee Study
City of Thousand Oaks, CA	Cost Allocation Plan (includes up to four annual updates)
City of Torrance, CA	Market Rate Program Fee Comparison Study
City of Utah, CA	User Allocation Plan and Comprehensive User Fee Study
City of Upland, CA	Cost Allocation Plan, User Fee and Impact Fee Study
City of Vallejo, CA	911 Emergency Communications Fee Study, Cost Allocation Plan and User Fee Study
City of Walnut Creek, CA	Cost Allocation Plan and Comprehensive User Fee Study
County of Marin, CA	Planning and Environmental Health User Fee Study
County of Merced, CA	User Fee Study
County of San Benito, CA	User Fee Study
Town of Buckeye, AZ	Cost Allocation Plan and Comprehensive User Fee Study
Town of Fairfax	Comprehensive User Fee Study
Town of Portola Valley, CA	Development Services Fee Study
Town of Yucca Valley, CA	Comprehensive User Fee Study

## Reference Summaries

Recent projects of similar nature to the City of Placentia's engagement are provided below and on the page that follows. We are proud of our reputation for customer service and encourage you to contact our past clients in regard to our commitment to excellence.

### City of Montebello – Cost Allocation Plan and User Fee Study

Contact Information  
*Armen Harkalyan*  
*Revenue Manager*  
*(formerly with the City of Montebello)*  
613 E. Broadway  
Glendale, CA 91206  
(818) 551-3014

Willdan completed a cost allocation plan and comprehensive user fee study for the City of Montebello in May 2010. The cost allocation plan identified all the activities carried on by the central service departments and their attendant costs and incorporated those costs allocated to the departments or units through the central service cost allocation plan. Willdan classified the activities and their costs as direct or indirect and eliminated from indirect costs capital expenditures and those stipulated as unallowable by OMB Circular or program legislation. The costs were then distributed to operating departments and special revenue funds using identified measurable allocation bases.

The project also included an in-depth review of the full cost to the City for requested services provided by the following departments: Police; Public Services; Arts, Recreation and Community Services; Community Development; Administrative Services including Purchasing/Warehouse; and City Manager/City Attorney Departments.

### City of Burlingame – Comprehensive User Fee and Development Impact Fee Study

Contact Information  
*Jesus Nava*  
*Finance Director*  
501 Primrose Road  
Burlingame, CA 94010  
(650) 558-7222

Willdan analyzed and identified the true cost of services provided by City departments, including the land development related services, such as Building and Safety, Engineering, and Planning in order to develop a user fee program that allowed for full cost recovery.

Willdan completed a Development Impact Fee Study for the City, as well. Willdan identified existing development and future growth, calculated facility standards, determined facility needs and costs, identified funding and financing alternatives, and provided documentation needed to support new impact fees.

Willdan also conducted a comparison survey of fees in neighboring and similar jurisdictions for both the user fee study and development impact fee study.

### City of American Canyon –Comprehensive User Fee Study

Contact Information  
*Christina Roybal*  
*Finance Manager*  
300 Crawford Way  
American Canyon, CA  
94503  
(707) 647-4574

The City hired Willdan to determine if the current fee schedule accurately reflected the actual costs to render fee-related services. In order to determine whether its General Fund is subsidizing many services that benefit users, the City requested an expert analysis of fee amounts to assure that support costs were included in service costs. To address these issues, the City requested a comprehensive update of its fee schedule. As a part of the update, the study completed by Willdan reviewed current fees for services and identifies the full cost recovery fee or the total cost associated with delivering each service.

The final report included a comparison survey of neighboring jurisdictions. The results of the study were presented at a Public Hearing before the City Council by Ms. Katie Wilson.

### **City of Laguna Hills – Cost Allocation Plan and Comprehensive User Fee Study**

Contact Information  
*Vern Jones*  
*Community Development*  
*Director*  
24035 El Toro Road  
Laguna Hills, CA 92653  
(949) 707-2600

Willdan completed a Cost Allocation Plan and Comprehensive User Fee Study for the City of Laguna Hills in July 2008. Part of this project involved the development of a methodology to convert the Building and Safety valuation based permitting calculation to the equitable and defensible square footage based or deposit based methodologies.

In addition to changing the calculation methodologies, Willdan conducted an in-depth review of the full cost to the City for requested services provided as a part of the Building and Safety function, as well as other City departments, including City Clerk, Administrative Services, Planning, Public Works, and Public Safety. The final report included a comparison survey of neighboring jurisdictions. The results of the study were presented at a Public Hearing before the City Council by Ms. Katie Wilson.

### **City of Hemet – Comprehensive User Fee Study and Cost Allocation Plan**

Contact Information  
*Laura M. Nomura (Now*  
*Finance Director for the*  
*City of Irwindale)*  
5050 North Irwindale Ave  
Irwindale, CA 91706  
(626) 430-2220

Willdan completed a Comprehensive User Fee Study and Cost Allocation Plan for the City of Hemet in September 2008.

The project included an in-depth review of the full cost to the City for requested services provided as a part of the Building and Safety function, as well as other City departments, including City Clerk, Finance, Planning, Public Works and Public Safety. The final report included a comparison survey of neighboring jurisdictions.

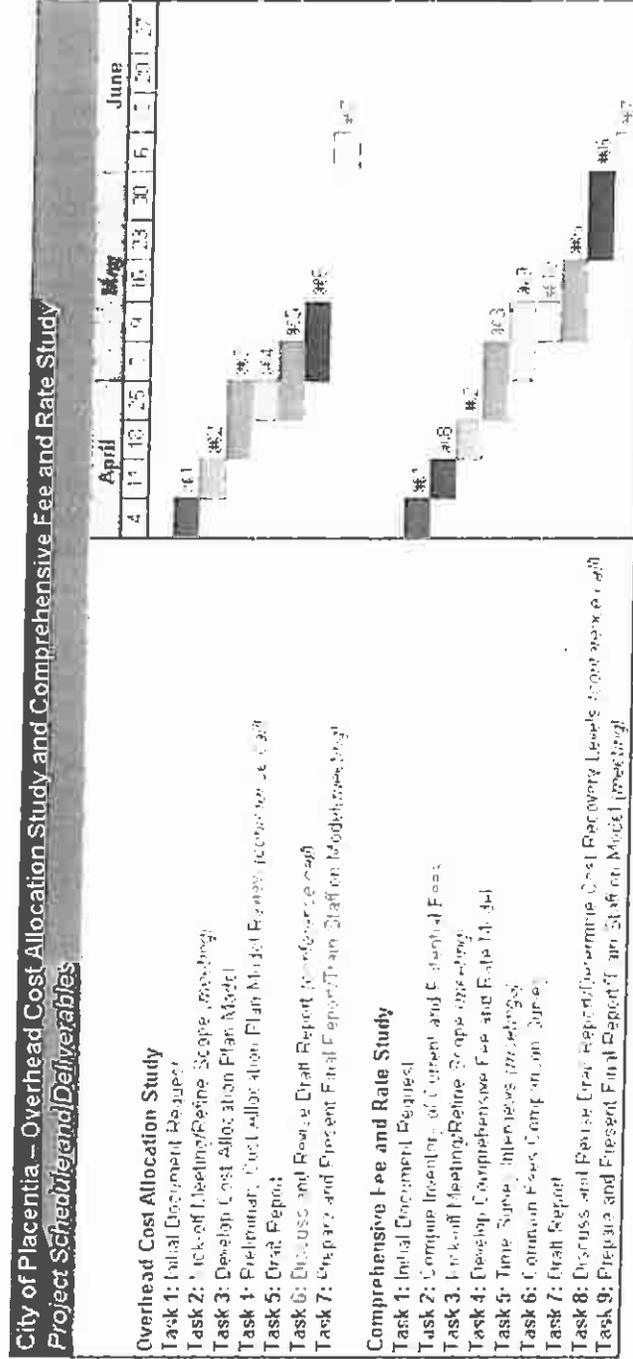
### **City of Irvine – Comprehensive User Fee Study and Cost Allocation Plan**

Contact Information  
*Kathy Rafferty*  
*Fiscal Services Manager*  
1 Civic Center Plaza  
Irvine, CA 92606  
(949) 724-6550

In January 2009, Willdan completed a Comprehensive User Fee Study and Cost Allocation Plan for the City of Irvine. The user fee study focused on the Community Development/Planning, City Clerk, Public Safety, and Public Works Departments. In addition to identifying the true cost of services currently provided by the City, Willdan staff worked with each department to identify opportunities to recover the costs of services for which no fee was previously collected.

# Project Schedule

Willdan understands time is of the essence for the City of Placentia to complete the Overhead Cost Allocation Study and Comprehensive Fee and Rate Study within sixty (60) days, and to begin no later than April 2011. Exhibit 6 contains general timeframes for the City's project. We will work in concert with City staff to develop specific project dates prior to commencing work. This schedule can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.



**Legend:**

- #1: Information Request
- #2: Revised Project Scope and Schedule if needed
- #3: User-friendly Model in Microsoft Excel
- #4: Draft Cost Allocation Plan Model Review
- #5: Draft Report
- #6: Revised Draft Report/Final Report
- #7: Final Report - Hard and Electronic Copies
- #8: Draft List of Current Fees
- #9: Time Surveys and Draft Full Cost Recovery Fees
- #10: Fees Comparison Survey

Exhibit C



 **WILLDAN** | *extending  
your  
reach*  
Financial Services

27368 Via Industria, Suite 110  
Temecula, CA 92590  
T 951.587.3500 | F 951.587.3510  
[www.willdan.com](http://www.willdan.com)



City of Placentia



Cost Proposal for a  
**Cost Allocation Study  
and Comprehensive  
Fee and Study**



**WILLDAN**  
Financial Services

*extending  
your  
reach*

27365 Via Industria, Suite 110  
Temecula, CA 92590  
T 951.587.3500 | F 951.587.3510  
[www.willdan.com](http://www.willdan.com)

# Fees for Services

Based on the proposed scope of services outlined in our technical proposal, we propose a fixed fee of \$31,775. Exhibit 1 outlines the cost per task.

City of Placentia – Projected Budgets		
Overhead Cost Allocation Study	Hours	Total Cost
Task 1: Initial Client Meeting Request	2.0	\$ 330
Task 2: Review Meeting Feedback	6.0	\$ 410
Task 3: Develop Cost Allocation Methodology	46.0	\$ 4,700
Task 4: Preliminary Cost Allocation Plan/Model Review	2.0	\$ 1,750
Task 5: Draft Report	15.0	\$ 1,410
Task 6: Review and Present Draft Report	1.0	\$ 1,200
Task 7: Prepare and Present Final Report From Staff on Model	9.0	\$ 1,260
Subtotal/Total Labor Costs	87.0	\$ 11,120
Comprehensive Fee and Rate Study		
	Hours	Total Cost
Task 1: Initial Client Meeting Request	2.0	\$ 330
Task 2: Review Meeting Feedback	6.0	\$ 410
Task 3: Develop Cost Allocation Methodology	46.0	\$ 4,700
Task 4: Preliminary Cost Allocation Plan/Model Review	2.0	\$ 1,750
Task 5: Draft Report	15.0	\$ 1,410
Task 6: Review and Present Draft Report	1.0	\$ 1,200
Task 7: Prepare and Present Final Report From Staff on Model	9.0	\$ 1,260
Subtotal/Total Labor Costs	87.0	\$ 11,120
Total Cost		\$ 31,775
Final Fee to the City of Placentia		\$ 31,775

Exhibit 1

**Notes:**

- The cost of preparing the fee study can be included in the resulting new fee schedules. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the study.
- We will consult with staff should the need arise to defend the City as a result of any legal or other challenges at our then-current hourly rates.
- Our fee includes all direct expenses associated with the project.
- We will invoice the City of Placentia monthly based on percentage of project completed.

**Additional Services**

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

<b>Willdan Financial Services Hourly Rate Schedule</b>	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75



 **WILLDAN** | *extending  
your  
reach*  
Financial Services

27368 Via Industria, Suite 110  
Temecula, CA 92590  
T 951.587.3500 | F 951.687.3510  
[www.willdan.com](http://www.willdan.com)

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and \_\_\_\_\_ [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] (hereinafter referred to as "CONSULTANT").

**A. Recitals.**

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of \_\_\_\_\_ ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

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

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

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

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

**B. Agreement.**

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

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

(b) Project: The preparation of \_\_\_\_\_ as described in Exhibit "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

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

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

**2. CONSULTANT Services:** (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

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

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

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

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "A" and "B".

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

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

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

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

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

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

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

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

transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

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

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

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

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

such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

To City:	City of Placentia 401 E. Chapman Ave. Placentia, California 92870-6101 Attention: City Administrator
To Consultant:	_____ _____ _____ _____

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

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

(b) Minimum insurance limits shall be as specified in the Request for Proposals, Exhibit "A."

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

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

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

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

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

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

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

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

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

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

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

*[The following paragraph used only when contract is related to construction.]*

(e) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of CITY under any provision of this Agreement, including CONSULTANT's obligation/or duty to defend against Claims, CONSULTANT shall not be required to indemnify CITY for liability attributable to the negligence of CITY, provided such negligence is determined by agreement between the parties or by the final judgment of a court of competent jurisdiction. In instances where CITY is shown to have been negligent and where CITY's negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the negligence of CITY.

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

*[Optional provision if Agreement for specialized services.]*

Because of the personal nature of the services to be rendered pursuant to this Agreement, only \_\_\_\_\_ shall perform the services described in this

Agreement. \_\_\_\_\_ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of \_\_\_\_\_ from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

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

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

(b) Non-liability of City Officers and Employees. No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

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

(d) No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any

agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

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

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

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

**15. Release of Information/Conflict of Interest:** (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City

Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

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

*[the following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use those funds to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study]*

(c) CONSULTANT covenants that neither CONSULTANT nor any officer or principal of CONSULTANT have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of CONSULTANT's services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT as an officer, employee, agent, or subconsultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in CITY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this Agreement.

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

performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

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

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

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

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

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

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

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

CITY

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form:

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



# Placentia Redevelopment Agency

## AGENDA REPORT

**TO:** AGENCY BOARD

**VIA:** EXECUTIVE DIRECTOR

**FROM:** ASSISTANT EXECUTIVE DIRECTOR

**DATE:** MAY 3, 2011

**SUBJECT:** ADOPTION OF RESOLUTION AUTHORIZING PAYMENT OF 2010-11 SUPPLEMENTAL EDUCATION REVENUE AUGMENTATION FUND (SERAF) TO THE STATE OF CALIFORNIA

**FINANCIAL IMPACT:** EXPENSE: UP TO \$173,378

### **INTRODUCTION:**

Assembly Bill 26 4x, adopted by the State Legislature as part of the 2009-10 Budget, requires the Redevelopment Agency of the City of Placentia ("Agency") to make a second payment to the Supplemental Educational Revenue Augmentation Fund ("SERAF") on or before May 10, 2011. Assembly Bill 26 4x and Senate Bill 68 provided that an agency may borrow certain amounts from its low-and-moderate income housing fund ("Housing Fund") to make this payment. This action adopts a resolution making findings providing for the required payment and loan from the Low and Moderate Income Housing Fund.

### **RECOMMENDATION:**

It is recommended that the Agency Board Adopt Resolution No. RA-2011-\_\_\_ "A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA MAKING CERTAIN FINDINGS WITH RESPECT TO THE 2010-11 PAYMENT TO THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO."

### **DISCUSSION:**

As part of the State's attempt to reduce the 2009-10 and 2010-11 State budget deficit, the Legislature adopted Assembly Bill 26 4x (AB 26), which included a property tax shift from redevelopment agencies for fiscal year 2009-10 and 2010-11. Among other things, AB 26 added §§ 33690 and 33690.5 to the Health and Safety Code of the State of California ("Law"), which requires redevelopment agencies to shift \$1.7 billion and \$350 million in property tax increment revenues to K-12 schools and community colleges during the fiscal years 2009-10 and 2010-11, respectively. Subsequent to this action the Governor's 2010-11 Budget and enabling legislation shifted the second year payment from schools to trial court revenue accounts. The overall effect of the transfer is to reduce the financial support from the State. The Law requires redevelopment agencies to make the payment relating to fiscal year 2010-11 by May 10, 2011, to the county SERAF. If the Agency does not remit the full amount or fails to arrange for full payment, the Agency, according to the legislation, would be prohibited from adding new project areas or expanding existing project areas, from issuing new bonds, notes, or other obligations, as specified, and from encumbering any funds or expending any money for new projects or contracts derived from any source except as specified. It is currently understood that there exists no mechanism in which to implement the penalty provisions.

**4b**

**May 3, 2011**

2010-2011 SERAF RESOLUTION

May 3, 2011

PAGE 2

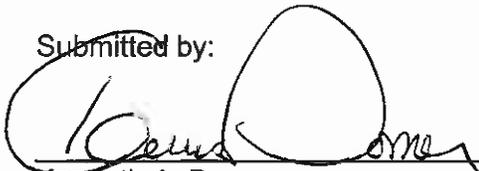
As is widely known, the California Redevelopment Association ("CRA") and several cities filed a lawsuit against the State, alleging that the budget legislation demanding the SERAF payment violated several provisions of the State Constitution. This lawsuit is currently on appeal. In order to recognize that the payments are being challenged in court, CRA continues to recommend that language stating such be included in the formal SERAF transmittal to the County.

The payment required to be made by the Agency to the Orange County Educational Revenue Augmentation Fund is \$173,378 for fiscal year 2010-11. The Agency made a good faith payment of \$25,000 for fiscal year 2009-10. Based on the fiscal condition of the Agency and the continued belief that the diversion is illegal under the State Constitution, it is recommend that the Agency not make a payment for fiscal year 2010-11.

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

The Agency finds that the loan is necessary to meet the Agency's obligation to pay the 2010-11 SERAF. Agency funds which exist in the Debt Service and Capital Improvement Funds have been earmarked for existing bonded debt obligations, acquisition of the parking sites to serve the downtown and the Metrolink station and repayment of City loans. Therefore, there are no unreserved or undesignated funds available to the Agency to pay the SERAF payment by May 10, 2011 thus requiring a loan from the Low and Moderate Income Housing Fund if an actual payment is made.

Submitted by:

  
Kenneth A. Domer  
Assistant Executive Director

Reviewed and approved:

  
Troy L. Butzlaf, ICMA-CM  
Executive Director

Reviewed by:

  
Karen Ogawa  
Director of Finance

Attachment: SERAF Resolution RA-2011-\_\_\_\_\_

RESOLUTION NO. RA-2011-\_\_\_\_\_

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA MAKING CERTAIN FINDINGS WITH RESPECT TO THE 2010-11 PAYMENT TO THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND AND OTHER MATTERS PROPERLY RELATING THERETO

A. Recitals.

(i) Assembly Bill 26 4x, adopted by the California Legislature in July 2009, added § 33690.5 to the California Health and Safety Code ("Law") and § 33690.5 was subsequently amended by Senate Bill 68.

(ii) Section 33690.5(a)(1)(A) of the Law requires redevelopment agencies to make a payment, on or before May 10, 2011, to the county Supplemental Educational Revenue Augmentation Fund ("SERAF").

(iii) The amount required by § 33690.5 of the Law to be paid by the Redevelopment Agency of the City of Placentia ("Agency") is \$173,378.

(iv) Pursuant to § 33690.5(c)(1), an agency may borrow from either the amount required to be allocated by the agency for the current fiscal year to the Low and Moderate Income Housing Fund pursuant to § § 33334.2, 33334.3, and 33334.6, or any moneys presently contained in that fund, or both, unless executed contracts exist that would be impaired if the agency reduced the amount allocated to the Low and Moderate Income Housing Fund, if the agency finds that there are insufficient funds to meet the SERAF obligation

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

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

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

(viii) Based on obligations described in the Recitals, paragraphs (iv), (v) and (vi) of this Resolution, there are insufficient funds to meet the requirements of § 33690.5 of the Law and the Agency will be required to borrow the amount required for the SERAF payment from the Low and Moderate Income Housing Fund.

(ix) Agency must repay amounts so borrowed on or before June 30, 2016.

#### **B. Resolution.**

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

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

2. Loan. The Agency hereby approves a loan from the Agency's Low and Moderate Income Housing Fund in the amount of \$173,378 to pay the SERAF amount due pursuant to § 33690.5(a)(1) of the Law.

3. Repayment. The Agency will repay such amounts to the Low and Moderate Income Housing Fund not later than June 30, 2016, without interest.

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

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

APPROVED, PASSED AND ADOPTED this 3rd day of May, 2011.

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SCOTT W. NELSON, CHAIRMAN

ATTEST:

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PATRICK J. MELIA, SECRETARY

I, Patrick J. Melia, Secretary to the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Board of Directors of the Redevelopment Agency of the City of Placentia, held on the 3rd day of May, 2011, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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PATRICK J. MELIA,  
SECRETARY

APPROVED AS TO FORM:

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